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

Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

3/17/2020

BCC MEETING DATE

TO: Hunter S. Conrad, County Administrator

DATE: February 19, 2020

FROM: Leigh Daniels, Assistant Purchasing Manager

PHONE: 904 209-0154

SUBJECT OR TITLE: RFP No. 20-17; Development Partner(s) for CDBG-DR Multi-Family Affordable Housing Facilities

AGENDA TYPE: Bid Award, Consent Agenda, Contract, Resolution

BACKGROUND INFORMATION:

The Development Parnter(s) for CDBG-DR Multi-Family Affordable Housing Facilities shall serve as the County’s development partner in developing one (1) of the proposed new construction multi-family affordable housing facilities proposed under the CDBG-DR program. All works shall be in compliance and as supported by U.S. Department of Housing and Urban Development (HUD) programs such as Community Development Block Grant – Disaster Recovery (CDBG-DR). The Development Parnter(s) for CDBG-DR Multi-Family Affordable Housing Facilities project requires the awarded development partner to perform site selection and preparation, obtaining HUD environmental clearance, deign, permitting and construction and any other steps necessary in developing one (1) of the proposed new construction multi-family affordable housing facilities; in compliance and as supported by U.S. Department of Housing and Urban Development (HUD) programs such as Community Development Block Grant – Disaster Recovery (CDBG-DR). The purpose of this RFP was to select one or more firms to provide for the development of two (2) new construction multi-family affordable housing facilities, the RFP provided that interested firms shall submit for one (1) or both of two (2) possible locations. The RFP was advertised on December 21, 2019 in accordance with St. Johns County Purchasing Policy. On February 6, 2020, three (3) proposals were received for Facility Location 1 and one (1) proposal was received for Facility Location 2. An evaluation was held for only those proposals submitted for Facility Location 1, at which time SHAG Development, LLC. was determined to be the highest ranked firm. Due to the lack of responses for Facility Location 2 the County intends to re-advertise the solicitation to increase the pool of Respondents for Facility Location 2; in order to move forward with evaluation and award for that location. Staff recommends awarding RFP No. 20-17; Development Partner(s) for CDBG-DR Multi-Family Affordable Housing Facilities to SHAG Development, LLC. for Location 1, and executing a contract for the performance of the work as specified in RFP No. 20-17.

1. IS FUNDING REQUIRED? Yes **2. IF YES, INDICATE IF BUDGETED.** Yes

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE: Funding appropriated in FY 20 budget in DRF17 Public Facilities department Federal Grant Expenditure line [0114-55304] and tracked through Supportive Housing/Unified Service Center project # 1550.

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2020 – ____ authorizing the County Administrator, or his designee, to enter into negotiations with the top ranked firm, SHAG Development, LLC., under RFP 20-17; Development Partner(s) for CDBG-DR Multi-Family Affordable Housing Facilities for Location 1 and upon successful negotiations, to award and execute a contract with SHAG Development, LLC to perform the services in accordance with RFP 20-17.

For Administration Use Only:

Legal: RDR 3/2/2020

OMB: ARM 3/3/2020

Admin: Joy Andrews 3/4/2020

RESOLUTION NO. 2020 - _____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFP NO: 20-17 AND TO EXECUTE AGREEMENTS FOR DEVELOPMENT PARTNER(S) FOR CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITIES.

RECITALS

WHEREAS, the County desires to enter into contract with SHAG Development, LLC. for Development Partner(s) for CDBG-DR Multi-Family Affordable Housing Facilities to serve as the County’s development partner in developing one (1) of the proposed new construction multi-family affordable housing facilities; in compliance and as supported by U.S. Department of Housing and Urban Development (HUD) programs such as Community Development Block Grant – Disaster Recovery (CDBG-DR); in accordance with RFP No. 20-17; and

WHEREAS, the scope of the services will be to perform or cause to be performed site selection and preparation, obtaining HUD environmental clearance, design, permitting and construction of the facility in accordance with all applicable local, state, federal laws, rules, ordinances, codes, and guidelines pertaining to the development of multifamily affordable housing properties in St. Johns County as necessary in providing Development Partner(s) for CDBG-DR Multi-Family Affordable Housing Facilities, in accordance with RFP No. 20-17; and

WHEREAS, through the County’s formal RFP process, SHAG Development, LLC. has been identified by the evaluation committee as the highest ranked respondents, and recommend entering into contracts with the County to perform the work referenced above; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into contract to complete the work services serves a public purpose.

WHEREAS, the contract will be finalized after negotiations but will be in substantial conformance with the attached draft contract.

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 conduct negotiations with SHAG Development, LLC., and upon successful negotiations, award a contract to each firm to provide the services set forth therein.

Section 3. Upon successful negotiations, the County Administrator, or designee, is further authorized to execute agreements in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in RFP 20-17.

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.

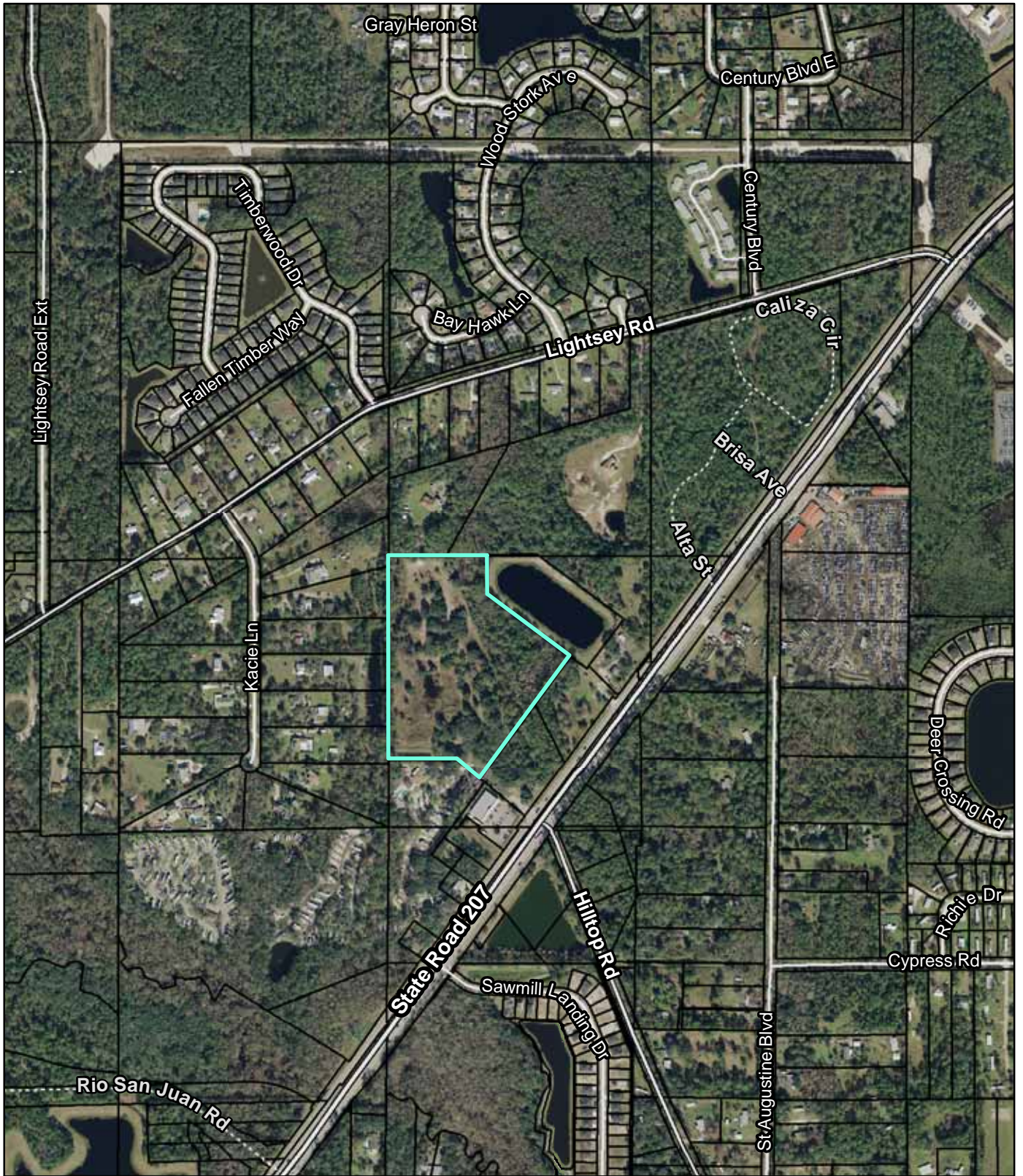
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this ____ day of _____, 2020.

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

By: _____
Jeb S. Smith, Chair

ATTEST: ST. JOHNS COUNTY, FL
CLERK OF COURT: Brandon Patty, Clerk

By: _____
Deputy Clerk



2019 Aerial Imagery
 0 155 310 620
 Feet
 Date: 3/5/2020

120 Adair Rd

Land Management
 Systems
 Real Estate
 Division
 (904) 209-0782

Disclaimer:
 This map is for reference use only.
 Data provided are derived from multiple
 sources with varying levels of accuracy.
 The St. Johns County Real Estate
 Division disclaims all responsibility
 for the accuracy or completeness
 of the data shown herein.





CONTRACT AGREEMENT
RFP NO: 20-17; Development Partner(s) for CDBG-DR
Multi-Family Affordable Housing Facilities
Master Contract #: _____

This Contract Agreement (“Agreement”) is made as of this _____ day of _____, 2019, (“Effective Date”) between **St. Johns County, FL** (“County”), a political subdivision of the state of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084, and **SHAG Development, LLC**. (“Consultant”), authorized to do business in the state of Florida, with mailing address: **1079 Mulberry Way; Boca Raton, FL 33486; Phone: (561) 859-8520 Email: dsmith@smithhenzy.com**

In consideration of the mutual promises contained herein, the County and the Consultant agree as follows:

ARTICLE 1 – DURATION AND RENEWAL

This Agreement shall become effective upon the date of execution by all parties, as of the Effective Date show above, and shall be in effect for an initial contract term of five (5) calendar years, with the option of a five (5) year renewal. Renewal of this Agreement shall be contingent upon satisfactory performance by the Consultant, mutual agreement by both parties, and the availability of legally appropriated funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to renew this Agreement. It is further expressly understood that the option of renewal is exercisable only by the County, and only upon the County’s determination that the Consultant satisfactorily performed the Services specified in the Contract Documents.

ARTICLE 2 – ENUMERATION OF CONTRACT DOCUMENTS

The term “Contract Documents” includes the following:

- This Agreement, including any amendment executed as provided in Article 29;
- Appendix A – CDBG-DR Required Contract Clauses
- St. Johns County Request for Proposals No: 20-17 and all issued Addenda (Exhibit A);
- Florida Department of Economic Opportunity Agreement # H2338 (Exhibit B);
- Consultant Proposed Budget (Exhibit C);
- Any task order, or any amendment or change order to an issued task order, issued as provided in Article 4 of this Agreement; and
- Any Certificate of Insurance required pursuant to Article 12 of this Agreement.

Any document not identified above is not a Contract Document and does not form part of this Agreement. In interpreting the Contract and resolving any inconsistencies or ambiguities, the main body of this Agreement takes precedence over any of the Exhibits provided above.

ARTICLE 3 – SERVICES

The Consultant’s responsibility under this Agreement is to provide all labor, materials, and equipment necessary to perform the Scope of Work set forth in Part III A of St. Johns County Request for Proposals No: 20-17.

Services provided by the Consultant shall be under the general direction of the respective St. Johns County Department requesting services, or the St. Johns County Purchasing Department, who shall act as the County’s representative during the performance of services under this Agreement.

The Consultant shall provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with applicable federal, state, and local laws and regulations.

The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work, and materials performed, provided, or furnished by the Consultant. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in such data, studies, and other services, work, and materials resulting from the negligent acts, errors, omissions, or intentional misconduct of the Consultant.

Review, approval, or acceptance by the County of data, studies, reports, memoranda, and incidental professional services, work, and materials furnished by the Consultant under this Agreement shall not relieve the Consultant of responsibility for the adequacy, completeness, and accuracy of its services, work, and materials. Neither the County’s review, approval, or acceptance of, nor payment for, any part of the Consultant’s services, work, and materials shall be construed to operate as a

waiver of any of the County's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

ARTICLE 4 – TASK ORDERS

The Consultant shall not perform any services under this Agreement until a task order for such services has been executed by the Consultant's authorized representative and the County Administrator, or his authorized designee, in accordance with County Purchasing Policy. Any work performed by the Consultant without a fully executed Task Order shall be at the Consultant's Own Risk, and shall be subject to non-payment by the County. All task orders under this Agreement shall be issued on a form provided by the County. The task order shall set forth a description and summary of the services to be performed, the total compensation for satisfactory completion of the work to be performed, and the estimated time for completion of the services. Any amendment to an executed task order shall be in writing and shall be executed by the County Administrator or his authorized designee.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

Compensation for services under this Agreement is contingent upon the execution of a task order as provided in Article 4 prior to the provision of the services by the Consultant.

Compensation for each Task Order shall be based on the method of payment as stated in each Task Order in accordance with the Project Manager Hourly Rate provided by the Consultant, approved by the County, and incorporated herein as Exhibit "D". The Consultant shall submit a cost proposal and scope for each project, in the format, as requested by the County. Compensation for all task orders issued under this Agreement shall either be on a lump sum basis or a not-to-exceed amount accompanied by a project estimate.

It is expressly understood that Consultant is not entitled to the amount of compensation set forth in any given task order. Rather, Consultant's compensation is based upon Consultant's satisfactory completion and delivery of all work product and deliverables noted in each task order.

The Consultant shall bill the County for services satisfactorily performed as provided in each task order. Payment by the County shall be made in compliance with the provisions of the Local Government Prompt Payment Act (Section 218.70, Florida Statutes, et seq.).

Though there is no billing form or format pre-approved by either the County, or the Consultant, invoices submitted by the Consultant shall include a detailed written report of the services accomplished in connection with the Scope of Work. The County may return an invoice from the Consultant, and request additional documentation or information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.

ARTICLE 6 – TERMINATION

This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Consultant of such termination without cause.

This Agreement may be terminated by the County with cause upon at least seven (7) calendar days advanced written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 7 – NOTICE OF DEFAULT/RIGHT TO CURE

Should the Consultant fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Consultant, which such notice shall include a timeframe of no fewer than seven (7) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.

It is expressly noted that, should the County issue more than one notice of default to the Consultant within any six consecutive months during the term of this Agreement, such action shall constitute cause for termination of this Agreement.

Consistent with other provisions in this Agreement, Consultant shall be paid for services authorized and satisfactorily performed under this Agreement up to the effective date of termination.

Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Consultant shall:

1. Stop work on the date to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 8 – PERSONNEL

The Consultant represents that it has, or shall secure at its own expense, all necessary personnel required to perform the services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with, the County.

All of the services required hereunder shall be performed by the Consultant, or under its supervision. All personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such services.

Any changes or substitutions in the Consultant's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

The Consultant shall provide the designated Key Personnel to perform work under this Agreement, as follows:

Name:	Title:	Phone #:	Email:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

ARTICLE 9 – SUBCONTRACTING

The County reserves the right to approve the use of any sub-consultant, or to reject the selection of a particular sub-consultant, and to inspect all facilities of any sub-consultants in order to make a determination as to the capability of the sub-consultant to perform the work described in the Contract Documents. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a sub-consultant fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the sub-consultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any sub-consultant, vendor, or material supplier based upon prior unsatisfactory performance.

ARTICLE 10 – FEDERAL AND STATE TAX

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall execute a tax exemption certificate submitted by the Consultant. The Consultant shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Consultant that the Consultant shall not be authorized to use the County's Tax Exemption status in any manner.

The Consultant shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Consultant performance under this Agreement.

ARTICLE 11 – AVAILABILITY OF FUNDS

The County's obligations under this Agreement are subject to the availability of lawfully appropriated County funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Agreement, the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that the Consultant cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 12 – INSURANCE

The Consultant shall not commence work under this Agreement until it 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 Consultant shall furnish proof of insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Consultant 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. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Consultant

of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

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

The Consultant shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Consultant shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Consultant 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 Consultant or by anyone directly or indirectly employed by a Consultant.

The Consultant shall maintain 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 Consultant shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its per Florida Statute 440.02.

The Consultant shall maintain, throughout the duration of the awarded Contract, 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 modification 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 should include Owner, General Contractor and Subcontractors. The policy should 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 Consultant shall be responsible for the deductible for the required insurance coverage. Such property insurance shall be maintained until final payment has been made. If the policy is terminated for any reason, notice should be provided to the owner within a minimum of thirty (30) consecutive calendar days by the carrier. The Owner, contractors and subcontractors waive their rights of subrogation against one another.

The County reserves the right to purchase a Builder's Risk policy and remove the cost from the awarded contract, if it serves the best interest of the County to do so. In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

ARTICLE 13 – INDEMNIFICATION

The Consultant shall indemnify and hold harmless the County and its officers and employees from claims, liabilities, damages, losses, and costs, including court costs, expert witness and professional consultation services, and attorneys' fees, arising out of the Consultant's errors, omissions, or negligence. The Consultant shall not be liable to, nor be required to indemnify the County for, any portions of damages arising out of any error, omission, or negligence of the County or its officers and employees.

ARTICLE 14 – SUCCESSORS AND ASSIGNS

The County and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Consultant shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

ARTICLE 15 – REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 16 – CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the County in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Consultant.

The County agrees to notify the Consultant of its opinion by certified mail within 30 days of receipt of notification by the Consultant. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County shall so state in the notification and the Consultant shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Agreement.

ARTICLE 17 – NO THIRD PARTY BENEFICIARIES

Both the County and the Consultant explicitly agree, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 18 – EXCUSABLE DELAYS

Neither party shall be held to be in non-compliance with this agreement, or suffer any enforcement or penalty relating to this agreement, where such non-compliance occurs as the result of a force majeure event. For the purposes of this section, a force majeure event is defined as an event beyond the control and without the fault or negligence of the affected party which could not have been prevented through the exercise of reasonable diligence, including natural disaster (including hurricane, flood, or other acts of nature), strike, riot, war, terrorism or threat of terrorism, or other event that is reasonably beyond either party's ability to anticipate or control. When there is an event of force majeure, the affected party shall immediately notify the other party in writing giving the full particulars of the event of force majeure. The affected party must use reasonable efforts to mitigate the effect of the event of force majeure upon its performance under this agreement. Upon completion of the event of force majeure, the affected party shall resume its performance under this agreement as soon as reasonably practicable. If, due to an event of force majeure, the Consultant is unable to complete the scope of services within the term of this agreement, the term of this agreement may be extended for an amount of time not to exceed the length of the event of force majeure.

ARTICLE 19 – ARREARS

The Consultant shall not pledge the County's credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 20 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

Before being eligible for final payment of any amounts due, the Consultant shall deliver to the County all documents and materials prepared by and for the County under this Agreement.

Consultant shall keep all information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, confidential. Such information shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

The County and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).⁵

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 21 – INDEPENDENT CONSULTANT RELATIONSHIP

With respect to the Consultant's performance of all work services and activities under this Agreement, the Consultant shall be an independent consultant, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the Consultant's sole direction, supervision, and control.

The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the County shall be that of an independent consultant and not as employees or agents of the County. The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this agreement.

ARTICLE 22 – CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 23 – ACCESS AND AUDITS

The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five days written notice.

ARTICLE 24 – NONDISCRIMINATION

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 25 – ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Consultant agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Consultant.

ARTICLE 26 – ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 27 – AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business and that it shall conduct its business activities in a reputable manner at all times.

ARTICLE 28 – SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 29 – AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Consultant shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue an amended task order as provided in Article 4. The Consultant shall not commence work on any such change until such amended task order has been issued and signed by each of the parties.

ARTICLE 30 – FLORIDA LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be held in St. Johns County, Florida.

ARTICLE 31 – ARBITRATION

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 32 – NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

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

and if sent to the Consultant shall be mailed to:

SHAG Development, LLC.
Attn.: Darren Smith
1079 Mulberry Way
Boca Raton, FL 33486

ARTICLE 33 – HEADINGS

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

ARTICLE 34 –PUBLIC RECORDS

The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. 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.

In accordance with Florida law, to the extent that Consultant's performance under this Contract constitutes an act on behalf of the County, Consultant shall comply with all requirements of Florida's public records law. Specifically, if Consultant is expressly authorized, and acts on behalf of the County under this Agreement, Consultant shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and
4. Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the Services.

If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Consultant to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: OCA, ATTN: Public Records Manager, 500 San Sebastian View, St. Augustine, FL 32084, PH: (904) 209-0805, EMAIL: publicrecords@sjcfl.us.

ARTICLE 35 – REVIEW OF RECORDS

As a condition of entering into the Agreement, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Consultant authorizes the County, or any of their authorized representatives to examine, review, inspect, and/or audit the books and records, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in the Agreement. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Consultant agrees to provide the County or their authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. It is specifically noted that Consultant is under no duty to provide access to documentation not related to the Agreement, and/or otherwise protected by County, State, or Federal law.

ARTICLE 36 – USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Consultant 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.

ARTICLE 37 – SURVIVAL

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Federal and State Taxes; (2) Insurance; (3) Indemnification; (4) Access and Audits; (5) Enforcement Costs; and (6) Access to Records.

ARTICLE 38 – INCORPORATION OF HUD REQUIRED CONTRACT CLAUSES

The Consultant's performance under this Agreement shall be subject to the HUD Required Contract Clauses attached as Exhibit B hereto, the contents of which are incorporated herein.

ARTICLE 39 – INCORPORATION OF FLORIDA DEO AGREEMENT

The Consultant's performance under this Agreement shall be subject to terms of Florida Department of Economic Opportunity (agreement # H2338) attached as Exhibit C hereto, the contents of which are incorporated herein.

IN WITNESS WHEREOF, authorized representatives of the County and Consultant have executed this Agreement on the day and year below noted.

**RFP NO: 19-29; CDBG-DR Owner Occupied Rehabilitation/Elevation/Reconstruction
Master Contract #: 19-MCC-DUC-11010**

COUNTY:

St. Johns County, FL _____ (Seal)
Full Name

By: _____
(County Representative Signature)

Printed Name – County Representative

Purchasing Manager

Printed Title – County Representative

(Date of Execution)

ATTEST:
St. Johns County, FL
Clerk of Courts

By: _____
Deputy Clerk

Date of Execution

LEGALLY SUFFICIENT:

Deputy County Attorney

Date of Execution

CONSULTANT:

SHAG Development, LLC. _____ (Seal)
Full Legal Company Name

By: _____
(Contractor Representative Signature)

Printed Name – Contractor Representative

Printed Title – Contractor Representative

(Date of Execution)

**RFP NO: 19-29 CDBG-DR Owner Occupied Rehabilitation/Elevation/Reconstruction
Master Contract #: 19-MCC-DUC-11010**

EXHIBIT "A"

Request for Proposals & Issued Addenda
(separate attachment)

**RFP NO: 19-29 CDBG-DR Owner Occupied Rehabilitation/Elevation/Reconstruction
Master Contract #: 19-MCC-DUC-11010**

EXHIBIT "B"

HUD REQUIRED CONTRACT CLAUSES
(separate attachment)

**RFP NO: 19-29 CDBG-DR Owner Occupied Rehabilitation/Elevation/Reconstruction
Master Contract #: 19-MCC-DUC-11010**

EXHIBIT “C”

The U.S. Department of Housing and Urban Development has awarded Community Development Block Grant Disaster Recovery (CDBG-DR) funds to Florida Department of Economic Development for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 et seq.) and described in the State of Florida Action Plan for Disaster Recovery. St. Johns County has entered into an agreement with Florida Department of Economic Opportunity (agreement # H2338) to administer these disaster recovery funds. The consultant is bound by all terms of the H2338 agreement attached hereunder as (Exhibit C).

(separate attachment)

**RFP NO: 19-29 CDBG-DR Owner Occupied Rehabilitation/Elevation/Reconstruction
Master Contract #: 19-MCC-DUC-11010**

EXHIBIT “D”

CONSULTANT COST PROPOSAL
(separate attachment)



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

February 18, 2020

RE: RFP 20-17, Development Partner(s) for CDBG-DR Multi-family Affordable Housing Projects

Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award a contract upon successful negotiations to SHAG Development, LLC, as the highest ranked firm(s) under **RFP 20-17, Development Partner(s) for CDBG-DR Multi-family Affordable Housing Projects**. This notice will remain posted to the **St. Johns County Purchasing Department bulletin board** until 12:00 PM, Friday, February 21, 2020.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to negotiate, and upon successful negotiations, execute a contract.

Please forward all correspondence, requests or inquiries directly to my attention at the information provided below.

Sincerely,
St. Johns County
Board of County Commissioners


County Representative Signature

Date: 2/18/20

Leigh Daniels, CPPB
Assistant Purchasing Manager
(904) 209-0154 – Direct
(904) 209-0150 – Main
ldaniels@sjcfl.us

EVALUATION SUMMARY SHEET

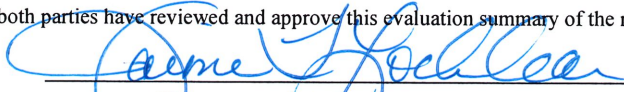
ST. JOHNS COUNTY, FLORIDA

Date: February 6, 2020
 RFQ No: RFP 20-17, Development Partner(s) for CDBG-DR Multi-family Affordable Housing Projects

FIRM	RATER Joe Giammanco	RATER Andrea Matzke	RATER Mike Dalton	RATER Greg Lulkoski	TOTAL	Rank	COMMENTS
SHAG Development, LLC	93.5	101.5	107.0	84.0	386.0	1	
SP North LLC	94.6	102.6	102.6	82.1	381.9	2	
Ability Housing, Inc.	90.45	85.45	96.45	58.45	330.8	3	

APPROVED: By signing below, both parties have reviewed and approve this evaluation summary of the responses submitted for this RFP.

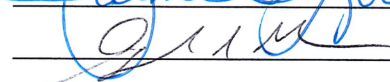
Purchasing Manager:



Date:

13 Feb 2020

Disaster Recovery Grant Director:



Date:

13 Feb 2020

NOTE:
 THE RANKING SHOWN ABOVE SHALL 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 EVALUATION SUMMARY SHEET.

ANY RESPONDENT ADVERSELY AFFECTED BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY SOLICITATION, SHALL FILE WITH THE ST. JOHNS COUNTY PURCHASING DEPARTMENT 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 NOTICE OF INTENT TO AWARD, PROTEST PROCEDURES PROCEDURES MAY BE OBTAINED FROM THE PURCHASING DEPARTMENT.

Response to RFP 20-17
**Development Partners for CDBG-DR Multi-Family Affordable
Housing Facilities**

Submitted on February 6, 2020

SHAG Development, LLC
1079 Mulberry Way
Boca Raton, FL 33486

Darren Smith, President
(561) 859-8520
dsmith@smithhenzy.com

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Part A

**Section 1:
RFP Cover Page & Cover Letter**

**RFP NO: 20-17 DEVELOPMENT PARTNER(S) FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITIES**

ATTACHMENT A

COVER PAGE

**SUBMIT ONE (1) ORIGINAL HARD-COPY AND ONE (1) EXACT
ELECTRONIC PDF COPY ON A USB DRIVE IN A SEALED
ENVELOPE OR CONTAINER TO:**

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

COMPANY NAME: SHAG Development, LLC

COMPANY ADDRESS: 1079 Mulberry Way Boca Raton, FL 33486

COMPANY PHONE NUMBER: (561)-859-8520

CONTACT NAME & TITLE: Darren Smith - Member

CONTACT PHONE NUMBER: (561)-859-8520

CONTACT EMAIL ADDRESS: dsmith@smithhenzy.com

DATE: 1/17/20

SHAG Development, LLC
1079 Mulberry Way, Boca Raton, FL 33486

April Bacon
Disaster Recovery Procurement Coordinator
SJC Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084

February 5, 2020

Re: RFP No. 20-17: Development Partners for CDBG-DR Multi-Family Affordable Housing Facilities

Dear Ms. Bacon:

SHAG Development, LLC (“SHAG Development” or “the Respondent”) is pleased to present its qualifications to St. Johns County for consideration in response to RFP No. 20-17: Development Partners for CDBG-DR Multi-Family Affordable Housing Facilities (“the RFP”). We understand the scope of work and believe that SHAG Development and the highly experienced team we have assembled can uniquely provide the services outlined in the RFP through the development of San Marcos Heights, the 132-unit proposed affordable housing community (“the Project”).

SHAG Development is the developer arm of Smith & Henzy Advisory Group, Inc. (“Smith & Henzy”). Darren Smith and Tim Henzy founded Smith & Henzy in 2014 to expand affordable housing opportunities throughout the United States. Combined, Darren Smith and Timothy Henzy, have over thirty (30) years of experience working on tax credit transactions utilizing 9% tax credits, 4% tax credits and various forms of taxable and tax-exempt financings.

Smith & Henzy serves as both developer and advisor and has successfully created or preserved over 3,000 affordable apartments since 2014. Smith & Henzy works with a wide-range of industry partners - from non-profits who focus on the development of affordable supportive housing to Public Housing Authorities who utilize HUD’s Rental Assistance Demonstration (“RAD”) Program to restructure and rebuild public housing to local governments who are looking to expand their affordable housing stock. Smith & Henzy currently has an ownership portfolio of over 1,000 apartments with another 1,000 in development.

Extensive development and finance experience enable the Smith & Henzy team to expertly navigate the planning and development process. Smith & Henzy prides itself on moving projects forward in a quick and efficient manner and is committed to expeditiously developing an affordable housing community that meets the needs of St. Johns County, as described in the RFP.

SHAG Development and EIS Housing have partnered in this response to the RFP. The EIS Housing development team has a demonstrated track record of completing federally funded projects on time and on budget. The Principals of EIS Housing have closed on 18 mixed-finance HUD transactions throughout the State of Florida.

EIS Housing is led by Chris Savino and his team of experienced professionals. Mr. Savino take a hands-on approach in each community rebuilding effort; they have developed properties of all sizes and complexity, from single family homes to mixed-use, mixed-income neighborhoods that include retail, affordable, workforce and market-rate housing. Over the last 12 months, EIS Housing has secured financing for four (4) developments specifically to rebuild hurricane impacted areas. The EIS team is developing projects in Bay County, Jackson County, Clay County and Bradford County, all of which were funded utilizing HOME for Hurricane Impacted Areas or CDBG-DR funding.

SHAG Development and EIS Housing have formed an extraordinary team of industry professionals on this important effort. Mike Koppenhafer of Fisher Koppenhafer Architecture has partnered with us to handle all design, architecture and interior design. Fisher Koppenhafer, has completed more than 50 projects in St. Johns County over the last 15 years. Rob Matthews of Matthews Design Group has joined the team and will be the Project Engineer responsible for all land use, zoning, permitting and civil engineering related efforts. Matthews Design Group, based in St. Augustine, has unparalleled expertise working in St. Johns County, as they are locally known as the go-to engineer for all complex projects. Sauer Incorporated will be the General Contractor for the proposed development. Sauer has built numerous projects in St. Johns County and their local relationships have allowed them to create an excellent track record of completing projects on-time and within budget. Sauer also brings substantial experience building projects utilizing federal funding with Davis Bacon Wage reporting requirements.

In addition to the key team members mentioned above, we have also partnered with DuCon Construction, an MBE General Contractor and Local Hire Expert, Frye Environmental, a HUD Consultant with over 30- years of experience working with HUD and local governments on federal funding and CDBG-DR administration, Nelson & Associates, a Certified Property Manager specializing in managing affordable housing developments, Two-Trails, a Green Building Consultant, Shutts & Bowen as Legal Counsel, Nixon Peabody as HUD Counsel and the Ezell Law Firm as Local Counsel.

Our team of professionals is unmatched in the industry and has been methodically selected based on their depth of local knowledge in St. Johns County, experience working on similar projects and ability to execute complex affordable housing projects. We are ready to begin working immediately upon being selected for funding by the St. Johns County Board of County Commissioners.

If awarded the CDBG-DR funds by St. Johns County, the Respondent will form a new, single purpose entity to develop, own, and operate the proposed affordable housing community. EIS Housing will be a minority partner in this new entity. I, Darren Smith, am the primary contact for this RFP response. Please find my contact information in my signature block below. I look forward to having the opportunity to discuss our qualifications with you further.

Sincerely,

A handwritten signature in cursive script that reads "Darren Smith".

Darren Smith, President
SHAG Development, LLC
1079 Mulberry Way,
Boca Raton, FL 33486
(561) 859-8520
dsmith@smithhenzy.com

Section 2: Qualifications

i. Qualifications of Respondent & Staff

As noted in the attached Cover Letter, SHAG Development, the Respondent is the developer arm of Smith & Henzy. Therefore, the Smith & Henzy team, along with the EIS Housing team (the Respondent's partner) will bring the development of the San Marcos Heights, as described in Part B of this response, to fruition.

Smith & Henzy Qualifications

Darren Smith and Tim Henzy founded Smith & Henzy in 2014 as a boutique development firm to expand affordable housing opportunities throughout the United States. Darren Smith and Tim Henzy previously worked at an affordable housing consulting firm and a major financial institution. Combined, Darren Smith and Timothy Henzy, have over thirty (30) years of experience working on tax credit transactions utilizing 9% tax credits, 4% tax credits and various forms of taxable and tax-exempt financings. Since its formation, Smith & Henzy's focus has been on advising non-profit, for profit, and governmental clients on their development projects, as well as financing and developing affordable housing in New York, New Jersey, Florida, Texas, Illinois, California and Washington DC.

Smith & Henzy serves as both developer and advisor and has successfully created or preserved over 3,000 affordable apartments since 2014. Smith & Henzy works with a wide-range of industry partners - from non-profits who focus on the development of affordable supportive housing to Public Housing Authorities who utilize HUD's Rental Assistance Demonstration ("RAD") Program to restructure and rebuild public housing to local governments who are looking to expand their affordable housing stock. Smith & Henzy currently has an ownership portfolio of over 1,000 apartments with another 1,000 in development. Smith & Henzy has the level of development experience and financial sophistication needed to attract top notch financial institutions and to secure the best possible terms for each deal, which in turn, enables the development of the highest quality projects.

Smith & Henzy has expertise in structuring new construction, acquisition-rehabilitation, and mixed-income development projects, as well as component 1 and 2 RAD conversions, HUD Section 202 prepayments, supportive services housing, "year-15" development projects, and a variety of other complex deal structures. In addition, through their role as a development advisor in New York, Smith & Henzy has worked on two affordable housing transactions that have utilized CDBG-DR funding made available for projects in the aftermath of Superstorm Sandy (See "Section 3: Experience" for more details).

Smith & Henzy Biographies

Smith & Henzy is currently staffed by seven individuals - Tim Henzy and Darren Smith, the firm's Principals, Hannah Cedermark, Rick Crogan, and Erin Schlitts, the firm's Vice Presidents of Development, Celia Gunn-Zaboli, a Program Manager, and Michael Henzy, a Construction Manager. Below is a brief description of each team member's background.

Tim Henzy – Principal

Tim Henzy is a Principal/Owner of Smith & Henzy Advisory Group. Prior to establishing Smith & Henzy, he worked for eight years as Managing Director of Rockabill Advisors LLC, which provides affordable housing consulting services.

Over the last eight years, Henzy has developed or preserved over 4,000 affordable housing units in New York State. These developments together total \$174 million in tax credit equity, \$211 million in construction and \$300 million in tax exempt bond financing.

Prior to joining Rockabill, Henzy served as Vice President of Acquisitions for Alliant Asset Management Company. Alliant is a Low Income Housing Tax Credit Syndication firm. While with Alliant, Henzy was responsible for investments in affordable housing projects in the states of New York, Wisconsin and Ohio.

Prior to Alliant, Henzy was the Executive Vice President of Development, Finance and Management for a New York based developer of affordable housing. There he was responsible for coordinating the acquisition, financing, construction and management of the firm's portfolio of over 2,000 units of affordable apartments. Henzy also spent two years working with another private development firm specializing in luxury residential housing, office, commercial and retail development on Long Island and New York City.

Henzy's affordable housing career began in municipal government in Massachusetts. From 1994 until 1998, he administered Community Development Block Grant and HOME funds in the Towns of Weymouth and Ayer Massachusetts.

Henzy holds a Bachelor of Arts degree from Providence College and a Master of Regional Planning degree from the University of Massachusetts at Amherst.

Darren Smith – Principal

Darren Smith is a Principal/Owner of Smith & Henzy Advisory Group. Smith graduated summa cum laude from Baruch College with a major in Finance & Investment and a minor in Political Science. He worked in Citi's Municipal Securities Division for over seven years specializing in community reinvestment related businesses. Smith traded multifamily revenue bonds for Citi for two years and originated tax credit deals as a banker of Citi Community Capital for five years.

Smith has closed over \$1 billion of 9%, 4%, 80/20 and Freddie/Fannie tax credit financing in New York, New Jersey, Chicago, Washington D.C., Florida, Texas and California. Darren has successfully applied for and won the following RFAs in Florida: City of Miami HOME, Miami Dade County HOME, Miami-Dade County Surtax, Florida Housing Finance Corporation ("FHFC") HOME, FHFC SAIL, FHFC 9% tax credits for homeless and preservation projects, Palm Beach County SHIP.

Additionally, Smith has started two successful non-profits and is currently on the board of MOVE, Inc., a college preparatory program that he co-founded. He has both the FINRA series 7 and 63 licenses.

Hannah Cedermark – Vice President of Development

Hannah Cedermark is a Vice President of Development at Smith & Henzy Advisory Group. Prior to joining Smith & Henzy, Cedermark worked at New York City's Department of Housing Preservation and Development ("HPD") for five years.

While at HPD, Cedermark managed and directed two affordable housing programs designed to dispose and finance City-owned and recently foreclosed distressed properties to facilitate their rehabilitation and preservation as affordable housing. In overseeing these programs, Cedermark collaborated and navigated relationships with tenants, tenant organizers and advocates, not-for profit and for-profit developers, consultants, contractors, private lenders and public officials.

Over the last five (5) years, Cedermark preserved over 1,500 affordable housing units in New York City. The developments were financed with private debt and equity, tax-exempt bonds, tax credit equity and federal HOME funds.

Prior to HPD, Cedermark was a Housing Fellow working with HPD and the New York City Housing Development Corporation. While in graduate school, Cedermark worked with the Massachusetts Department of Housing and Community Development and local Public Housing Authorities to analyze the impact of federal policy reforms.

Cedermark holds a Bachelor of Arts from New York University and a Masters in City Planning from the Massachusetts Institute of Technology.

Erin Schlitts – Vice President of Development

Erin Schlitts is a Vice President of Development at Smith & Henzy Advisory Group. Prior to joining Smith & Henzy, Schlitts worked for five years as a Project Manager for two different Los Angeles area nonprofit affordable housing developers.

While with Community Corporation of Santa Monica (CCSM), a nonprofit that develops affordable housing for families in Santa Monica, CA, Schlitts coordinated the acquisition of new sites, secured the financing necessary to bring projects to fruition, directed entitlement and land use approval processes, and managed project design and construction. Schlitts played a key role in negotiating an innovative partnership with the developers of a market-rate project that resulted in Santa Monica's largest affordable housing development in several years.

Prior to joining CCSM, Schlitts worked for Clifford Beers Housing (CBH), a Southern California provider of permanent supportive housing. During her time at CBH, Schlitts worked with a diversity of financing sources, including 4% and 9% Low Income Housing Tax Credits, Tax-Exempt Bonds, Project-Based Section 8, subsidy from the Los Angeles County Department of Health Services, the Federal Home Loan Bank's Affordable Housing Program, and more. Schlitts gained experience working on rehabilitation, adaptive re-use, and new construction projects from the early stages of due diligence to construction completion.

Schlitts holds a Masters in Urban and Regional Planning from the Luskin School of Public Affairs at UCLA and a Bachelors in English from the University of Michigan.

Rick Crogan – Vice President of Development

Rick Crogan is a Vice President of Development at Smith & Henzy Advisory Group. Prior to joining Smith & Henzy, Crogan worked for 16 years with Seltzer Management Group, specializing in Credit Underwriting Services for Florida Housing Finance Corporation.

While with Seltzer Management Group, Crogan performed detailed credit and operational analysis, preceding the award of affordable housing program loans based on thorough review of Applicants credit history, financial strength and ability to own and operate an affordable housing development. His activity included review and analysis of all involved parties including, but not limited to, General Partners of the Applicant, Development Entities, Management Companies, Equity Firms, General Contractors, and the Applicants ability to perform under various loan guarantee requirements and agreements. He also performed development feasibility analysis, appraisal and market study analysis, architectural and cost analysis, verification of conformance with terms and conditions of various Federal, State, and Local Government loan programs. From a construction perspective, Crogan reviewed and analyzed the Plans

and Specifications for proposed construction and/or rehabilitation, detailed development cost proforma, construction and permanent financing structure, revenue and expense proforma and determined whether the Applicant and proposed development conformed to all Federal, State, and Local government regulations. Crogan holds a Bachelors in Accounting from King's College.

Celia Gunn-Zaboli – Program Manager

Celia Gunn-Zaboli is a Program Manager at Smith & Henzy Advisory Group. Prior to joining Smith & Henzy, Gunn-Zaboli spent seven years working in affordable housing development in Georgia and throughout the South East.

For the two years immediately prior to joining Smith & Henzy, Gunn-Zaboli worked as a Development Analyst and then a Development Officer at The Michaels Development Company, where she first assisted with and then led affordable housing developments in Georgia, Mississippi and South Carolina. During her time at Michaels, Gunn-Zaboli coordinated and maintained relationships with investors, lenders, housing finance agencies, housing authorities, local stakeholders and statewide industry groups.

Prior to joining Michaels, Gunn-Zaboli began her career as an administrative assistant at Potemkin Magita Development, a small but long-established affordable housing developer based in Georgia. Over the next five years with Potemkin, Gunn-Zaboli grew her role from a primarily asset- and office management base to directly overseeing development on numerous projects at every stage.

Gunn-Zaboli holds a Bachelors degree in Multidisciplinary Studies in Theatre and Film from the University of Oklahoma.

Michael Henzy – Construction Manager

Michael Henzy is a Construction Manager at Smith & Henzy Advisory Group. A graduate of the College of Charleston, with a degree in Business Administration and a minor in Urban Studies, Michael is currently attending Florida Atlantic University and pursuing a Master of Urban and Regional Planning. Henzy previously worked for McDonough Brothers Construction for five years, completing a number of residential and commercial projects on Long Island, New York. In the Summer of 2018, Henzy worked with MDG Design & Construction, LLC, and assisted with project planning for the renovation of a 1,088 unit New York City Housing Authority project in the Bronx, NY.

EIS Housing Qualifications

The EIS Housing development team has a demonstrated track record of completing federally funded projects on time and on budget. The Principals of EIS Housing have closed on 18 mixed-finance HUD transactions throughout the State of Florida.

EIS Housing is led by Chris Savino. Savino take a hands-on approach in each community rebuilding effort; they have developed properties of all sizes and complexity, from single family homes to mixed-use, mixed-income neighborhoods that include retail, affordable, workforce and market-rate housing. For EIS Housing, the ability to utilize creative and complex financing strategies to ensure the best financial outcome is central to each development project. EIS Housing assesses each development to determine the ideal capital stack to achieve the most effective financing strategy.

EIS Housing excels in obtaining the financing necessary to execute complex, mixed-income and mixed finance transactions utilizing 9% Tax Credits or 4% Tax Credits in conjunction with Tax-Exempt Bonds and subordinate financing. In 2019 alone, EIS Housing has successfully obtained funding for four (4)

affordable housing developments utilizing disaster recovery funding. Springfield Crossings, in Bay County and Marianna Crossings in Jackson County were awarded Hurricane Recovery HOME funding by Florida Housing Finance Corporation (FHFC) as part of the Hurricane Michael Recovery efforts.

EIS was also awarded CDBG-DR funding from FHFC for development of an affordable housing project in Bradford County and Clay County, as part of the Hurricane Irma recovery efforts. In the past five years alone, Principals of EIS have been awarded subordinate financing by Florida Housing Financing Corporation from their HOME, CDBG-DG, SAIL, 9%, 4% and Multifamily Revenue Bond programs. EIS has also worked with Affordable Housing Program funds from the Federal Home Loan Bank of San Francisco and Atlanta, HOME loans from the City of Miami, City of Tampa, City of West Palm Beach, CDBG, Miami-Dade County Surtax and SHIP and NSP proceeds from Orange County. Since Principals of EIS have successfully completed 15 affordable housing communities totaling over 2,000 units.

Christopher Savino – Principal

Christopher Savino is a Managing Director and Principal of EIS Housing. Savino has worked in commercial real estate for the past fifteen years. He has been involved in the acquisition, development, leasing, property management and/or disposition of over \$500 million in real estate, including multi-family, retail and office.

Savino also owns Equity Investment Services (EIS), a third-party real estate services company that oversees the leasing and/or management of 4,500,000/SF of commercial space. EIS has been in business for 10 years. He was most recently involved in the development of a 10,500 square foot strip center where he was the co-developer, overseeing the entire project, including, land acquisition, design, leasing, construction and stabilization. Savino partnered with several industry veterans to form EIS Housing with the purpose of providing affordable housing in Florida through tax credits, bonds and other state funded programs.

Savino holds a Bachelors in Finance from the University of Central Florida. He is an active member of their Real Estate school and frequently serves as a mentor to students. He is also a member of NAIOP and ICSC.

ii. List of Proposed Subcontractors & Proposals

SHAG Development has assembled a diverse team with substantial experience working in St. Johns County and the throughout the region. The development team includes several minority- and women-owned firms that will engage the community throughout the design and construction process. The Respondent has selected these team members based on their experience and track records working on complex affordable housing development projects in St. Johns County, as well as throughout the region and beyond. Please find a list of the proposed Subcontractor team below and the Architect and Civil Engineer proposals attached. In order to adhere to the page limit of the RFP response, the proposals for Nelson & Associates, Frye Environmental, Two Trails, Shutts & Bowen, Nixon Peabody, and Ezell Law are not attached, but can be accessed at the DropBox link below:

https://www.dropbox.com/sh/p8uq1ux9pxxgbf4/AAA_bG7WRnFBfog3zYF2sYdUa?dl=0

Please note, a proposal for Sauer Incorporated, the General Contractor is not included in the RFP response. If awarded the CDBG-DR funds, the Respondent will enter into a Guaranteed Maximum Price contract with Sauer Incorporated that adheres to the Florida Housing Finance Corporation's requirements, as well as any requirements of St. Johns County.

Firm and individuals resumes, as well as staffing plans and organizational charts can be found in "Section 7: Proposed Team."

Proposed Subcontractor Team

Name	Title	Role	Description
Fisher Koppenhafer Architecture Mike Koppenhafer	Principal	Architect	St. Johns County based Architectural and Design Firm.
Mathews Design Group Rob Matthews	Principal	Civil Engineer	St. Johns County based Civil Engineer that designed the site plan for the proposed development.
Sauer Incorporated Eugene "Sonny" Moody	Principal	General Contractor	Local General Contractor with substantial experience developing federally funded projects throughout St. Johns, Clay and Duval Counties.
Nelson & Associates Ramona Hyson	President	Property Manager & Social Service Coordinator	Over 25 years of experience managing affordable and federally funded multifamily projects. Woman and minority owned business.
Ducon Construction Ernest DuBose	Owner	Local Hire Consultant	Local Hiring and Outreach Consultant. Certified Minority Business Enterprise.
Frye Environmental Sandra Frye	Owner	HUD Environmental Consultant	Over 20 years' experience in environmental compliance working with HUD's Community Plan and Development Office. Woman owned business.
Two Trails Drew Smith	Chief Operating Officer	Green Building and Energy Consultant	Responsible for working with the development team to obtain green building certifications.
Shutts & Bowen LLP Gary Cohen	Partner	Tax Credit/Real Estate Attorney	Will represent the development team in structuring and closing the financing for the project.
Nixon Peabody Deborah VanAmerongen	Strategic Policy Advisor	HUD Attorney	Will advise on all aspects of the CDBG-DR program and confer with HUD's offices to aid in program implementation.
Ezell Law Firm Brenda Ezell	Partner	Local Attorney	Duval County based attorney with extensive experience working with government agencies in the region. Certified Disadvantaged Business Enterprise and Minority Business Enterprise.



January 29, 2020

Darren Smith
SHAG Development, LLC
1079 Mulberry Way
Boca Raton, FL 33486

Re: St. Johns County RFP 20-17 Development Partners for CDBG-DR Multi-Family
Affordable Housing Projects

Mr. Smith

I appreciate the opportunity to submit this fee agreement for St. Johns County RFP for affordable housing along SR 207. I was happy to help bring the team together and find a suitable site. We have an excellent reputation in SJC and have nearly 100 projects completed in the county in the last 15 years. My connections to the county are many and I have strong relationships with several of the county staff and commissioners. We understand your needs and we will create the most cost efficient yet elegant solution for you. So as we discussed I am outlining our scope of work for the design services.

Scope of Work

We will follow the RFP requirements for the new affordable housing community. The proposed site is located on SR 207 just north of the Dollar General store on a vacant parcel that once had a senior living facility designed for it by Matthews Civil Engineers.

We maintain the previous 132 residential unit count which will consist of 5, three story walk up, apartment buildings. We expect 24 1-bedroom units, 84 2-bedroom units and 24 3-bedroom units on site. In addition we include the design of an 8,000sf, one story, Clubhouse Amenity Center with fitness, club room, business office, leasing office, game room and supporting areas.

We include the building engineering (Structural, Mechanical, Plumbing and Electrical). Civil engineering and Landscape Architecture are excluded and under a separate contract. We will be coordinating our services with the Civil drawings.

Also included is Interior Design services for the selection of materials and finishes for the apartments and clubhouse.

Scope of Services

We propose to provide you with the following services as part of our Basic Services. Architectural Design Services including:

- Schematic Design
- Design Development
- Construction Documents
- Construction Administration

Proposed Schedule:

We can begin on the Schematic Design at your direction. I anticipate 16 weeks for the complete drawing package.

Base Fee:

The above outlined professional services from Schematic Design through Construction Administration will be on a billed lump sum basis at \$305,000 (Three Hundred Five Thousand Dollars). Invoicing and payments of the fee are made on a monthly basis, in proportion to services performed. Payment is due within 30 (thirty) days. The Architect reserves the right to charge a 1% per month carrying charge for invoices not paid within 30 (thirty) days, and if collection of the debt becomes necessary, reasonable attorney fees and court costs may be collected by the prevailing party.

Schematic Design	\$61,000
Design Development	\$61,000
Construction Documents	\$155,000
<u>Construction Administration</u>	<u>\$28,000 (estimate 80 hours)</u>
Total	\$305,000

Reimbursable Expenses:

Reimbursable expenses are in addition to the base fee and will be billed at one and fifteen hundreds (a 1.15 multiplier). Reimbursable expenses include expenses incurred by the architect and its consultants as they directly relate to the project. They are as follows:

- a. Reproduction, plots, standard form documents for Architect, Engineer, Owner and Contractor.
- b. Shipping, postage, delivery, courier, and express mail expenses.
- c. Transportation (mileage) in connection with the project and authorized out-of-town travel. Travel reimbursement includes airfare, lodging, meals, and transportation.
- d. Renderings, models, photography, perspective drawings, and mock-ups requested by the client.
- e. Cost of materials and labor charges associated with mounting or framing finish presentations, drawings, or illustrations.
- f. All typographic, photographic, and presentation material costs required throughout the duration of this project.

Additional Services:

We would be pleased to provide services beyond those specified in this proposal. We will provide these services whether they are requested verbally or written. Additional work that is completed beyond the defined scope of service as described and for which we shall be entitled to extra fees will be billed on an hourly basis. Consultant's additional services will be billed with a 15% mark-up.

The following services are not included in the base fee:

- Providing a set of reproducible drawings showing significant changes in the work made during construction, based upon marked-up drawings, prints, and other data furnished by the Contractor to the Architect.
- Providing services more than 60 days after the Certificate of Completion has been issued.
- Providing three dimensional renderings, marketing graphics or models of the project.

- Providing services required because of significant changes in the project including but not limited to size, quality, complexity, the Owner's schedule or the method of bidding or negotiating and contracting for construction.
- Providing services made necessary by the default of the Construction Contract by major defects or deficiencies in the work of the Contractor or by the failure to perform either by the Owner or the Contractor under the contract of construction.
- Providing services in connection with public hearings, dispute resolution proceedings or legal proceedings except where the Architect is party thereto.
- Providing coordination of consultants who are contracted through the Owner.
- Providing detailed estimates of construction costs.

General Provisions:

This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations, or agreements either written or oral. This Agreement may be amended only by written instruments signed by both Owner and Architect.

The laws of the State of Florida shall govern this agreement. If the terms of this Agreement meet with your approval, please execute both copies and return one (1) original to Fisher Koppenhafer for our files, retaining the second for your records. By signing and returning a copy of this proposal, you are entering into a binding contract with Fisher Koppenhafer. If this contract is not executed within 30 days, Fisher Koppenhafer reserves the right to revise fees and services as necessary. In the event the retainer check and/or payment of the first invoice are made without an executed contract, it is understood that the signed check will act as written acceptance of this Agreement. Please refer to Attachment 'B' Contract Provision that form a part of this agreement.

It is our pleasure to work with you on this worthy project. We look forward to many opportunities with you in the future.

Sincerely,



Mike Koppenhafer, AIA

Confirmed and accepted:



Signature

Darren Smith

Print Name

President

Title

SHAG Development, LLC
Company

1079 Mulberry Way, Boca Raton, FL 33486
Billing Address

1/30/2020
Date

Cc: file

Attachments: Attachment A
Attachment B

ATTACHMENT 'A'

**FISHER KOPPENHAFFER, P.A.
2020 BILLING RATE SCHEDULE**

Principal Architect/Designer	\$195/hr
Senior/Architect/Designer	\$180/hr
Project Architect/Designer	\$165/hr
Technician	\$140/hr
Clerical	\$75/hr
Intern	\$70/hr

Attachment 'B' General Provisions

1. CONTRACT – These Contract Provisions and the accompanying Proposal constitute the full and complete Agreement between the parties and may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Contract Provisions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Contract Provisions shall govern. Pursuant to Section 558.0035 Florida Statutes, Fisher Koppenhafer, PA's Corporation is the responsible party for the professional services it agrees to provide under this Agreement. No individual Professional Employee, Agent, Director, Officer, or Principal may be individually liable for negligence arising out of this Agreement.

2. RIGHT OF ENTRY – When entry to property is required for the ARCHITECT to perform its services, the Client agrees to obtain legal right of entry on the property.

3. DOCUMENTS – All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form, prepared by ARCHITECT are instruments of ARCHITECT's service that shall remain ARCHITECT's property. The Client agrees not to use ARCHITECT-generated documents for marketing purposes, for projects other than the project for which the documents were prepared by ARCHITECT, or for future modifications to this project, without ARCHITECT's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by ARCHITECT will be at the Client's sole risk and without liability to ARCHITECT or its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors. Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless ARCHITECT from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution.

4. HAZARDOUS MATERIALS – The scope of ARCHITECT's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

5. CONSTRUCTION PHASE SERVICES – If ARCHITECT performs any services during the construction phase of the project, ARCHITECT shall not supervise, direct, or have control over Contractor's work. ARCHITECT shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. ARCHITECT does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

6. STANDARD OF CARE – ARCHITECT and its employees, subsidiaries, independent professional associates, sub consultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by design professionals providing similar services. Client agrees that services provided will be rendered without any warranty, express or implied.

ARCHITECT shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

7. OPINION OF PROBABLE COSTS – When required as part of its work, ARCHITECT will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by ARCHITECT hereunder will be made on the basis of ARCHITECT's experience and qualifications and will represent ARCHITECT's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that ARCHITECT does not have control over the cost of labor, material, equipment, or services furnished by others or over market

conditions or contractors' methods of determining prices or performing the work.

8. SUSPENSION OF WORK – The Client may, at any time, by written notice, suspend further work by ARCHITECT. The Client shall remain liable for, and shall promptly pay ARCHITECT for all services rendered to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or assignment, and commitments made to others on Client's behalf.

Client shall pay ARCHITECT pursuant to the rates and charges set forth in the Proposal. ARCHITECT will submit monthly invoices to client for services rendered and expenses incurred. If Client does not pay invoices within thirty (30) days of submission of invoice, ARCHITECT may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to indemnify and hold ARCHITECT harmless from any claim or liability resulting from such suspension.

9. LIABILITY – To the fullest extent permitted by law, the total liability, in the aggregate, of ARCHITECT and ARCHITECT's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to ARCHITECT's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the Architects total insurance limits.

10. MISCELLANEOUS

Governing Law: The laws of the state in which the ARCHITECT office executing this Agreement is located shall govern the validity and interpretation of this Agreement.

Invalid Terms: In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement.

Mediation: The Client and ARCHITECT agree to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

ARCHITECT Reliance: ARCHITECT shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

Certifications: ARCHITECT shall not be required to sign any documents, no matter by whom requested, that would result in ARCHITECT's having to certify, guaranty, or warrant the existence of conditions that ARCHITECT cannot ascertain.

Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or ARCHITECT. ARCHITECT's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against ARCHITECT because of this Agreement or ARCHITECT's performance of services hereunder.

Consequential Damages: Neither the Client nor the ARCHITECT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF ARCHITECT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.



February 4, 2020

Darren Smith
SHAG Development, LLC
1079 Mulberry Way
Boca Raton, FL 33486
561-859-8520
dsmith@smithhenzy.com

Re: Proposal for Professional Engineering Services
Project Name: Adair Road Multi-Family
MDG Project No.: 20024.00

Dear Darren:

Founded in 2005, **Matthews Design Group (MDG)** is the largest civil engineering firm based in St. Johns County, offering full service civil and land development engineering services, roadway design, and landscape architecture throughout Northeast Florida. MDG proudly serves a wide range of both public sector and private clients and has earned a solid reputation as a local leader for providing high quality, innovative engineering solutions delivered in a timely and cost-effective manner.

Staying true to our mission, **Engineering Better Communities**, MDG takes an innovative approach to every project, creating thoughtful designs that balance functionality while preserving the often historic and eco-sensitive quality of the communities we serve. Our engineers go beyond the rudimentary requirements of a job and intentionally seek ways to optimize the usability, convenience, and aesthetics of a project while reducing environmental impact. From conception to completion, we partner closely with and work alongside our clients through each step of the process to successfully bring their vision to reality. MDG continues to receive national, state-wide, and local awards for being among "Best Places to Work" and a "Hot Firm" for growth.

We are pleased to offer you this proposal to provide professional engineering services for associated with the design and permitting for the proposed Adair Road multi-family development (Project) located at 127 Adair Road in St. Augustine, Florida.

MDG proposes to furnish professional services as described in "Exhibit A, Scope of Work," and per "Exhibit B, General Terms & Conditions," which are attached hereto and made a binding part hereof by this reference, for an estimated fee of **\$92,500**, plus direct reimbursable expenses.

We appreciate your consideration of our firm to provide these important services. Do not hesitate to contact us if you have any questions. We look forward to partnering with you and having our dedicated team of industry experts help make your project a success.

Sincerely,
Matthews Design Group

A handwritten signature in blue ink that reads "Rob A. Matthews III". The signature is written over a large, light blue, stylized wave graphic that spans the width of the page.

Rob A. Matthews III, PE
President



EXHIBIT A
SCOPE OF WORK

I – Rezoning Assistance

MDG will assist the client with the rezoning of the proposed development to Planned Unit Development (PUD). MDG will also assist where required to prepare exhibits and narratives in support of the rezoning with St. Johns County (SJC). MDG will present the project when required to the Planning and Zoning Board and the Board of County Commissioners.

Fees for rezoning assistance services will be billed on a time and materials (T&M) basis, with an initial estimated fee of \$10,000, and in accordance with Exhibit B, General Terms & Conditions, plus direct reimbursable expenses.

II – Construction Plans Preparation

Based on the Client approved conceptual site plan, MDG will prepare construction plans for the Project to depict limits of land clearing and tree removal, demolition, site grading and earthwork, stormwater drainage systems, paving, and water and sewer utilities. Plans will detail the construction work to be completed by the selected contractor, including details and specifications in conformance with SJC, the St. Johns River Water Management District (SJRWMD), the Florida Department of Environmental Protection (FDEP), and the Florida Department of Transportation (FDOT). Specifically, these plans will include:

1. Site plan describing site layout, roadways, and site improvements.
2. Demolition plan describing items to be removed/retained on the existing site.
3. Grading plan describing site grading details and contours, stormwater ponds and stormwater sewer lines.
4. Utility plan describing water, firewater, and domestic sewer requirements including references to the appropriate county standards and the necessary calculations for the watermain sizing.
5. Construction details as needed to expand on the information in the above plan sets.
6. Maintenance of Traffic (MOT) details.
7. Stormwater Pollution Prevention Plan (SWPPP).

Fees for construction plan preparation services will be billed on a lump sum fee basis for a total of \$40,000, plus direct reimbursable expenses.

III – Offsite Improvements

MDG will provide construction plan documents for the offsite improvements associated with the Adair Road multi-family development. Proposed offsite improvements include designing a turn lane along SR 207 at the Project entrance.

Fees for offsite improvement services will be billed on a lump sum fee basis for a total of \$5,000, plus direct reimbursable expenses.

IV – Permit Application Preparation and Processing

MDG will prepare permit application packages with supporting documents to apply for the following construction permits:

1. SJC Development Review Permit
2. SJRWMD Environmental Resource Permit
3. FDEP Water and Wastewater Permits
4. FDOT Drainage and Access Permits

MDG’s proposal includes addressing reasonable comments for up to three rounds of Requests for Information (RFI) from the permitting agencies relating to the scope of work provided by our firm.

Fees for permitting services will be billed on a time and materials (T&M) basis, with an initial estimated fee of \$25,000, and in accordance with Exhibit B, General Terms & Conditions, plus direct reimbursable expenses.

V – Landscape Plans and Tree Mitigation

MDG will prepare detailed code minimum landscape plans in conformance with SJC land development code and as required for SJC submittal. Landscape plans will include the landscape design, tree mitigation calculations, and hose bib plan (in lieu of irrigation design).

Fees for landscape plan and tree mitigation preparation services will be billed on a lump sum fee basis for a total of \$7,500, plus direct reimbursable expenses.

VI – Project Meetings and Coordination

MDG will attend all necessary meetings with the client and reviewing agencies during the permitting process. This includes meeting with County staff, SJRWMD, FDEP, FDOT, the utility department, client and contractor. This task also includes any coordination time with subconsultants, such as geotechnical and surveying.

Fees for project meetings and coordination services will be billed on a time and materials (T&M) basis, with an initial estimated fee of \$5,000, and in accordance with Exhibit B, General Terms & Conditions, plus direct reimbursable expenses.

VII – Construction Administration

MDG will provide the following construction administration services as requested by the client:

1. Prepare a preconstruction estimate of the construction.
2. Assist the client with construction/subcontracting bidding.
3. Attend preconstruction meetings with SJC, local utility departments, phone and cable companies as needed.
4. Review contractor’s pay applications.
5. Review contractor’s shop drawings.
6. Respond to contractor’s questions regarding the construction documents
7. Provide periodic site visits to verify construction is in general accordance with the approved plans and specifications.
8. Provide engineering certifications of final acceptance to the filing agencies (if applicable). The certifications shall be based upon as-built drawings, prepared and certified by the contractor’s or client’s registered land surveyor.
9. Preparation of engineer estimates for project approvals and bonds.

Fees for construction administration services will be billed on a time and materials (T&M) basis, and in accordance with Exhibit B, General Terms & Conditions, plus direct reimbursable expenses.



FEE SUMMARY

The following list summarizes costs associated with work items as described in Exhibit A, Scope of Work.

I – Rezoning Assistance	\$10,000 (T&M)
II – Construction Plans	\$40,000 (Lump Sum)
III – Offsite Improvements	\$ 5,000 (Lump Sum)
IV – Permitting	\$25,000 (T&M)
V – Landscape Plans and Tree Mitigation	\$ 7,500 (Lump Sum)
VI – Project Meetings and Coordination	\$ 5,000 (T&M)
VII – Construction Administration	\$ TBD (T&M)

Total Estimated Cost: \$92,500, plus direct reimbursable expenses

MDG will initiate services on this project immediately following receipt of the fully executed contract, included as Exhibit C, and the following additional data, which will be provided by the project client:

- a) Survey of the project site in state plane coordinates provided in AutoCAD format depicting boundary, topography, utility, tree inventory, and jurisdictional wetland lines.
- b) Survey must also note conversion factor to NGVD 29 datum.
- c) Topography must be correlated to the U.S. Geological Survey (USGS) NAVD88 datum for the site as well as for adjacent lands, including adjacent access roads, to reflect conditions that will affect the site design.
- d) Drawing file to include a minimum of two elevation benchmarks, and topographic surface (TIN) and/or point file.
- e) Tree inventory to include tree species, size (DBH) in a numbered and tabulated format.

MDG will assist in acquiring the above information if requested in writing. These services will be billed on a time and materials (T&M) basis in accordance with Exhibit B, General Terms & Conditions, plus direct reimbursable expenses.

Services or work items not specifically set forth in this proposal are excluded. Should additional scope be requested by the Project Client, a change order for the additional services will be negotiated, and a change order proposal outlining costs will be fully executed before the additional work shall commence.




EXHIBIT B
GENERAL TERMS & CONDITIONS
Revised: 01/24/2020

- a) **Scope of Work.** Assumes normal engineering and design services. Work outside the scope of services outlined in this proposal or changes due to revisions required by the Client or any government agency will require a Change Order to define the additional scope and billing terms. Costs will be based on the schedule of fees/rates herein, or renegotiation of this Agreement to the satisfaction of both parties. Unless specifically noted otherwise, service fees proposed in this Agreement exclude costs for the following fees and work types, but are not limited to all permit application and governing agency fees, consumptive use permitting, wetlands mitigation, threatened/endangered species studies, geotechnical studies, traffic studies, shared parking studies, landscape architecture, irrigation designs, site lighting, structural/MEP engineering, architecture, agency construction inspection and as-built reviews, impact and clearance sheet fees, construction stakeout, other inspection services, and reimbursable items as outlined in Exhibit B, General Terms & Conditions.
- b) **Compensation.** The Client agrees to pay MDG, as compensation for its services under Exhibit A (Scope of Services) of this Agreement, a fee to be computed as described above and based upon the established rates. Billing occurs monthly and is based on documented project progress. Payments may be made by check, ACH deposit, or credit card (a 3.5% transaction fee is assessed for credit card payments). Payment is due upon receipt of the invoice. Payments not received within 30 days of the invoice date are considered delinquent and all submittals will be put on hold for the Client’s projects until full payment is received. Continued work relies on prompt payment of invoices. Interest at the rate of 1.5% per month (or 18% per annum) will be added to any unpaid balance after 30 days from the invoice date and all work will cease until full payment is received. Delinquencies lasting more than 70 days will result in a Claim of Lien recorded against the property. The Client will be responsible for payment of any legal, collection, application, and permitting fees. Clients are responsible for paying application and permit fees prior to MDG making submittals. Subcontractor services and fees paid by MDG on behalf of the client will include a 15% surcharge. Services performed by Project staff on a time and materials basis will be billed at the following hourly rates:


Principal	\$225/hour	Sr. Landscape Architect	\$160/hour
Vice President	\$185/hour	Landscape Architect	\$130/hour
QA/QC Manager	\$160/hour	Senior Construction Inspector	\$115/hour
Senior Project Manager	\$175/hour	Inspector	\$95/hour
Project Manager	\$150/hour	CAD Designer - I	\$90/hour
Senior Professional Engineer	\$170/hour	CAD Designer - II	\$105/hour
Professional Engineer	\$150/hour	Senior CAD Designer	\$125/hour
Project Engineer, EI - III	\$130/hour	Director of Marketing	\$60/hour
Project Engineer, EI - II	\$120/hour	Senior Graphic Designer	\$105/hour
Project Engineer, EI - I	\$110/hour	Graphic Designer	\$85/hour
Senior Planner	\$160/hour	Controller	\$95/hour
Planner	\$130/hour	Administrative Support	\$60/hour

- c) **Rates.** The rates quoted in this proposal are good for 90 days. If a signed contract is not executed within this 90 day period, rates will be subject to change, and MDG’s standard hourly rates in effect at the time the contract is signed and executed will be applied. For contracts lasting more than a year, MDG reserves the right to adjust hourly rates shown above to match the current standard hourly rates in effect. Prior to any such rate change, MDG will provide the Client with a 30-day notification.

- 
- d) **Documents.** All plans, drawings, reports, information, etc. prepared or assembled by MDG's data creator [Engineer] under this Contract are for the Client's use in completing scope of work identified for use on the Project. The Client further agrees that they shall not be made available to any individual or organization for any other use, or reuse by others, without the prior written approval of MDG.
- e) **Certification.** Represented by a signed or sealed statement of a professional landscape architect or engineer means that services performed were based upon his/her knowledge, information, and belief in accordance with commonly accepted procedures and applicable standards of practice but is not a guarantee or warranty.
- f) **Work Performed.** All plans, designs, and documents will be prepared consistent with normal professional standards of care but does not guarantee success, approval, or issuance of permits. MDG will not accept back charges on corrective action without written agreement of both parties.
- g) **Reimbursable/Direct Expenses.** Unless specifically stated, direct expenses will be billed in addition to our lump sum fees. Examples of expenses include, but are not limited to:
- Mileage will be billed per current IRS rates.
 - Production costs will be billed at the following rates:
 - Paper copies:
 - 8½"x11" B&W - \$0.25 each
 - 8½"x11" Color - \$0.40 each
 - 11"x17" B&W - \$0.50 each
 - 11"x17" Color - \$0.80 each
 - Plots 24" x 36":
 - Black line plots - \$2.00 each
 - Color plots - \$50.00 each
 - Mylar - \$40.00 each
 - Binding: \$5.00 per book
 - Foam Board Mounted Color Plots: \$65.00 each
 - CD containing project data (i.e. CAD files, photographs, documents, etc.): \$12.00/each

The following will be billed at cost plus 15%:

- Travel and hotel expenses
 - Shipping and delivery, including UPS shipping and courier services
- h) **Estimates.** Costs proposed in the Agreement are guaranteed for 90 days from the date of this document.
- i) **Compliance.** All work will be in accordance with appropriate city, county, and state or other governmental regulations.
- j) **Transfer or Termination.** The Client or MDG may terminate this Agreement by notifying the other party in writing. Termination will become effective one (1) calendar day after receipt of the termination notice. Irrespective of which party shall initiate termination or the cause therefore, the Client shall, within thirty (30) calendar days of termination, remunerate MDG for services rendered and costs incurred, in accordance with MDG's prevailing fee schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as any travel or demobilization costs associated with termination itself.
- k) **Retainer.** If a retainer is required, it will be kept for the duration of the Project and applied to the final invoice. Any remaining balance after applying the retainer will be refunded to the Client. At the completion of the Project, if no monies are remaining due in which to apply the retainer, MDG will refund the full retainer amount.

-
- 
- l) **Liability.** Any claims made by the Client for losses, injuries, expenses, or damages shall not exceed the total fee of the project and shall include, but is not limited to, negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Pursuant to Florida Statutes, Section 558.0035, an individual employee or agent may not be held individually liable for negligence.



**EXHIBIT C
CONTRACT AGREEMENT**

Upon acceptance, please sign, date and return this Agreement to our office. We will return a fully executed copy of this Contract Agreement for your file, which will serve as Authorization to Proceed with services as outlined in Exhibit A, Scope of Work.

The undersigned have executed this Agreement on the day and year set forth below.

Rob A. Matthews III 2/4/20
Authorized Signature *Date*
On Behalf of **Matthews Design Group**
Rob A. Matthews III, PE, President
7 Waldo Street
St. Augustine, FL 32084
904.826.1334
Rob@MDGinc.com

CLIENT ACCEPTANCE AND AUTHORIZATION

Darren Smith 2/4/20
Authorized Signature *Date*

Darren Smith, President
Name, Title

On Behalf of SHAG Development, LLC
Company/Client Name

Billing Contact Darren Smith

Billing Email Address dsmith@smithhenzy.com

Billing Address 1079 Mulberry Way
Address

Boca Raton, FL 33486
City, State, Zip Code

Billing Phone No. 561-859-8520

RAM/ah
20024p23

iii. Proof of Bonding Capacity

Please find a letter outlining Sauer Incorporated's bonding capacity attached.

Federal Insurance Company
202B Halls Mill Road
Whitehouse Station, NJ 08889-1600

O 908-903-3493
F 908-903-3656
surety@chubb.com

CHUBB®

January 2, 2020

Ms. April Bacon
SJC Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084

Re: Contractor Prequalification Letter for Sauer Incorporated
CDBG-DR Multi-Family Affordable Housing Facility

Dear Ms. Bacon:

We understand that preliminary discussions are taking place regarding the above-referenced contract/project and our customer, Sauer Incorporated. Accordingly, Sauer Incorporated has asked us to provide you with information relating to our experience and relationship with them as Sauer Incorporated's surety.

Federal Insurance Company has participated in the surety program of Sauer since 1990. During that time, we have underwritten bonds for single projects up to \$125,000,000 within an overall program of \$600,000,000. We have had a favorable experience with Sauer Incorporated and developed a high regard for them as a surety customer.

Should the above-referenced contract/project be awarded to and accepted by Sauer Incorporated, we are prepared to consider providing the required bonds on their behalf. Our support is conditioned upon and subject to the completion of our underwriting process, including, but not limited to, our review of and satisfaction with the underlying contract documents, bond forms and financing, and our determination that the proposed bonding arrangement is acceptable to us.

This letter is not an assumption of liability or a commitment to issue bonds. It is solely a contractor prequalification letter for Sauer Incorporated, which is being furnished to you at its request. Any arrangement for bonds is strictly a matter between Sauer Incorporated and Federal Insurance Company.

Very truly yours,



Jeffrey A. Frank
Attorney-in-Fact

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Jeffrey A. Frank

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

Surety Bond Number: Letter
Obligee: SJC Purchasing Department

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 15th day of September, 2018.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon SS.

On this 15th day of September, 2018, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 16, 2019

Signature of Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 2nd day of January, 2020.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Section 3: Experience

i. Description of Respondent's Experience & Example Projects

The Respondent and its team of subcontractors has extensive experience dealing with the government authorities that will regulate the utilities and permits required for the development of San Marcos Heights. The authorities include, but are not limited to, Florida Department of Environmental Protection, U.S. Environmental Protection Agency, U.S. HUD's Recapitalization Department, St. Johns River Water Management District, the Water and Sewer Department, the Florida Department of Health, Florida Department of Transportation and The State Historic Preservation Office (SHPO).

Working with these agencies is standard practice for the Respondent, who takes a "hands on" approach to approvals and permitting, including providing direct correspondence, applications and submittals to the governmental agencies that will regulate development. The Respondent has secured a team of professionals who have experience and a unique understanding of working with the U.S. Department of Housing and Urban Development (HUD) requirements for development of affordable, sustainable and mixed-income and/or mixed-use housing development projects.

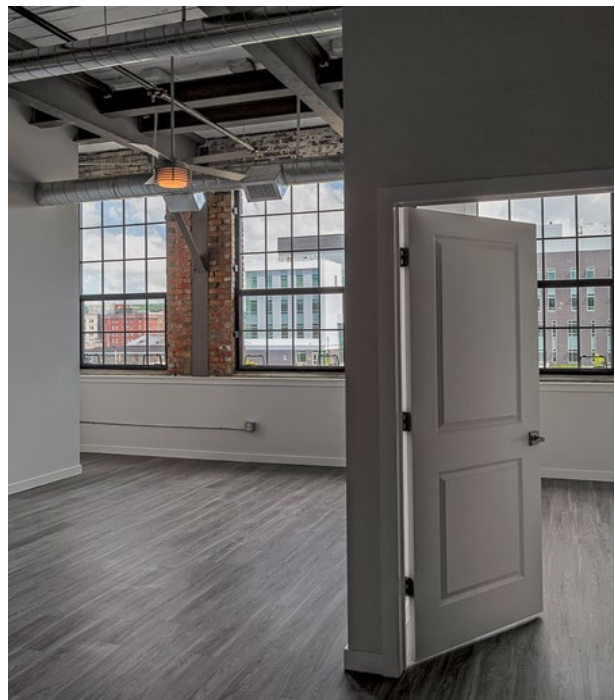
The team has a deep familiarity with federal, state and local government programs, including experience with HUD dispositions and mixed finance approvals, Davis Bacon Wages, partnering with Section 3 individuals and MBE/WBE/DBE contractors, working with HUD's RAD program, and Part 50 and Part 58 Environmental Approvals.

More specifically, Smith & Henzy has extensive experience with a variety of project types and funding sources, including CDBG-DR funds. Through their role as a development consultant in New York, Smith & Henzy worked on two affordable housing transactions that utilized CDBG-DR funding made available for projects in the aftermath of Superstorm Sandy. Smith & Henzy provided advisory services to assist in closing the financing necessary to construct 40 apartments in Clarkstown, New York, which utilized \$7.5 million in CDBG-DR funds. The project includes a twenty percent set-aside for residents with developmental disabilities and the balance of the units are designated for low-income families earning up to 80% AMI. The project closed on financing in 2017 and construction has been completed.

Smith & Henzy also provided development and financial advisory services to close on financing and begin construction of 105 affordable apartments in Johnson City, New York. The project included the adaptive re-use of a former factory. The project utilized \$3.485 million in CDBG-DR funding. The project's total development costs were \$33.4 million. Smith & Henzy secured bond financing, CDBG-DR, Federal and State Housing Tax Credits, Federal and State Historic Credits, and other subsidies from New York State to effectuate the project. The project closed on financing in March 2017 and construction is complete.



Johnson City, NY – Former Factory Before Adaptive Re-Use





Johnson City, NY – Former Factory Post Adaptive Re-Use

Smith & Henzy has worked with the Deerfield Beach Housing Authority (DBHA) since 2015. An FHFC underwriter recommended Smith & Henzy to DBHA when they needed to replace an underperforming developer that they had engaged to assist with their project, Stanley Terrace. DBHA hired Smith & Henzy as a consultant to provide financial feasibility analysis, underwriting, legal review of debt and equity letters of interest, and to coordinate the RAD conversion.

Smith & Henzy came in and successfully closed Stanley Terrace, a 96-unit family designated RAD conversion with a HUD 221(d)(4) loan, 4% LIHTC, and tax-exempt bonds from the Broward County Housing Finance Authority in September of 2016. Development costs totaled approximately \$20.8 million. Stanley Terrace was the first public housing RAD conversion in Florida utilizing tax-exempt bonds and 4% LIHTC.

Smith & Henzy took on a lead role in managing the rehabilitation of Stanley Terrace, processing the construction requisitions, obtaining the IRS 8609s and closing out the project. Based on Smith & Henzy's strong performance as a consultant on Stanley Terrace, DBHA engaged Smith & Henzy as a long-term development partner.



Stanley Terrace - Post Rehab Unit Interior



Stanley Terrace - Post Rehab Unit Interior

In 2017, Smith & Henzy and DBHA applied for and won a 9% LIHTC award for The Palms of Deerfield Apartments (“The Palms”), a 100-unit elderly designated RAD conversion. Smith & Henzy closed on the financing for The Palms in 2019 and the project is currently under construction. In addition to 9% LIHTC equity, the sources of financing on The Palms include a seller’s note and taxable loan. The Palms total development costs equate to approximately \$15 million.

Stanley Terrace and The Palms are success stories because of Smith & Henzy and DBHA’s effective working relationship. Smith & Henzy has been fundamental in assisting DBHA in structuring and closing complicated projects and it’s for that reason that DBHA has entrusted Smith & Henzy to move forward in looking at opportunities related to the redevelopment of DBHA-owned land and the rehabilitation of DBHA’s existing LIHTC properties.

In acquiring Lake Delray, a 404-unit elderly community in Delray Beach, FL, Smith & Henzy partnered with the Delray Beach Housing Authority (DRBHA) and an institutional investor. Smith & Henzy is the sole developer of Lake Delray and the majority owner. The financing plan that Smith & Henzy prepared to acquire the property included a strategy to renew the 182-existing project-based vouchers, add 20 new vouchers to the project, and help DRBHA become the property manager. Through Smith & Henzy's plan, DRBHA grew their property management business, increased staff, and diversified their income stream.

To bring the acquisition rehab to fruition, Smith & Henzy secured a 4% LIHTC award and the largest tax-exempt bond issuance in Palm Beach County history from the Palm Beach County Housing Finance Authority. Smith & Henzy and DRBHA closed on Lake Delray in the fourth quarter of 2016, finished the rehab of all 404-units in 14-months, and stabilized in 2019. Total development costs were \$70.4 million, and the project resulted in renovations of \$15.7 million.

On a daily basis, Smith & Henzy worked hand-and-hand with DRBHA to relocate tenants, complete the rehab on-time and on-budget, and stabilize the property. Currently, Smith & Henzy and DRBHA are working together to maintain Lake Delray, and ensure it operates successfully for many years to come.



Lake Delray - Post Rehab Exterior

Tacolcy Economic Development Corporation (TEDC) is a nonprofit, minority developer that has nearly 30-years of experience developing both affordable housing and retail/commercial space in Liberty City, Miami. TEDC owns and manages approximately 750-units of affordable and workforce housing and owns a significant amount of vacant land on which they intend to development.

Smith & Henzy has worked with TEDC since 2015. At that time, Citibank recommended Smith & Henzy to TEDC as a financial consultant. TEDC engaged Smith & Henzy and soon after, they closed on the syndication of two former LIHTC projects, Edison Terrace I & II, which total 120 apartments. Smith & Henzy developed a financing plan that allowed both projects to secure new tax-exempt debt issued by

Miami-Dade County Housing Finance Authority, restructured the existing subordinate debt, and raised approximately \$6.4 million in new tax credit equity. The financing plan developed by Smith & Henzy allowed TEDC to complete a \$6 million renovation of the projects. The debt structure consisted of an unfunded forward tax-exempt loan (“TEL”) from Freddie Mac for the permanent financing and a variable rate tax-exempt construction loan. This was the first Freddie Mac TEL deal in Florida.

Next, Smith & Henzy worked with TEDC to secure the financing for and in 2016, close Tuscany Cove, a new construction project that contains 160 apartments for the elderly. To ensure the financial feasibility of Tuscany Cove, Smith & Henzy negotiated with Miami-Dade County to restructure the existing subordinate debt on the property, which consisted of paying off some debt and assuming some debt into the new deal. Smith & Henzy also applied for and won a Miami-Dade County Surtax loan and a City of Miami HOME loan. In addition to these sources, Tuscany Cove was financed with 4% LIHTC equity, a FHFC SAIL loan, tax-exempt bonds issued by FHFC. Development costs totaled approximately \$34 million.



Tuscany Cove Rendering

Through the successful closing and financial management of Edison Terraces and Tuscany Cove, TEDC recognized Smith & Henzy’s skill in crafting creative solutions to complex development problems and engaged Smith & Henzy as their long-term development partner.

In 2017, TEDC and Smith & Henzy won a \$8.5 million FHFC SAIL award for Edison Place under FHFC’s Request for Applications for the Construction of Workforce Housing. The development of Edison Place will include the rehab of 100 existing units and the construction of 100 new units. Edison Place is currently in credit underwriting with FHFC and is on-track to close in 2019. Smith & Henzy has developed a plan to implement income averaging across the existing and new units to allow TEDC to serve households up 80% AMI. In addition, Smith & Henzy is currently working with TEDC to satisfy all

lender and investor due diligence requests, ensure the project architect is advancing the design in concert with the City of Miami's requirements, and negotiate the construction contract.



Edison Place Rendering

The sources of financing on Edison Place include 4% LIHTC equity, the FHFC SAIL loan, tax-exempt bonds issued by Miami-Dade County, a seller's note, a reserve loan, and an assumption of existing debt. The total development costs are approximately \$46 million.

Smith & Henzy is a co-developer and co-owner of Edison Place and Garden Walk, which Smith & Henzy closed with TEDC in July of 2018. Garden Walk is located in Cutler Bay, FL and consists of 228-units in 9-buildings. The project is currently under construction.

The sources of funds for the rehab of Garden Walk include 4% LIHTC equity, tax-exempt bonds issued by Miami-Dade County Housing Finance Authority, a Miami-Dade County HOME loan, a seller's note, a reserve loan, and an assumption of existing debt. Development costs on Garden Walk total approximately \$36 million. With construction completion slated for 2020, Smith & Henzy is currently managing the construction requisitions, and working with TEDC to prepare relocation plans, lease-up schedules and audit documentation.

Smith & Henzy joining the ownership of both Edison Place and Garden Walk is a symbol of TEDC's confidence in their partnership with Smith & Henzy. By the end of 2020, Smith & Henzy and TEDC will close four deals in five years, which further TEDC's mission to serve low-income communities. With an extensive portfolio of properties and vacant land, TEDC has asked Smith & Henzy to assess various opportunities for their next project together.

ii. Description of Sub-Contractor's Experience with HUD/CDBG/CDBG-DR

Team member Sandra Frye of Frye Environmental brings more than 25 years of experience solving complex environmental issues, including those related to large CDBG and CDBG-Disaster Recovery projects, HOME assisted projects, and Choice Neighborhood Grants. Frye has provided training and in-depth technical assistance to numerous governmental UD Disaster Recovery Grantees since 2006. The governmental entities include:

- State of Mississippi and Alabama in 2006 as part of a \$5.5 billion assistance package for victims of Hurricanes Katrina, Rita, Wilma;
- State of Alabama, City of Birmingham, and Tuscaloosa and Jefferson Counties in 2012 and 2013 for \$175 million of assistance for victims from 2011 devastating tornadoes;
- State of Tennessee and Shelby County in 2013 for \$105 million in National Disaster Resilience funding to assist victims of severe storms and flooding in 2011;
- State of South Carolina, Richland and Lexington Counties, and the City of Columbia in 2015 and 2016 for \$300 million of assistance for victims of Hurricane Matthew and severe 2015 flooding events;
- State of Florida in 2016 and 2017 for \$733.8 million of assistance for victims from Hurricanes Irma, Hermine, and Matthew; and
- Puerto Rico in 2017 and 2018 for \$20 billion of assistance for victims from Hurricane Irma and Maria.

Frye is pleased to bring this unmatched experience to St. Johns County to ensure all the necessary HUD guidelines and regulations are followed.

Section 4:
Socioeconomic Business Enterprise

i. Engagement Strategy

The Respondent is committed to DBE/MBE/WBE/Section 3 business enterprise contracting. Low-income community members, local businesses, and disadvantaged-, minority-, and woman-business enterprises deserve the unique opportunity to participate in the development of San Marcos Heights.

SHAG Development has engaged Nelson & Associates, which is a woman and minority owned business, to serve as the Property Manager and Social Service Coordinator for the Project. In addition, Frye Environmental, a woman owned business has been engaged to serve as the Project's HUD Environmental Consultant. SHAG Development has also engaged Ezell Law Firm, which is a Certified Disadvantaged and Minority Business Enterprise. Lastly, the Respondent has engaged DuCon Construction ("DuCon") to serve as a Local Hire Consultant. DuCon is itself a Certified Minority Business Enterprise and will implement the following scope of work to ensure that whenever possible, the development team engages Section 3 individuals, local business, and disadvantaged-, minority-, and woman-business enterprises:

- Design Phase
 - Review plans to develop Section 3 workforce demand and capacity for current market timing.
 - Analyze and provide input on scope breakout for sub-tier and alternative bid packages and engage sub-tier subcontractor involvement (similar to design assist).
 - Community and client stakeholder meetings to develop market-based subcontractor and labor force capacities, set project expectations and create community inclusion.
- Pre-Construction Phase
 - Partner with local workforce agencies (i.e. Career Source) to assist in job candidate development specific to the project.
 - Introduce Section 3 job and training candidates to subcontractors.
 - Vet and introduce MBE and Section 3 subcontractors to major prime subcontractors for sub-tier contracting and mentor opportunities.
 - Review plans and specifications with potential bidding MBE and Section 3 subcontractors. As an experienced Construction Management Firm, DuCon assists MBE and Section 3 subcontractors in the scoping and bidding of the project to provide them the best opportunity to be competitive.
- Construction
 - On-Board Prime Subcontractors – DuCon participates in all Construction Manager/Subcontractor Pre-Construction Meetings to set expectations with subcontractors and train them on the Section 3 training, hiring, and reporting process that will be used throughout the project.
 - Section 3 status tracking and reporting to the client and stakeholders.
 - Continuous Section 3 workforce development and job placement.
 - Train and mentor awarded MBE and Section 3 subcontractors that may not be experienced with large scale projects to assist in their success.
 - Mediate Section 3 employment issues between subcontractors and Section 3 hires to ensure fairness.
- Post-Construction/Closeout

- Report final MBE and Section 3 statistics for the project.
- Present final statistics to client and community and municipal stakeholders.

ii. Sauer Small Business Participation Plan

Please find the General Contractor's Small Business Participation Plan, in which they describe their efforts related to hitting an owner's subcontractor hiring goals, attached.



Sauer Incorporated historically promotes the usage of Small Businesses (SBs) as subcontractors by maintaining an ‘in-house’ data base of all small businesses and continuously strives to increase this resource through publication of bid opportunities in local media; attendance at local small business ‘matchmaking’ and business trade opportunities/conferences; participation in protégé and mentoring programs; and, focused training to all who are responsible for purchasing and subcontracting opportunities.

Sauer maintains a database of over 4,000 Subcontractors, the far majority of which are small business. Sauer has an agreement with GradeBeam to takeover Sauer’s bid notifications to Subcontractors. GradeBeam also brings to Sauer their own database of over 8,000 subcontractors, most of which are from the various Small Business categories, thereby further adding to the number of small and minority subcontractors that Sauer will be able to reach regarding bidding opportunities.

We employ good faith efforts in meeting project Small Business Plan Goals by use of the Government System for Award Management (SAM), BlueBook, US Department of Commerce Business Development Agency, prior construction experience in the area and in-house databases, as well as publicizing subcontracting opportunities, outreach, assistance, counseling and other available methods.

It is our policy to maintain records on each subcontract solicitation resulting in an award of more than \$150,000. We monitor our attempts to solicit and consider for award all qualified small business designations and reasons for purchasing decisions. We maintain records to support subcontract award data, including the name, address and business size of each subcontractor.

In addition to our efforts to maximize results, Sauer monthly monitors subcontracting awards by SB, SDB, WOSB, HUBZone, VOSB, etc., category. These in-house summaries are reviewed by our Small Business Liaison Officer and provided to each project manager, operations manager, and Vice President to ensure that we are maximizing our efforts to reach small businesses in all socio-economic areas. In addition to just reviewing the numbers, efforts are made to ensure that all subcontractors are properly identified by small business category through self-certifications requested from each subcontractor either as the purchase order/subcontract is issued or during our annual subcontractor certification process. We recently completed an educational training webinar for all project managers and responsible purchasing agents to review the Company’s Prime Contracting responsibilities and the importance of successful performance of the small business goals assigned to each and every Sauer contract.

Our subcontracting plan will be expected to meet or exceed the minimum stated goals for utilization of small, minority, HUBZone, Women owned, Veteran-Owned and Service Disabled Veteran-Owned Businesses. A review of our past subcontracting plans submitted and approved by government agencies indicates our “planned subcontracting” value will generally fall in the range of 50% of the contract value. Based on this, and the fact that we include in our analysis and reporting all

subcontractors that contribute to contract performance we would expect to exceed the required goals.

Over the past five years (FY2014 through FY2018), in most cases Sauer has consistently exceeded its stated cumulative goals for all categories of small business performed on Federal projects including small business, women-owned small business, small disadvantaged business, veteran-owned small business, service-disabled veteran small business and HUBZone small business.

Subcontract Goals	CY 2019	CY2018	CY 2017	CY 2016	CY2015	CY2014
SB Goal:	44.16%	46.16%	47.73%	46.62%	47.17%	50.07%
Sauer Accomplishment:	69.75%	60.80%	71.67%	70.10%	72.43%	72.97%
SDB Goal:	10.15%	11.02%	12.74%	12.70%	11.56%	11.45%
Sauer Accomplishment:	14.18%	13.75%	12.57%	10.60%	12.20%	13.50%
HUBZone Goal:	5.38%	6.80%	7.85%	5.95%	5.50%	4.90%
Sauer Accomplishment:	5.05%	5.75%	10.43%	7.37%	6.40%	6.93%
WOSB Goal:	10.55%	11.29%	12.56%	11.25%	9,74%	9.63%
Sauer Accomplishment:	10.55%	11.93%	16.03%	14.73%	16.93%	16.63%
VOSB Goal:	5.29%	6.16%	6.08%	4.56%	3.59%	3.44%
Sauer Accomplishment:	6.93%	7.30%	13.47%	10.63%	9.40%	8.33%
SDVOSB Goal:	3.58%	4.63%	5.11%	3.46%	2.79%	2.93%
Sauer Accomplishment:	2.73%	3.35%	7.60%	4.63%	4.77%	4.63%

iii. Sub-Contractor MBE/WBE/DBE Certification

Please find DuCon's State of Florida Minority Business Certification and Hillsborough County Public Schools Office of Supplier Diversity Certification, as well the State of Florida's DBE Directory listing of Ezell Law Firm and Ezell Law Firm's National Minority Supplier Development Council's Certification attached.

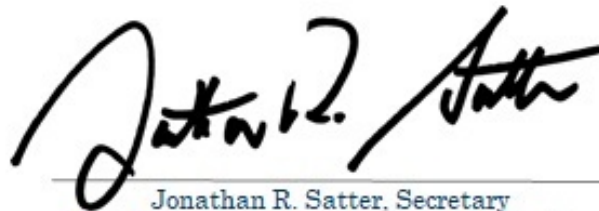
State of Florida

Minority Business Certification

DuCon, LLC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

10/04/2019 to 10/04/2021



Jonathan R. Satter, Secretary
Florida Department of Management Services



Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd



Hillsborough County

PUBLIC SCHOOLS

Preparing Students for Life

Office of Supplier Diversity

Certificate of Registration

DuCon, LLC

Is registered with Hillsborough County Public Schools Office of Supplier Diversity as a **SBE/W/MBE**

Registration Expiration: **10/04/2021**

Eric J. Graham

Eric J. Graham
Supplier Diversity Officer

Florida UCP DBE Directory

Number of Records Returned: 1

Selection Criteria:

Vendor : EZELL LAW FIRM P A

Vendor Name: EZELL LAW FIRM P A

DBE Certification: CERTIFIED

MBE Certification: Certified

DBA:

Former Name:

Business Description: LEGAL SERVICES

Mailing AddressJ: 3560 CARDINAL POINT DRIVE STE 10
1
JACKSONVILLE, FL 32257-

Contact Name: BRENDA B EZELL

Phone: (904) 432-3200

Fax: (904) 432-3201

Email: BRENDA@EZELLFIRMPA.COM

ACDBE Status: N

Statewide Availability: Y

Certified NAICS

541110 Offices of Lawyers

541611 Administrative Management and General Management Consulting Services

541618 Other Management Consulting Services

Run on : 01/30/2020

Page: 1

THIS CERTIFIES THAT

Ezell Law Firm, P.A.



* Nationally certified by the: **FLORIDA STATE MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 541110; 541120; 541191; 541199

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

09/01/2019

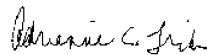
Issued Date

FL05782

Certificate Number

09/01/2020

Expiration Date


Adrienne Trimble



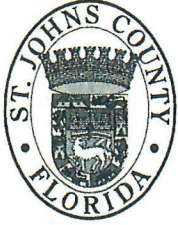
Beatrice Louissaint, President & CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

Section 5:
Administrative Information (Forms & Addenda)



St. Johns County Board of County Commissioners

Purchasing Division

January 6, 2020

ADDENDUM #1

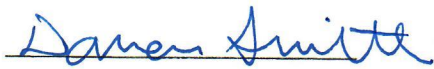
To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: **RFP 20-17; Development Partner(s) for
CDBG-DR Multi-family Affordable Housing Projects**

This Addendum #1 is issued to further respondents' information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and return each signed Addendum with their submitted proposal as provided in the RFP.

Clarifications/Revisions:

The deadline for submittal and opening of proposals for RFP No. 20-17 shall be revised to February 6, 2020 by or before 4:00 PM (EST).

Acknowledgment



Signature and Date

Darren Smith - Member

Printed Name/Title

SHAG Development, LLC
Company Name (Print)

Sincerely,



April Bacon

Disaster Recovery Procurement Coordinator

END OF ADDENDUM NO. 1



St. Johns County Board of County Commissioners

Purchasing Division

January 16, 2020

ADDENDUM #2

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: **RFP 20-17; Development Partner(s) for
CDBG-DR Multi-family Affordable Housing Projects**

This Addendum #2 is issued to further respondents' information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and return each signed Addendum with their submitted proposal as provided in the RFP.

Questions/Answers:

1. Household income mix among very low, low, moderate and middle income households?
Answer: Fifty-one percent (51%) of total units must meet HUD's guidelines for Low-Moderate Income (LMI) criteria. The remaining forty-nine percent (49%) can be offered at Market Rates.
2. Unit mix of required bedrooms and bath types?
Answer: Unit mix should follow standard industry configurations. The preference is towards having a greater amount of two (2) and three (3) bedroom units and less one (1) bedroom units.
3. Issuance of the RFP occurred on December 19, 2019 and proposals must be submitted by January 23, 2020. This is allowing for 35 days to respond during the busiest holiday season of the year. Will you kindly consider extending the deadline to February 21, 2020?
Answer: The submittal date was extended to February 6, 2020 by Addendum #1.
4. If a Proposer has a large enough site, may we propose two facilities on one site?
Answer: No.
5. May one Development Partner propose two facilities on different sites?
Answer: Respondents may propose one or two facilities. The location preference for the proposed facilities is provided in the RFP.
6. The RFP encourages Proposers to consider sites eligible for affordable housing facilities to look closely at the intersection of SR 207 and Wildwood Drive; and the former town of Hastings, FL. Does the County own land in this area? And, if so, would you consider amending the RFP to include a "Notice of Disposition" if any of these parcels are available for development under RFP No. 20-17?
Answer: St. Johns County does not own these sites, so no Notice of Disposition is necessary. These Low to Moderate Income (LMI) areas are the preferred areas to consider, however, other LMI areas may be proposed.

7. Does the Evaluation Criteria give greater points to a site at the intersection of SR 207 and Wildwood Drive; and the former town of Hastings, FL over others within St. Johns County, FL?
Answer: No.
8. RFP was finalized 12/19/19 and published on Demand star 12/21/19. Response deadline is 1/23/20. Considering the holiday season, response time is less than 30 days. Does the county have a standard for minimum response time for answering a RFP?
Answer: See the response to Question #3.
9. Related to question #1, Does the county already have a specific property owned or under contract for the affordable housing project?
Answer: Preferred area(s) for facilities have been identified, however, there are no specific sites identified. Please see LOCATION on page 7 of the RFP documents.
10. Is it possible for this deadline to be extended?
Answer: See the response to Question #3.
11. Please provide an estimated time-lines for the committee to score all respondents, hold the public meeting, three (3) top respondents to provide oral presentations and the final selection.
Answer: The evaluation of submitted proposals will be held on 2/13/2020. At this time, no presentations are scheduled, but may be elected after the initial evaluation; the schedule of presentations would be determined at that time.
12. Are you requiring the site plan, appraisal, PH. 1, market study and survey be included in the submittal?
Answer: Yes.
13. We have assembled a team of professionals to respond to RFP 20-17 and are in the process of preparing our submission. However the amount of time given to respond is not adequate to prepare the amount of information requested in the solicitation. The RFP requests a Market Study, Appraisal and Phase I Environmental Site Assessment. These reports alone will take a minimum of 30-45 days to complete. The RFP was also issued right before several holidays making it even more difficult to meet the January 23rd submission deadline. In addition to the 3rd party reports, a concept plan must be developed by our team and the 1/23 submission date is a very short timeframe to prepare a quality plan.
Answer: See the response to Question #3.
14. We are respectfully requesting you to consider extending the deadline until at least 2/10.
Answer: See the response to Question #3.
15. I am contacting you regarding RFP NO: 20-17 DEVELOPMENT PARTNER(S) FOR CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITIES. Please consider amending or adding to the project to include peer review inspections for plans and specifications, phased construction, and post-construction for ADA/ABA/FHA compliance, as applicable.
Answer: Peer reviews will not be done.

Acknowledgment


Signature and Date

Darren Smith - Member
Printed Name/Title

SHAG Development, LLC
Company Name (Print)

Sincerely,

April Bacon,
Disaster Recovery Procurement Coordinator

END OF ADDENDUM NO. 2

**RFP NO: 20-17 DEVELOPMENT PARTNER(S) FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITIES**

ATTACHMENT A

COVER PAGE

**SUBMIT ONE (1) ORIGINAL HARD-COPY AND ONE (1) EXACT
ELECTRONIC PDF COPY ON A USB DRIVE IN A SEALED
ENVELOPE OR CONTAINER TO:**

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

COMPANY NAME: SHAG Development, LLC

COMPANY ADDRESS: 1079 Mulberry Way Boca Raton, FL 33486

COMPANY PHONE NUMBER: (561)-859-8520

CONTACT NAME & TITLE: Darren Smith - Member

CONTACT PHONE NUMBER: (561)-859-8520

CONTACT EMAIL ADDRESS: dsmith@smithhenzy.com

DATE: 1/17/20

**RFP NO: 20-17 DEVELOPMENT PARTNER(S) FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITIES**

ATTACHMENT B

Respondents shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the requirements as described in Part IV: Contract Requirements; I. Insurance Requirements (Page 14). Failure to provide proof of insurance or proof of the ability to obtain required coverage may result in Respondent being deemed non-responsive and therefore removed from consideration.

**CERTIFICATE(S) OF INSURANCE
(Attach or insert copy here)**

Please find a sample Certificate of Insurance attached for Smith & Henzy Advisory Group. SHAG Development, LLC, the Respondent is made up of two Managing Members, Darren Smith and Tim Henzy, who are the Principals of Smith & Henzy Advisory Group. If awarded the CDBG-DR funds, all required insurance will be secured by the ownership entity of San Marcos Heights.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/23/2020

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 Risk Strategies Company 3250 N. 29th Ave Hollywood, FL 33020	CONTACT NAME: Juan Bargez PHONE (A/C, No. Ext): 954-416-9597 E-MAIL ADDRESS: jbarquez@risk-strategies.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Smith & Henzy Advisory Group Inc 1079 Mulberry Way Boca Raton FL 33486	INSURER A: Century Surety Company	36951
	INSURER B: Twin City Fire Insurance Company	29459
	INSURER C: Allied World Insurance Company	22730
	INSURER D: Underwriters at Lloyd's of London	15642
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CCP864312	9/28/2019	9/28/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			0311-5248-1020805	9/30/2019	9/30/2020	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 <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A		21WBCAB2XGM	2/28/2019	2/28/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
D	Professional Liability			ANE1835455.19	12/30/2019	12/30/2020	\$1,000,000 / \$1,000,000 / \$15,000 Ded.

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

CERTIFICATE HOLDER**CANCELLATION**

St. John's County a political subdivision of the State of Florida
 500 San Sebastian View
 St. Augustine FL 32084

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

Michael Christian

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ACORD 25 (2016/03)

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**RFP NO: 20-17 DEVELOPMENT PARTNER(S) FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITIES**

ATTACHMENT C

**ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
DRUG FREE WORKPLACE FORM**

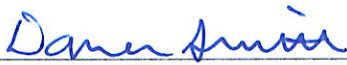
The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

SHAG Development, LLC 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

1/17/20

Date

**RFP NO: 20-17 DEVELOPMENT PARTNER(S) FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITIES**

ATTACHMENT D

AFFIDAVIT

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

At the time the Proposals are submitted, the Respondent shall attach to his RFP 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 Request for Proposals 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 Darren Smith who, being duly sworn, deposes and says he is (Member) of SHAG Development, LLC (Firm) the respondent submitting the attached Request for Proposals for the services covered by the RFP documents for **RFP No: 20-17; Development Partner(s) for CDBG-DR Multi-family Affordable Housing Facilities.**

The affiant further states that no more than one Request for Proposals 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 RFP 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.

Darren Smith
(Proposer)

By Darren Smith
Member
(Title)

STATE OF Florida)

COUNTY OF Palm Beach

Subscribed and sworn to before me this 21 day of January, 2020, by Darren Smith who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

Melissa Metviner
Notary Public



My commission expires:
12.06.2021

**VENDORS ON ALL COUNTY PROJECTS MUST EXECUTE
AND ATTACH THIS AFFIDAVIT TO EACH REQUEST FOR PROPOSALS.**

RFP NO: 20-17 DEVELOPMENT PARTNER(S) FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITIES

ATTACHMENT E

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF {SHAG Development, LLC}, being of lawful
age and being duly sworn I, {Darren Smith}, as {Member}
(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, un-matured 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 21 day of January, 2020.

Darren Smith
Signature of Affiant

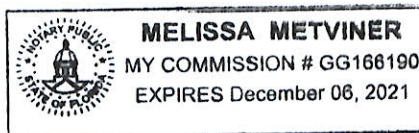
STATE OF Florida

COUNTY OF Palm Beach

Subscribed and sworn to before me this 21 day of January, 2020, by Darren Smith
who personally appeared before me at the time of notarization, and who is personally known to me or who has produced
_____ as identification.

Melissa Metviner
Notary Public

My commission expires:
12.06.2021



**RFP NO: 20-17 DEVELOPMENT PARTNER(S) FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITIES**

ATTACHMENT F

**ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
CONFLICT OF INTEREST DISCLOSURE FORM**

Project (RFP) Number/Description: **RFP No: 20-17; Development Partner(s) for CDBG-DR Multi-family Affordable Housing Facilities.** 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 consultants/contractors 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, and 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.

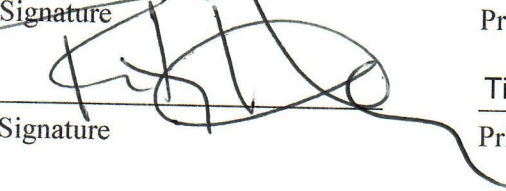
Legal Name of Respondent:

SHAG Development, LLC

Authorized Representative(s) :


Signature

Darren Smith / Member
Print Name/Title


Signature

Timothy Henzy / member
Print Name/Title

**RFP NO: 20-17 DEVELOPMENT PARTNER(S) FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITIES**

ATTACHMENT G

CLAIMS/LIENS/LITIGATION HISTORY

1. Within the past 7 years, has your organization filed suit or a formal claim against an owner or entity, or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a contract dispute? Yes _____
No X 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. N/A
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc. N/A
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 contract, been terminated for cause?
Yes _____ No X 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

Financial Consequences

1. Has an owner or entity ever withheld payment, assessed fees or penalties, or made a claim against any Performance and Payment Bonds? Yes _____ No X If yes, please explain in detail: _____

(Use additional or supplemental pages as needed)

administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s):

NAME (print): Darren Smith

SIGNATURE: *Darren Smith*

TITLE: Member

NAME OF FIRM: SHAG Development, LLC

DATE: 1/21/20

**RFP NO: 20-17 DEVELOPMENT PARTNER(S) FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITIES**

ATTACHMENT H

EQUAL OPPORTUNITY REPORT STATEMENT

The Respondent (Proposer) shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The awarded Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor or vendor as a result of such direction by the

administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s):

NAME (print): Darren Smith

SIGNATURE: *Darren Smith*

TITLE: Member

NAME OF FIRM: SHAG Development, LLC

DATE: 1/21/20

**RFP NO: 20-17 DEVELOPMENT PARTNER(S) FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITIES**

ATTACHMENT I

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-PRIMARY COVERED TRANSACTIONS**

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
2. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
3. are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
4. have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Respondent certifies that it shall perform a debarment verification on any subcontractor, sub-consultant, material supplier or vendor, that it proposes to contract with to perform any work under this RFP, and shall not enter into any transaction with any sub-Contractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by St. Johns County.

Handwritten Signature of Authorized Principal(s):

NAME (print): Darren Smith

SIGNATURE: 

TITLE: Member

NAME OF FIRM: SHAG Development, LLC

DATE: 1/21/20

**RFP NO: 20-17 DEVELOPMENT PARTNER(S) FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITIES**

ATTACHMENT J

**BYRD ANTI-LOBBYING COMPLIANCE AND
CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000). The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 9-26-16 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

Handwritten Signature of Authorized Principal(s):

NAME (print): Darren Smith

SIGNATURE: 

TITLE: Memeber

NAME OF FIRM: SHAG Development, LLC

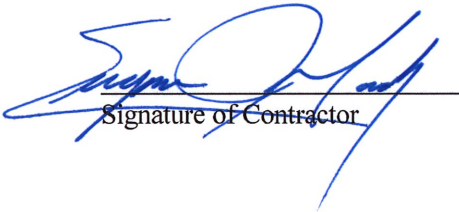
DATE: 1/21/20

**RFP NO: 20-17 DEVELOPMENT PARTNER(S) FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITIES**


ATTACHMENT K

**ST. JOHNS COUNTY
CERTIFICATION OF NON-SEGREGATED FACILITIES**

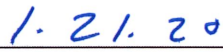
The federally assisted construction Contractor certifies that he does not maintain or provide for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Contractor certifies that he will not maintain or provide for his employees segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction Contractor agrees that (except where he has obtained identical certifications from proposed sub-Contractors for specific time periods) he will obtain identical certifications from proposed sub-Contractors prior to the award of subcontracts exceeding ten thousand (\$10,000.00) dollars US which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.



Signature of Contractor



Title



Date

**RFP NO: 20-17 DEVELOPMENT PARTNER(S) FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITIES**

ATTACHMENT L


NON-COLLUSION CERTIFICATION

St. Johns County requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Request for Proposals issued by St. Johns County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Proposal submitted in response to the Request for Proposals or in return for execution of a contract for performance or provision of services for which Proposals are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): Darren Smith

SIGNATURE: 

TITLE: Member

DATE: 1/21/20

NAME OF FIRM/PARTNERSHIP/CORPORATION:

SHAG Development, LLC

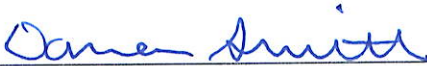
**RFP NO: 20-17 DEVELOPMENT PARTNER(S) FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITIES**

**ATTACHMENT M
CERTIFICATE OF COMPLIANCE
WITH FLORIDA TRENCH SAFETY ACT**

Respondent acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (ACT) and Occupational Safety and Health Administrations excavation safety standard 29 CFR 1926.650 (Subpart P as amended) and the St. Johns County Trenching and Excavation Safety Program. If there is a conflict between the ACT and the St. Johns County Trenching and Excavation Safety Program, the more stringent requirement would apply. Respondent further acknowledges that included in the various items of the Proposal are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990 and the Occupational Safety and Health Administrations excavation safety standard.

SHAG Development, LLC

Respondent Name



1/21/20

Authorized Signature

Date

Darren Smith - Member

Printed Name & Title

Part B

Section 6: Proposed Facility

i. Description of Facility

San Marcos Heights is a proposed, 132-unit affordable housing development at 127 Adair Road, just off SR-207, less than 0.5 miles from the intersection of SR-207 and Wildwood Road. This site has been selected due to its prime location. The proposed site is approximately 15 acres and was previously approved for a 132-unit assisted living, multifamily development. The development team has designed San Marco Heights as five (5), three-story residential buildings and a single-story, 8,000 square foot community service facility.

The parcel on which San Marcos Heights is to be developed is currently vacant and has a Mixed-Use Future Land Use designation. To develop San Marcos Heights, the Respondent will secure a Planned Unit Development (PUD) designation for the site. Through the PUD process, the development team will solicit and incorporate feedback on the Project from neighbors, local stakeholders, and City and County officials.

A PUD was previously approved for the development of a 132-unit assisted living, multifamily development on the parcel. Rob Matthews of Matthews Design Group, the Civil Engineer on the San Marcos Heights development team, has substantial historical knowledge of the proposed site, as he was the Civil Engineer responsible for working with St. Johns County to have the previous development plan approved. SHAG Development has engaged Matthews Design Group to coordinate the PUD application and approval process for San Marcos Heights. The site plan for San Marcos Heights, which has been included in this proposal, was designed by Rob Matthews and Mike Koppenhafer of Fisher Koppenhafer Architects. The site has been designed to comply with all multifamily zoning and building requirements.

See “Section 8: Project Approach” for more details on the proposed development.

ii. Survey

The San Marcos Heights site is approximately 15 acres; the Respondent is setting aside a portion of the site as a conservation area and to provide a buffer from the neighboring properties. Please find the property survey attached and the site plan included in Section 9.

BOUNDARY AND TOPOGRAPHIC SURVEY OF A PARCEL OF LAND IN SECTION 35, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST JOHNS COUNTY, FLORIDA

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN SECTION 35, TOWNSHIP 7 SOUTH RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AND DESCRIBED AS FOLLOWS:

CORNER OF THE SOUTHWEST CORNER AND OF THE NORTHWEST CORNER (A) OF SAID SECTION 35, A DISTANCE OF 3394 FEET TO THE POINT OF BEGINNING FOR BEING DESCRIBED PARCEL, DESCRIBED IN OFFICIAL RECORDS BOOK 41, PAGE 125 AND 126 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY FLORIDA; THENCE SOUTH 88 DEGREES 32 MINUTES 05 SECONDS EAST ALONG THE WEST BOUNDARY OF SAID PARCEL TO A POINT OF BEGINNING FOR BEING DESCRIBED PARCEL; THENCE EAST 12 FEET TO THE PART OF THE EAST BOUNDARY OF SAID PARCEL; THENCE SOUTH 88 DEGREES 32 MINUTES 05 SECONDS WEST ALONG SAID BOUNDARY LINE TO THE SOUTH LINE OF SAID LANE; THENCE SOUTH 88 DEGREES 32 MINUTES 05 SECONDS WEST ALONG THE SOUTH LINE OF SAID LANE TO THE POINT OF BEGINNING.

THE SOUTH LINE OF SAID LANE IS DESCRIBED IN OFFICIAL RECORDS BOOK 66, PAGE 94, OF SAID PUBLIC RECORDS OF ST. JOHNS COUNTY FLORIDA; SAID SOUTH LINE OF SAID LANE BEING 44 FEET WIDE AND 40 FEET WIDE AT THE EAST END AND 30 FEET WIDE AT THE WEST END; SAID SOUTH LINE OF SAID LANE BEING BOUNDARIES OF THE EAST AND WEST BOUNDARIES OF SAID PARCEL; SAID SOUTH LINE OF SAID LANE BEING BOUNDARIES OF THE WEST AND EAST LINES OF SAID PARCEL.

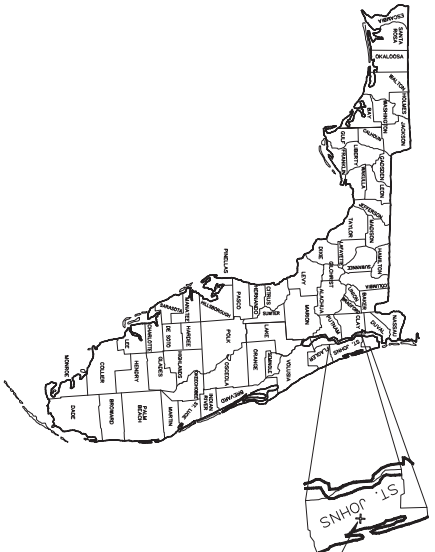
ALL DISTANCES ARE TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CANNOT BE SAID ACRES MORE OR LESS.

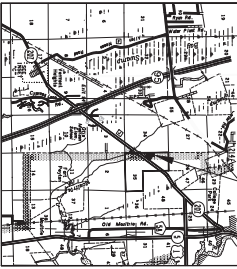
ITEMS CORRESPONDING TO SCHEDULE B - SECTION 2 EXCEPTIONS

BY TITLE INSURANCE COMMITMENT ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY DATED NOVEMBER 13, 2007 AGENT FILE NO. - HARVEST DEVELOPMENT/REWORK/REUSE FROM HORN.

1. CANNOT BE ACCURATELY LOCATED OR NOT FLOTTABLE.
2. CANNOT BE ACCURATELY LOCATED OR NOT FLOTTABLE.
3. CANNOT BE ACCURATELY LOCATED OR NOT FLOTTABLE.
4. CANNOT BE ACCURATELY LOCATED OR NOT FLOTTABLE.
5. CANNOT BE ACCURATELY LOCATED OR NOT FLOTTABLE.
6. CANNOT BE ACCURATELY LOCATED OR NOT FLOTTABLE.
7. CANNOT BE ACCURATELY LOCATED OR NOT FLOTTABLE.
8. SHOWN ON THIS SURVEY.
9. SHOWN ON THIS SURVEY.
10. SHOWN ON THIS SURVEY.
11. CANNOT BE ACCURATELY LOCATED, AFFECTS THE EASEMENT FOR INGRESS, EGRESS, AND UTILITIES ALONG THE SOUTHERLY BOUNDARY LINE.
12. CANNOT BE ACCURATELY LOCATED, AFFECTS THE EASEMENT FOR INGRESS, EGRESS, AND UTILITIES ALONG THE SOUTHERLY BOUNDARY LINE.



PROJECT LOCATION



SITE

REVISIONS

NO.	DATE	DESCRIPTION
1	3/06/09	UPDATE LEGAL DESCRIPTION TO SCHEDULE B - SECTION 2 EXCEPTIONS.
2	3/06/09	UPDATE OFFICIAL RECORDS SHOWN HEREON FOR THE INGRESS, EGRESS, UTILITY AND SHOWY FURNISH RELATION DISCREPANCIES.
3	3/11/09	UPDATE INGRESS AND EGRESS EASEMENT TO REFLECT OFFICIAL RECORDS BOOK 144, PAGE 148B OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.
4	4/20/09	UPDATE OF THE BOUNDARY TOPOGRAPHIC, AND TREE SURVEYS FOR ADDITIONAL SURVEY REQUESTED FOR THE REMAINING AREA OF THE 150 ACRE PARCEL.

SURVEYORS CERTIFICATION

I, a Professional Land Surveyor registered in the State of Florida, hereby certify to the following information on 5/20/08: (1) a fixed and determinate position on the ground; (2) a bearing and distance; (3) a true magnetic declination; (4) other structures to the property lines; (5) that there are no encroachments of buildings, structures or improvements located on the property into adjoining lands, nor encroachments onto the property of buildings, structures, or improvements located on adjoining lands, except as shown; (6) that the survey was conducted in accordance with the Florida Surveying and Mapping Law and the Florida Board of Professional Regulation, and that the survey was conducted in accordance with the Florida Board of Professional Regulation, and that the survey was conducted in accordance with the Florida Board of Professional Regulation, and that the survey was conducted in accordance with the Florida Board of Professional Regulation.

This is to certify that this map or plan and the survey on which it is based were made in accordance with minimum standards of professional care and that the survey was conducted in accordance with the Florida Board of Professional Regulation, and that the survey was conducted in accordance with the Florida Board of Professional Regulation, and that the survey was conducted in accordance with the Florida Board of Professional Regulation, and that the survey was conducted in accordance with the Florida Board of Professional Regulation, and that the survey was conducted in accordance with the Florida Board of Professional Regulation.

Date: January 21, 2009

Kerry Durden, Florida PLS #15281
 Board of Professional Surveyors & Mapper

ELOOD INFORMATION

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY SHOWN IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 12C02031B1 WHICH BEINGS AN EFFECTIVE DATE OF 02/02/2004 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

D-07-1242

GNOMONATICS CORP.

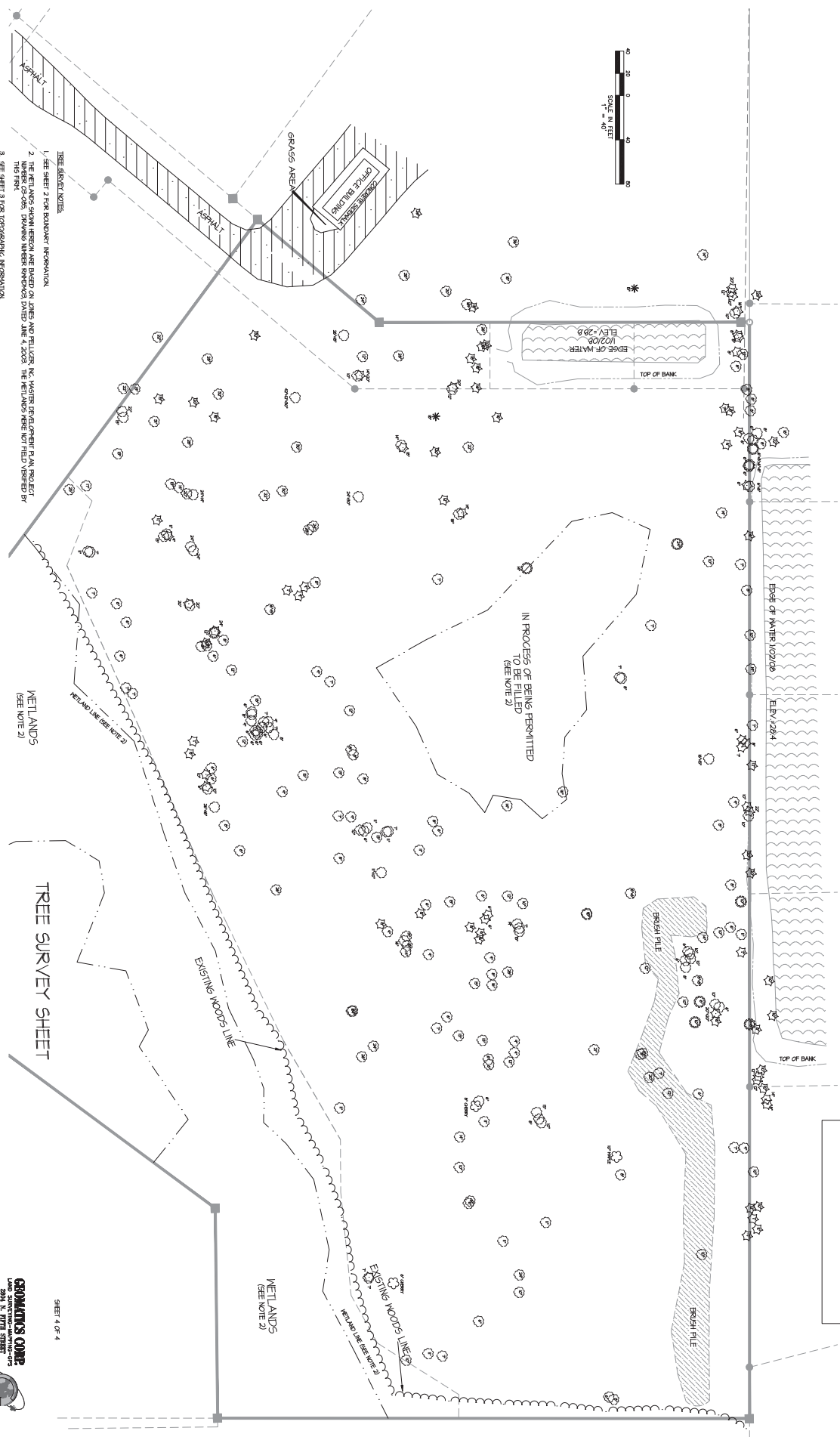
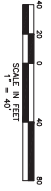
PROJECT No. D-07-1242	SHEET 1 OF 4
DRAWN BY: JERRY DURDEN	DATE: 4/23/08
CHECKED BY: T. DUBNER	DATE: 07-12/08
DATE: 07-12/08	DATE: 07-12/08
PL. INC. FILE # 6979	AL. INC. FILE # 638
PL. INC. FILE # 3387	AL. INC. FILE # 794
PL. INC. FILE # 6979	AL. INC. FILE # 638
PL. INC. FILE # 3387	AL. INC. FILE # 794



A MAP SHOWING
BOUNDARY AND TOPOGRAPHIC SURVEY OF
 A PARCEL OF LAND IN SECTION 35, TOWNSHIP 7 SOUTH, RANGE 29 EAST
 ST. JOHNS COUNTY, FLORIDA

TREE SURVEY LEGEND

	TREE RECORDED ON SURVEY
	DECIDUOUS TREE
	OAK TREE
	PALM TREE
	PINE TREE



- SEE SHEET NOTES:**
1. SEE SHEET 2 FOR BOUNDARY INFORMATION.
 2. THE WETLANDS SHOWN HEREON ARE BASED ON LINES AND BELLER, INC. PHOTO DEVELOPMENT PLAN PROJECT NUMBER 09-205. DRAWING NUMBER BREVETS DATED JUNE 4, 2009. THE WETLANDS WERE NOT FIELD VERIFIED BY THIS SURVEY.
 3. SEE SHEET 3 FOR TOPOGRAPHIC INFORMATION.

THIS SURVEY IS NOT COMPLETE WITHOUT SHEETS 1 THROUGH 4.

SHEET 4 OF 4

CONRADSON CORP.
 LAND SURVEYING & ENGINEERING, INC.
 2001 N.W. 117th Street
 Ft. Lauderdale, FL 33309
 P: 954.341.1000
 F: 954.341.1001
 www.conradson.com

D-07-1243

iii. Third Party Reports - Phase I Environmental Site Assessment; Appraisal; & Market Study

Please find the Phase I Environmental Site Assessment, the Land Appraisal, and Market Study Executive Summaries attached. In order to adhere to the page limit of the RFP response, the full reports have not been attached, but can be accessed at the DropBox link below:

<https://www.dropbox.com/sh/gq48pw4iaw5tlig/AADQx1JV8teYyR84T0sKaSbEa?dl=0>

The Phase I Environmental Site Assessment confirms that the site is free from any environmental conditions that would inhibit development of the Project. The Appraisal confirms that the market value of the site is \$2 million based on the intended use of the land. With the site being well serviced by commercial services and transportation linkages, the Market Study highlights the subject site as one well suited for affordable housing. In addition, the Market Study confirms that there is unmet demand for affordable units in the project area, and this demand is expected to grow, so the Project should lease-up quickly.



UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Sciences
Geophysical Services • Construction Materials Testing • Threshold Inspection
Building Inspection • Plan Review • Building Code Administration

LOCATIONS:

- Atlanta
- Daytona Beach
- Fort Myers
- Fort Pierce
- Gainesville
- Jacksonville
- Miami
- Ocala
- Orlando (Headquarters)
- Palm Coast
- Panama City
- Pensacola
- Rockledge
- Sarasota
- Tampa
- Tifton
- West Palm Beach

January 29, 2020

SHAG Development, LLC
1079 Mulberry Way
Boca Raton, FL 33486

Attention: Darren Smith

Reference: **Phase I Environmental Site Assessment**
127 Adair Road
St. Augustine, St. Johns County, Florida 32084
UES Project No. 0940.2000017.0000
UES Report No. 1741136

Dear Mr. Smith:

Universal Engineering Sciences, Inc. (UES) has completed a Phase I Environmental Site Assessment (ESA) in compliance with the American Society for Testing and Materials (ASTM) Standard E1527-13 for the above-referenced site (the "subject property"). The purpose of this assessment was to identify recognized environmental conditions (RECs) in association with the subject property as defined in ASTM E1527-13. Based on the conclusions of the Phase I ESA, UES finds no RECs to be associated with the subject property. Universal Engineering Sciences, Inc. does not recommend further environmental assessment of the subject property at this time. Further details regarding the Phase I ESA conducted by UES are presented in the attached report.

Continuing Obligations

The User of this report is required to ensure that continuing obligations are followed after purchase or acquisition of the subject property. Any land use restrictions in effect at the subject property must be maintained. The User should ensure that all parties at the subject property are following best management practices and taking "reasonable steps" with respect to preventing and limiting exposure to any hazardous substance releases on the subject property. In the event of a future release on the subject property, the property owner or responsible party should report it to the appropriate regulatory agency. Full cooperation must be provided to any parties authorized to conduct assessments or responses to the subject property.

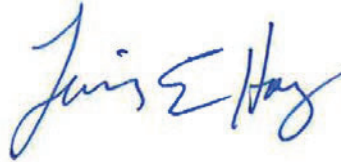
Please note that an environmental liens or activity and use limitations search was not performed for the subject property. In accordance with ASTM E1527-13, it is the responsibility of the User of this report to confirm that there are no environmental liens or activity and use limitations filed for the subject property. In the event that any are identified, please contact UES immediately for further evaluation.

Universal Engineering Sciences, Inc. appreciates this opportunity to provide environmental services to you and we look forward to future endeavors. Please contact the undersigned if you have any questions regarding this report.

Respectfully submitted,
Universal Engineering Sciences, Inc.



Thomas Borchert, L.E.P.
Senior Project Manager
Jacksonville Office
(904) 296-0757
tborchert@universalengineering.com



Lewis E. Hay, P.E.
Senior Geotechnical Engineer
Jacksonville Office
(904) 296-0757
lhay@universalengineering.com





UNIVERSAL ENGINEERING SCIENCES

PHASE I ENVIRONMENTAL SITE ASSESSMENT

Conducted on

127 Adair Road

St. Augustine, St. Johns County, Florida 32084

UES Project No. 0940.2000017.0000

UES Report No. 1741136

Report Date: January 29, 2020

Report Viability Date: July 27, 2020



Prepared for:

SHAG Development, LLC
1079 Mulberry Way
Boca Raton, FL 33486
Attention: Darren Smith

Prepared by:

Universal Engineering Sciences, Inc.
5561 Florida Mining Boulevard South
Jacksonville, Florida 32257
(904) 296-0757
www.UniversalEngineering.com

Prepared by:

Thomas Borchert, L.E.P.
Senior Environmental Consultant
Jacksonville Office

Reviewed by:

Lewis E. Hay, P.E.
Senior Geotechnical Engineer
Jacksonville Office

EXECUTIVE SUMMARY

Universal Engineering Sciences, Inc. (UES) has completed a Phase I Environmental Site Assessment (ESA) in compliance with the American Society for Testing and Materials (ASTM) Standard E1527-13 for the 127 Adair Road property located in St. Augustine, St. Johns County, Florida 32084 (the "subject property"). The purpose of this assessment was to identify recognized environmental conditions in association with the subject property as defined in ASTM E1527-13. The subject property evaluated for this Phase I ESA consists of approximately 15 acres of undeveloped wooded land. Furthermore, UES understands this Phase I ESA is being performed in association with a potential acquisition involving the subject property. Please refer to the Site Location Map (Figure A-1) and the Site Plan/2018 Aerial Photograph (Figure A-2) presented in **Appendix A** for additional information pertaining to the location of the subject property.

NOTE: Please carefully review this report in its entirety for a full description of our evaluation procedures and findings.

Based on UES' field observations, historical research, public records review and interviews conducted in accordance with ASTM format E1527-13, the findings of this Phase I ESA are as follows:

1. Aerial photographs, city directories, and property records were reviewed by UES to determine the historical use of the subject property. Currently and since at least 1999, the subject property has appeared to consist of a mixture of undeveloped grassy and wooded land, with a stormwater pond on the southwestern portion of the site. Prior to 1993 and since at least 1952, the subject property appeared to consist of a mixture of undeveloped grassy and wooded land. The adjacent properties appear to consist of residential properties and undeveloped wooded land, with an RV Park and Dollar General store to the south.
2. No recognized environmental conditions, historical recognized environmental conditions, controlled recognized environmental conditions, business environmental risks, *de minimis* conditions, or vapor encroachment conditions were identified in connection with the subject or surrounding properties.

Based on the conclusions of the Phase I ESA, UES finds no recognized environmental conditions to be associated with the subject property.

The User of this report is required to ensure that continuing obligations are followed after purchase or acquisition of the subject property. Any land use restrictions in effect at the subject property must be maintained. The User should ensure that all parties at the subject property are following best management practices and taking "reasonable steps" with respect to preventing and limiting exposure to any hazardous substance releases on the subject property. In the event of a future release on the subject property, the property owner or responsible party should report it to the appropriate regulatory agency. Full cooperation must be provided to any parties authorized to conduct assessments or responses to the subject property.

Please note that an environmental liens or activity and use limitations search was not performed for the subject property. In accordance with ASTM E1527-13, it is the responsibility of the User of this report to confirm that there are no environmental liens or activity and use limitations filed for the subject property. In the event that any are identified, please contact UES immediately for further evaluation.

1.0 INTRODUCTION

1.1 PURPOSE

Universal Engineering Sciences, Inc. (UES) has completed a Phase I Environmental Site Assessment (ESA) for the 127 Adair Road property located in St. Augustine, St. Johns County, Florida 32084 (the "subject property"). The primary purpose of this assessment is to conduct an evaluation of the subject property and surrounding properties to identify recognized environmental conditions (RECs), controlled recognized environmental conditions (CRECs), historical recognized environmental conditions (HRECs), *de minimis* conditions, vapor encroachment conditions (VECs), and business environmental risks (BERs) associated with the past or present uses of the subject property and surrounding properties. ASTM E1527-13 defines these conditions as follows:

- REC: the presence or likely presence of any hazardous substances or petroleum products in, on or at a property: (1) due to release to the environment; (2) under conditions indicative of a release to the environment; (3) under conditions that pose a material threat of a future release to the environment.
- CREC: a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority. The hazardous substances or petroleum products are allowed to remain in place and are subject to the implementation of required controls.
- HREC: a past release of any hazardous substances or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted use criteria established by a regulatory authority, without subjecting the property to any required controls.
- *De minimis* Condition: a condition that generally does not present a material risk of harm to public health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate government agencies.
- VEC: the presence or likely presence of "chemical of concern" vapors in the subsurface of the Target Property caused by the release of vapors from contaminated soil or groundwater or both either on or near the Target Property as identified by the Tier 1 or Tier 2 procedures.

Integra Realty Resources

Tampa Bay

Appraisal of Real Property

Adair Road Vacant Land

Vacant Land

127 Adair Rd.

Saint Augustine, St. Johns County, Florida 32084

Prepared For:

SHAG Development, LLC

Effective Date of the Appraisal:

January 20, 2020

Report Date:

February 4, 2020

IRR - Tampa Bay

File Number: 148-2020-0023





Adair Road Vacant Land
127 Adair Rd.
Saint Augustine, Florida



February 4, 2020

Darren Smith
Principal
SHAG Development, LLC
1079 Mulberry Way
Boca Raton, FL 33486

SUBJECT: Market Value Appraisal
 Adair Road Vacant Land
 127 Adair Rd.
 Saint Augustine, St. Johns County, Florida 32084
 IRR - Tampa Bay File No. 148-2020-0023

Dear Mr. Smith:

Integra Realty Resources – Tampa Bay is pleased to submit the accompanying appraisal of the referenced property. The purpose of the appraisal is to develop an opinion of the hypothetical market value of the fee simple interest in the property. The client for the assignment is SHAG Development, LLC, and the intended use is for property acquisition purposes.

The subject is a parcel of vacant land containing an area of 15.00 acres or 653,400 square feet. The property is zoned OR, Open Rural, which permits single family residential, agricultural, institutional, mining, parks, neighborhood public service, solid waste treatment and correction facilities. Multifamily development is not a permitted use under the OR zoning; however, the Mixed Use Future Land Use allows for multifamily. A re-zoning will be required according to a representative of the St. Johns County Planning & Zoning Department.

The Client has proposed an affordable housing apartment project for the site. Our opinion of market value is based on the hypothetical condition that the site is zoned for multifamily development as of the effective appraisal date. This is contrary to the fact that the current zoning does not permit multifamily zoning.

The appraisal is intended to conform with the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and applicable state appraisal regulations

To report the assignment results, we use the Appraisal Report option of Standards Rule 2-2(a) of USPAP. As USPAP gives appraisers the flexibility to vary the level of information in an Appraisal Report depending on the intended use and intended users of the appraisal, we adhere to the Integra Realty Resources internal standards for an Appraisal Report – Standard Format. This format summarizes the information analyzed, the appraisal methods employed, and the reasoning that supports the analyses, opinions, and conclusions.

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, our opinion of value is as follows:

Value Conclusion

Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Hypothetical Market Value	Fee Simple	January 20, 2020	\$2,010,000

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. We assume that all data furnished to us and relied upon is true and correct.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. Our opinion of market value is based on the hypothetical condition that the site is zoned for multifamily development as of the effective appraisal date. This is contrary to the fact that the current zoning does not permit multifamily zoning.
-

Darren Smith
SHAG Development, LLC
February 4, 2020
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If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

INTEGRA REALTY RESOURCES - TAMPA BAY



Michael Ahwash, MAI
State Certified General Appraiser
Florida Certificate # RZ2326
Telephone: 813-287-1000, ext. 183
Email: mahwash@irr.com



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Summary of Salient Facts and Conclusions

Property Name	Adair Road Vacant Land	
Address	127 Adair Rd. Saint Augustine, St. Johns County, Florida 32084	
Property Type	Land - Commercial	
Owner of Record	Paul M Horn	
Tax ID	1015700070	
Land Area (Gross)	15.00 acres; 653,400 SF	
Zoning Designation	OR, Open Rural	
Highest and Best Use	Multifamily use	
Exposure Time; Marketing Period	9 to 12 months; 9 to 12 months	
Effective Date of the Appraisal	January 20, 2020	
Date of the Report	February 4, 2020	
Property Interest Appraised	Fee Simple	
Sales Comparison Approach		
Number of Sales	6	
Range of Sale Dates	Oct 18 to May 19	
Range of Prices per Unit (Unadjusted)	\$10,226 - \$14,995	
Market Value Conclusion	\$2,010,000	(\$11,486/Unit)

The values reported above are subject to the definitions, assumptions, and limiting conditions set forth in the accompanying report of which this summary is a part. No party other than SHAG Development, LLC may use or rely on the information, opinions, and conclusions contained in the report. It is assumed that the users of the report have read the entire report, including all of the definitions, assumptions, and limiting conditions contained therein.

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. We assume that all data furnished to us and relied upon is true and correct.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. Our opinion of market value is based on the hypothetical condition that the site is zoned for multifamily development as of the effective appraisal date. This is contrary to the fact that the current zoning does not permit multifamily zoning.

General Information

Identification of Subject

The subject is a parcel of vacant land containing an area of 15.00 acres or 653,400 square feet. The property is zoned OR, Open Rural, which permits single family residential, agricultural, institutional, mining, parks, neighborhood public service, solid waste treatment and correction facilities. Multifamily development is not a permitted use under the OR zoning; however, the Mixed Use Future Land Use allows for multifamily. A re-zoning will be required according to a representative of the St. Johns County Planning & Zoning Department.

The Client has proposed an affordable housing apartment project for the site. Our opinion of market value is based on the hypothetical condition that the site is zoned for multifamily development as of the effective appraisal date. This is contrary to the fact that the current zoning does not permit multifamily zoning. A legal description of the property is in the addenda.

Property Identification

Property Name	Adair Road Vacant Land
Address	127 Adair Rd. Saint Augustine, Florida 32084
Tax ID	1015700070
Owner of Record	Paul M Horn

Sale History

To the best of our knowledge, no sale or transfer of ownership has taken place within a three-year period prior to the effective appraisal date.

Current Listing

The property is under contract of sale as of the effective appraisal date. Information about the contract is summarized as follows:

Contract Date	Unknown
Seller	Paul M Horn
Buyer	SHAG Development, LLC
Sale Price	\$2,000,000
Comments	The buyer disclosed the contract price but a copy of the PSA was not provided.

We contacted the seller's agent, Eddie Segars, and confirmed that the property was listed for \$2,200,000 and was exposed on the market since July 2019. The site was previously permitted for a three-story 118-suite senior housing facility & 14 duplex 1 story cottages prior to 2008/2009 recession. Full engineering plans and other due diligence is available.

Our value conclusion of \$2,010,000 is generally consistent with the contract price.

Purpose of the Appraisal

The purpose of the appraisal is to develop an opinion of the hypothetical market value of the fee simple interest in the property as of the effective date of the appraisal, January 20, 2020. The date of the report is February 4, 2020. The appraisal is valid only as of the stated effective date or dates.

Definition of Market Value

Market value is defined as:

“The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”

(Source: Code of Federal Regulations, Title 12, Chapter I, Part 34.42[h]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472)

Definition of As Is Market Value

As is market value is defined as, “The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.”

(Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 6th ed. (Chicago: Appraisal Institute, 2015); also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77471)

Definition of Property Rights Appraised

Fee simple estate is defined as, “Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.”

Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 6th ed. (Chicago: Appraisal Institute, 2015)

Intended Use and User

The intended use of the appraisal is for property acquisition purposes. The client and intended user is SHAG Development, LLC. The appraisal is not intended for any other use or user. No party or parties other than SHAG Development, LLC may use or rely on the information, opinions, and conclusions contained in this report.

Applicable Requirements

This appraisal is intended to conform to the requirements of the following:

- Uniform Standards of Professional Appraisal Practice (USPAP);
- Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute;
- Applicable state appraisal regulations;

Report Format

This report is prepared under the Appraisal Report option of Standards Rule 2-2(a) of USPAP. As USPAP gives appraisers the flexibility to vary the level of information in an Appraisal Report depending on the intended use and intended users of the appraisal, we adhere to the Integra Realty Resources internal standards for an Appraisal Report – Standard Format. This format summarizes the information analyzed, the appraisal methods employed, and the reasoning that supports the analyses, opinions, and conclusions.

Prior Services

USPAP requires appraisers to disclose to the client any other services they have provided in connection with the subject property in the prior three years, including valuation, consulting, property management, brokerage, or any other services. We provided an affordable housing market study for the property that is the subject of this report. We have provided no other services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.

Scope of Work

To determine the appropriate scope of work for the assignment, we considered the intended use of the appraisal, the needs of the user, the complexity of the property, and other pertinent factors. Our concluded scope of work is described below.

Valuation Methodology

Appraisers usually consider the use of three approaches to value when developing a market value opinion for real property. These are the cost approach, sales comparison approach, and income capitalization approach. Use of the approaches in this assignment is summarized as follows:

Approaches to Value

Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

We use only the sales comparison approach in developing an opinion of value for the subject. This approach is applicable to the subject because there is an active market for similar properties, and sufficient sales data is available for analysis.

The cost approach is not applicable because there are no improvements that contribute value to the property, and the income approach is not applicable because the subject is not likely to generate rental income in its current state.

Research and Analysis

The type and extent of our research and analysis is detailed in individual sections of the report. This includes the steps we took to verify comparable sales, which are disclosed in the comparable sale profile sheets in the addenda to the report. Although we make an effort to confirm the arms-length nature of each sale with a party to the transaction, it is sometimes necessary to rely on secondary verification from sources deemed reliable.

Inspection

Michael Ahwash, MAI, conducted an on-site inspection of the property on January 20, 2020.

Integra Realty Resources

Tampa Bay

A Market Study of

St. Augustine Affordable Multifamily Housing

A Proposed Rent and Income Restricted Multifamily Property

127 Adair Rd.

Saint Augustine, St. Johns County, Florida 32084

Prepared For:

SHAG Development, LLC

Effective Date of the Appraisal:

January 20, 2020

Date of Report:

February 4, 2020

IRR - Tampa Bay

File Number: 148-2020-0023





St. Augustine Affordable Multifamily Housing
127 Adair Rd.
Saint Augustine, Florida



February 4, 2020

Darren Smith
Principal
SHAG Development, LLC
1079 Mulberry Way
Boca Raton, FL 33486

SUBJECT: Market Study
 St. Augustine Affordable Multifamily Housing
 127 Adair Rd.
 Saint Augustine, St. Johns County, Florida 32084
 IRR - Tampa Bay File No. 148-2020-0023

Dear Mr. Smith:

Integra Realty Resources – Tampa Bay is pleased to submit the accompanying market study of the above referenced property. The client for the assignment is SHAG Development, LLC and the intended use is for underwriting purposes. The intended user of this report is SHAG Development, LLC. No other use or users are intended.

The subject is a proposed rent and income restricted multifamily property that will contain 132 dwelling units. The total site area is 15 acres or 653,400 square feet. As restricted, 100% of the units (132 total) will be set aside for households earning 60% or less of the AMI. It is assumed that the property will be restricted by the Housing Credit or similar program. The demographic commitment is family.

The market study is intended to conform with the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and applicable state appraisal regulations.

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

1. We assume that all data furnished to us and relied upon is true and correct.
2. We assume that the developer will secure all zoning and permitting approvals from St. Johns County for the development of a 132-unit affordable housing project as described in this report.

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. None
-

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

Integra Realty Resources - Tampa Bay



Michael Ahwash, MAI
State Certified General Appraiser
Florida Certificate # RZ2326
Telephone: 813-287-1000, ext. 183
Email: mahwash@irr.com



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Executive Summary

Site and Surrounding Area

The subject is located in the St. Augustine area of St. Johns County. In the immediate vicinity of the subject, predominant land uses are residential and vacant land. The subject is in an area that has achieved acceptance as a residential location. The subject location is well serviced by commercial services and transportation linkages. Surrounding uses are compatible with affordable housing.

Primary access to the area is provided by I-95 and U.S. 1, which are major highways that cross the St. Johns County area in a north/south direction. Access to the site will be provided by State Road 207, which intersects with I-95 to the west and U.S. 1 to the east. There is an existing signalized intersection at Adair Road and U.S. 207. Travel time to downtown St. Augustine is about 10 minutes and the site is approximately 45 minutes south of the major employment and shopping district of Jacksonville to the north. Overall, vehicular access is good.

Public transportation is provided by The Sunshine Bus Company. The State Road 207 corridor is on the Teal Line. The Northeast Florida Regional Airport is located about nine miles from the property. The Jacksonville CBD, the economic and cultural center of the region, is approximately 40 miles from the property.

Project Summary

The subject is a proposed rent and income restricted multifamily property that will contain 132 dwelling units. The total site area is 15 acres or 653,400 square feet. As restricted, 100% of the units (132 total) will be set aside for households earning 60% or less of the AMI.

The subject's proposed unit mix and building areas are detailed in the following table.

Unit Mix				
Unit Type	Units	% of Total	Avg. Unit Size	Total SF
1BR/1BA	24	18.2%	750	18,000
2BR/2BA	84	63.6%	900	75,600
3BR/2BA	24	18.2%	1,100	26,400
TOTAL/AVG.	132	100.0%	909	120,000

The proposed improvements will be of average to good quality construction and in new condition upon completion. It will have no physical deterioration or functional obsolescence. The subject is expected to be competitive with other apartment complexes in the area. The unit mix is considered appropriate for its intended use as affordable housing serving families. The design and market appeal of the subject property are considered average to above average for affordable housing in the sub-market.

Economic, Demographic and Competitive Environment

St. Johns County is located in northeastern Florida approximately 30 miles south of St. Augustine. It is 601 square miles in size and has a population density of 438 persons per square mile. St. Johns County is part of the Jacksonville, FL Metropolitan Statistical Area, hereinafter called the Jacksonville MSA, as defined by the U.S. Office of Management and Budget.

St. Johns County has an estimated 2020 population of 263,149, which represents an average annual 3.3% increase over the 2010 census of 190,039. St. Johns County added an average of 7,311 residents per year over the 2010-2020 period, and its annual growth rate exceeded the United States rate of 0.7%.

Looking forward, St. Johns County's population is projected to increase at a 1.7% annual rate from 2020-2025, equivalent to the addition of an average of 4,729 residents per year. St. Johns County's growth rate is expected to exceed that of the United States, which is projected to be 0.6%.

Population Trends

	Population			Compound Ann. % Chng	
	2010 Census	2020 Estimate	2025 Projection	2010 - 2020	2020 - 2025
St. Johns County	190,039	263,149	286,792	3.3%	1.7%
Florida	18,801,310	21,794,397	23,238,845	1.5%	1.3%
United States	308,745,538	330,342,293	341,132,738	0.7%	0.6%

Source: Environics Analytics

Total employment in St. Johns County is currently estimated at 76,857 jobs. Between year-end 2008 and the present, employment rose by 21,166 jobs, equivalent to a 38.0% increase over the entire period. There were gains in employment in nine out of the past ten years despite the national economic downturn and slow recovery. St. Johns County's rate of employment growth over the last decade surpassed that of the United States, which experienced an increase in employment of 9.7% or 12,967,664 jobs over this period.

St. Johns County is more affluent than the United States. Median household income for St. Johns County is \$79,588, which is 22.0% greater than the corresponding figure for the United States.

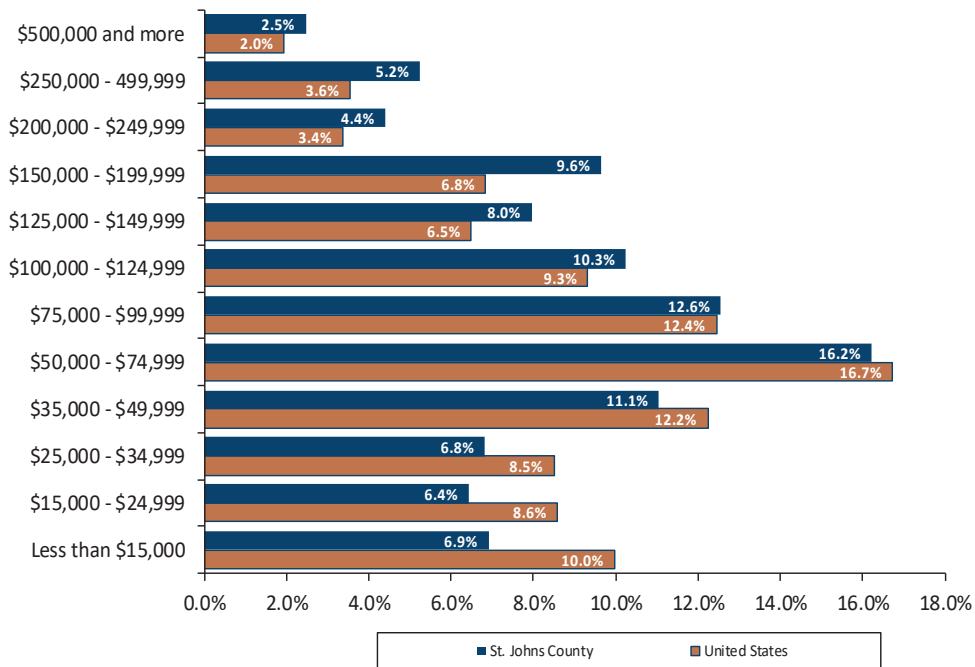
Median Household Income - 2020

	Median
St. Johns County	\$79,588
United States	\$65,228
Comparison of St. Johns County to United States	+ 22.0%

Source: Environics Analytics

The following chart shows the distribution of households across twelve income levels. St. Johns County has a greater concentration of households in the higher income levels than the United States. Specifically, 53% of St. Johns County households are at the \$75,000 or greater levels in household income as compared to 44% of United States households. A lesser concentration of households is apparent in the lower income levels, as 20% of St. Johns County households are below the \$35,000 level in household income versus 27% of United States households.

Household Income Distribution - 2020



Source: Environics Analytics

The St. Johns County economy will benefit from a growing population base and higher income and education levels. St. Johns County experienced growth in the number of jobs and has maintained a consistently lower unemployment rate than the United States over the past decade. Moreover, St. Johns County benefits from being part of the Jacksonville MSA, which has exhibited a higher rate of GDP growth than the nation overall. We anticipate that the St. Johns County economy will improve and employment will grow, strengthening the demand for real estate.

Key Conclusions

There is currently residual demand for 1,512 rental units in the PMA within the subject’s projected income band. The number of households in the PMA is project to increase 9.0% by 2025.

Based on the analysis of comparable rentals, achievable restricted rent is estimated for each unit type as shown in the following table.

Unit Mix With Estimated Rents

Unit Type	Set Aside	No. Of Units	Pct of Total	SF/Unit	Estimated		
					Net Rent	Current UA	Gross Rent
1BR/1BA	60% AMI	24	18.2%	750	\$761	\$66	\$827
2BR/2BA	60% AMI	84	63.6%	900	\$905	\$88	\$993
3BR/2BA	60% AMI	24	18.2%	1,100	\$1,037	\$109	\$1,146
TOTAL/AVG.		132	100.0%	909	\$903	\$88	\$991



The subject benefits from a good spread between market and restricted rents at the 30% AMI, 60% AMI and 80% AMI levels.

Restricted Rent vs. Market Rent Comparison

Unit Type	Set Aside	Number of Units	Projected Net Rent	Projected Market Rent	Difference	Pct. Difference
1BR/1BA	60% AMI	24	\$761	\$1,075	\$314	41%
2BR/2BA	60% AMI	84	\$905	\$1,225	\$320	35%
3BR/2BA	60% AMI	24	\$1,037	\$1,500	\$463	45%
Total/Avg.		132	\$903	\$1,248	\$345	38%

According to Florida Housing Finance Corporation requirements, market rents are to exceed restricted rents by a minimum of 10%. In our analysis, the estimated market rents exceed the estimated restricted rents by 38%.

Based on the comparable data, we believe an average absorption rate of 20 units per month for the subject is reasonable, considering the need for additional affordable housing in the area.

Summary of Competitive Advantages and Disadvantages

Advantages

- The site is located near several major highways including U.S. Highway 1 and I-95.
- The subject's location is just west of U.S. Highway 1 and has good access and is convenient to nearby shopping, services and restaurants. U.S. 1 is one of the primary roadways through St. Johns County and the east coast of Florida.
- Population and household formations have grown steadily in the PMA, a trend that is expected to continue for the foreseeable future.
- There are only two income and rent restricted properties within five miles of the property.
- There are no affordable projects under construction or proposed in the PMA.

Disadvantages

We spoke to Edward Segars, the listing broker for the site, regarding the current zoning. He indicated that the site was previously fully entitled for the development of a 132-unit seniors housing facility. Seniors housing is a permitted use under the current OR zoning. To develop the site with an affordable housing project, a rezoning will be required, which could take up to 1 ½ years to complete and that approval would be difficult to achieve. Mr. Segars said that school concurrency fees are approximately \$10,000 per unit for multifamily.

However, St. Johns County has recently issued RFPs for affordable housing. The Developer Partner may propose sites within any location in St. Johns County but the County recommends that Respondents consider sites eligible for affordable housing facilities in the following areas:

- Located within the geographic area of the intersection of State Road 207 and Wildwood Drive in St. Augustine, FL.
- Located with the limits of the former Town of Hastings, FL.

The subject is located along State Road 207, approximately ½ mile from Wildwood drive. Therefore, it appears that affordable housing on the subject site may be viewed positively by St. Johns County planning and zoning officials, increasing the likelihood that a rezoning request would be approved.

Development Pipeline

There are no affordable projects under construction or proposed in the PMA.

Market Feasibility

The capture rate of 6.5% for the subject is low. A high Capture Rate suggests that a property will offer too many units for the depth of the market area. When the capture rate is 5% or lower, the project has a good chance to succeed based on achieving stabilized occupancy and rental rates.

The Penetration Rate of 25.7% indicates a low risk for saturation for additional affordable rental housing in the PMA. A penetration rate below 35% indicates a low risk for saturation and that the lease-up will be at normal levels.

iv. Letter of Intent to Purchase Property

The Letter of Intent to purchase the San Marcos Heights property is attached. In order to adhere to the page limit of the RFP response, the full Purchase and Sale Agreement has not been attached, but can be accessed at the DropBox link below:

<https://www.dropbox.com/sh/jtwccgvdbecsc78/AACiesFzlYyRk4ZRmCXP-RRPa?dl=0>



January 8~~3~~, 2020

Paul Horn
658 ANDREW AVE.
SAINT AUGUSTINE, FL 32086-4169

Re: Purchase of property consisting of approximately +/- 15 acres of land located at 127 Adair Road, St. Augustine, FL; Parcel ID: 1015700070

To Whom it May Concern:

This letter sets forth certain proposed terms for the purchase, by ~~BGREEN HOLDINGS, LLC, SHAG Development, LLC~~ or an affiliate thereof ("Buyer") from PAUL HORN ("Seller") of the fee simple interest in the above-referenced real property (the "Property") on the following general terms and conditions:

Purchase Price: The purchase price for the Property ("Purchase Price") will be **Two Million Dollars (\$2,000,000)**.

PK
DS

1) **Proposed Development:** 132-unit Multifamily rental Community

Payment Terms:

Initial Deposit - An initial deposit in the amount of **\$10,000** ("Initial Deposit") shall be deposited with WALKER AND TUDHOPE, P.A., 225 S Westmonte Dr STE 2040, Altamonte Springs, FL ("Escrow Agent") upon the execution of a mutually satisfactory purchase and sale agreement ("Purchase and Sale Agreement").

Additional Deposit - An additional deposit in the amount of **\$20,000** (which together with the Initial Deposit shall be referred to as the "Deposits") shall be deposited with the Escrow Agent within 15 days of receiving an award of CDBG-DR funds and final approval by the St. John's County Board of County Commissions ("BCC"), which shall not be later than May 31, 2020. The Additional Deposit shall be non-refundable to Buyer, except for the Conditions to Close in Paragraph 5; or (iii) upon default by Seller under the Purchase and Sale Agreement. All interest accruing on the Deposits shall be credited to the party entitled to retain the Deposits pursuant to the terms of the Purchase and Sale Agreement. At closing, the Purchase Price shall be payable in cash, less the Deposits and Extension Deposits, and subject to proration and adjustments to be set forth in the Purchase and Sale Agreement.

Investigation Period

(a) **Suitability for Use** - During the Investigation Period, Buyer shall determine, in its sole and absolute discretion, whether the Property is suitable for Buyer's Intended Use of the Property.

(a) Investigation Period - The period of time beginning on the Effective Date of the Purchase and Sale Agreement and ending ninety (90) days following the Effective Date.

(a) Right to Enter Property - During the investigation period Buyer shall have the right to enter the property to perform inspections, testing, surveying, etc. to determine the marketability of the site.

(b) Property Information - During the inspection period, Seller shall provide any and all information relating to the property to the Seller, including Surveys, Environmental Reports, Zoning information, etc.

(c) Expiration of Inspection Period - Prior to 5:00 PM on the final day of the expiration of the Inspection Period, if Buyer determines in their sole and absolute discretion to move forward with the purchase of the property Buyer shall deliver to seller the Additional Deposit. Upon expiration of the Inspection Period, the deposits shall become Non-Refundable subject only to the closing conditions outlined in Paragraph 5 below.

Conditions to Buyer's Obligation to Close: In addition to other conditions to be agreed upon by the parties and set forth in the Purchase and Sale Agreement, the Buyer's obligation to close on the purchase of the Property is contingent on the following:

(a) Marketable Title - Seller delivering marketable title to the Property subject only to those title exceptions acceptable to the Buyer, all as more specifically set forth in the Purchase and Sale Agreement.

(b) County Funding - Buyer shall have been awarded an allocation of CBDG-DR Funding from the BCC in an amount sufficient, in Buyer's sole and absolute discretion, to complete the construction of Buyer's Contemplated Improvements.

(c) Development Permits - Buyer shall be required to obtain approval from the BCC to modify the existing PUD as well as various other agency approvals, including permits, development orders, site plan approvals, zoning approvals and access easements necessary to enable it to construct the Proposed Development, which shall not exceed ~~September 30~~ December 31, 2020.

Closing Date: The closing shall take place on (i) **September, 30, 2020**, or such other date as provided for herein. The closing date may be extended for one-month periods for up to three (3) months until December 31, 2020 at Buyer sole option. Buyer will be required to pay an additional \$5,000 per month to the escrow agent for each one-month extension (each, an "Extension Deposit"). These extension deposits will be non-refundable to the Seller except for the event of Sellers default under the Purchase and Sale Agreement. Upon closing, the extension deposits will be credited toward the Purchase Price.

1) **Brokers:** Edward M. Segars of Edward M Segars, LLC ~~will be representing the Buyer and the Seller in this transaction.~~ The Seller will pay any Broker's fee. Transaction Broker PR DS

1) **Closing Costs:** The costs of the documentary stamps, transfer fees, recording taxes, and the costs of curing any title defects (if any) shall be paid by the Seller. Buyer shall be responsible for the costs and premiums associated with obtaining an owner's (and lender's) title insurance policy, the cost of any and all costs of its inspecting engineers and other experts retained by Buyer. Each party will be responsible for its own attorneys' fees.

Property Information: Within five (5) business days after the effective date of the Purchase and Sale Agreement, Seller shall deliver or make available to Buyer all information in its possession and control relating to the Property, including but not limited to, zoning approval documentation, site plan approval, any entitlement resolutions, copy of Seller's existing title insurance policy, copy of Seller's existing survey of the Property, existing Property environmental report, leases (if any) and rent roll.

Other Provisions. The Purchase and Sale Agreement shall contain other provisions dealing with such matters as conditions for closing, delivery of possession, examination of title, warranties and representations of Seller and Buyer, tenants and other matters typically found in transactions of this nature. Counsel for Buyer shall prepare and submit to the Seller the Purchase and Sale Agreement.

Binding Provisions: For and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree to deal exclusively with each other for a period of thirty (30) days following the date on which this letter is accepted by Seller, to negotiate in good faith a formal mutually satisfactory Purchase and Sale Agreement (the "Purchase and Sale Agreement") consistent with the terms outlined herein. Except for the provisions of this Paragraph which are intended to be binding upon the parties, this letter is intended to be solely an expression of Buyer's intent to purchase the Property and is subject to the execution by both parties of the Purchase and Sale Agreement acceptable to both parties. If Buyer and Seller are not able to agree upon and execute the Purchase and Sale Agreement within thirty (30) days after execution of this letter by both parties, then neither party will have any obligation to each other under this letter and each party will be free to act independently of the other with regard to the Property without further obligation to the other.

This proposal will remain open until **January 30~~10~~, 2020**, and if not accepted by that date, shall be deemed withdrawn. Seller's acceptance may be evidenced by Seller's signature upon a copy of this letter as provided below and returned to Buyer.

**BGREEN HOLDINGSSHAG
DEVELOPMENT**, LLC, a Florida Limited
Liability Company

By: *Darren Smith*
Darren Smith, Member

ACCEPTED AND AGREED:

Seller

By: *Paul Horn*
Name: Paul Horn
Title: owner
Date: 11/9/2020, ~~2019~~

**Section 7:
Proposed Team**

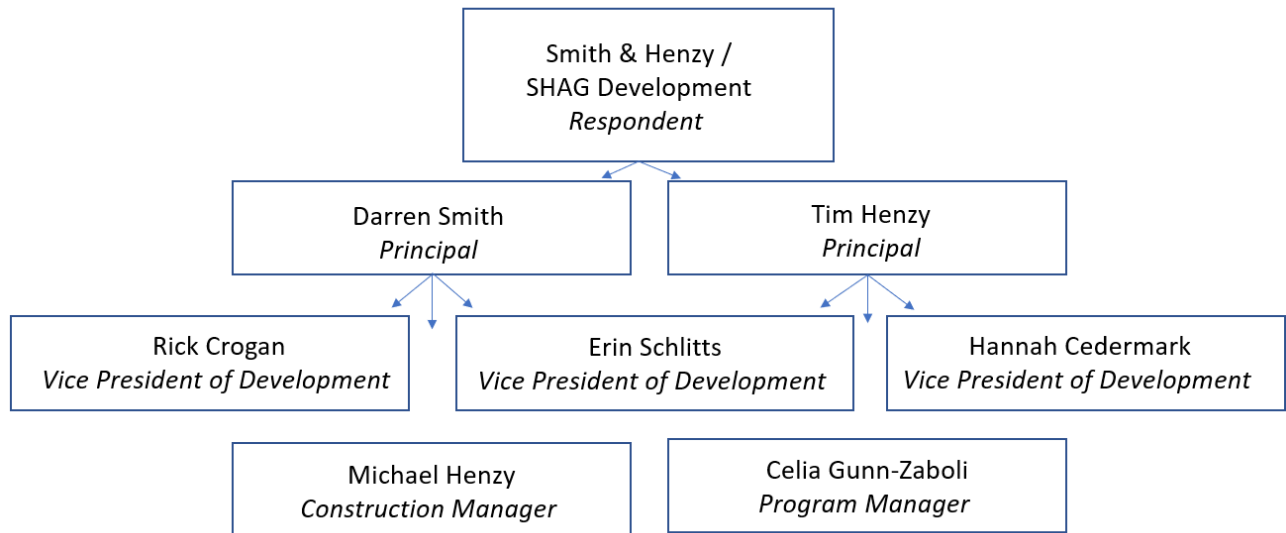
i. Staffing Plan

Darren Smith, Erin Schlitts, and Rick Crogan from SHAG Development and Christopher Savino from EIS Housing will serve as the primary development team members. They will develop and execute all financing plans, oversee the conceptual planning, design, and bid process, coordinate Project underwriting with all lenders and investors, ensure the Project progresses to a timely financial closing, supervise construction progress, work with the management team to implement a marketing and leasing plan, and more. Michael Henzy, SHAG Development’s Construction Manager will oversee contract negotiations, the bid process, and construction. Celia Gunn-Zaboli, SHAG Development’s Program Manager will manage funding requisitions from closing throughout construction and will coordinate conversion of the Project to its permanent financing. Please find biographies/resumes for each of these team members in “Section 2: Qualifications.”

Sauer Incorporated, the General Contractor, has provided a staffing plan within their package of qualifications.

ii. Organizational Chart

Please find an organizational chart for the Respondent below. As previously noted, SHAG Development, the Respondent is the developer arm of Smith & Henzy. If awarded the CDBG-DR funds by St. Johns County for the development of San Marcos Heights, the Respondent will form a new, single purpose entity to develop, own, and operate the proposed affordable housing community. Smith & Henzy will be a majority partner and EIS Housing will be a minority partner in this new entity.



iii. Subcontractor Biographies

Fisher Koppenhafer – Architect

Mike Koppenhafer, Principal

Fisher | Koppenhafer Architecture and Interior Design has completed more than 50 projects in St. Johns County over the last 16 years with a construction value of over 90 million dollars. These projects range from simple commercial renovations to a five-diamond resort. The firm's increase in projects in the St. Johns County area, led them to open a second office in 2014 at 3940 Lewis Speedway, Suite 2201-B in St. Augustine to further serve the needs of our St. Johns County clients.

Mike Koppenhafer, Principal-in-Charge has been a resident of St. Johns County for over 29 years and has volunteered for various roles in the County. In May of 2012, Koppenhafer was selected by the County Commissioners to serve as a member of the Planning and Zoning Agency (PZA) and now holds the position of Chairman. Koppenhafer also serves as Chairman of the St. Johns County Chamber of Commerce Economic Development Council. Before serving on the PZA, Koppenhafer was Chairman of the Ponte Vedra and Palm Valley Architectural Review Committee for 9 years and also sat on the Friends of the Guana Board of Directors. Fisher | Koppenhafer is committed to the St. Johns County community and has a vested interest in the growth of St. Johns County.

The Fisher | Koppenhafer Architecture and Interior Design team enjoys an excellent relationship with the Building Department, Fire Marshal's Office and St. Johns County Commissioners. On complex projects, the firm schedules meetings with local staff, including plan reviewers and the fire marshal's office, in order to review the scope of work and agree on the various code issues.

Matthews Design Group (MDG) – Civil Engineer

Rob Matthews, Principal

Since founding in 2005, MDG has earned a solid reputation as a local leader providing high quality, innovative engineering solutions delivered in a timely and cost-effective manner. Over the past several years, MDG has grown to become one of the largest civil engineering firm in St. Johns County and currently has a workforce that includes nearly 40 professional, technical and support staff. Over the years, they have expanded their service lines from Civil Engineering services to providing Planning, Landscape Architecture, and Construction Inspection services.

Rob Matthews has many years of experience in all phases of land development, minor roadway engineering, and environmental regulatory permitting. He has been involved with thousands of projects over the past 15 years with MDG and previous eight years working for other companies. Matthews' understanding of engineering, design, and project management ensures that MDG's clients are receiving the highest quality services. He provides technical guidance and regulatory compliance for public and private sector projects, grant funded work, state and local roadway projects, and all phases of site/land development engineering and environmental and regulatory permitting.

Sauer Incorporated – General Contractor

Eugene "Sonny" Moody, Principal

Since 1876, Sauer Incorporated ("Sauer") has provided high quality construction services that deliver superior performance and enduring value. Sauer believes in the importance of long-term relationships, having a unique understanding of the construction industry, and promoting a corporate culture that fosters integrity, commitment, and employee empowerment.

Sauer's team has an excellent history of working in the affordable housing market. Their project management team has experience with various funding methods, including HUD/CDBG, SHIP and LIHTC. This experience is vital to the overall success of projects because it keeps the work moving and funding flowing smoothly. Sauer's team understands the requirements that are involved with developing projects that include federal funding. In the last 4 years, Sauer has completed 5 affordable housing projects that included federal funding, which resulted in the creation of more than 800 affordable housing

units. The Sauer team has in-house compliance staff that oversee wage compliance and reporting requirements related to prevailing wage requirements.

Nelson & Associates – Property Manager

Ramona Hyson, President

Nelson & Associates, Inc. (dba Diverse Real Estate Services, Inc. in the State of Florida) was founded in the state of Ohio in 1987, and is a woman and minority owned professional real estate firm headquartered in Mason, Ohio with a district office in Boca Raton, Florida. Nelson & Associates, Inc. provides management services to and in collaboration with housing authorities, non-profit housing organizations, for-profit housing corporations and other governmental organizations. Its mission and focus for the past thirty (30) years has been to provide quality and affordable housing to low and moderate-income families.

Nelson & Associates, Inc. is an Accredited Management Organization (AMO) firm. Both the President of the company and Chief Operating Officer are Certified Property Managers, CPM, a designation awarded by the Institute of Real Estate Management. Nelson & Associates, Inc.'s portfolio includes properties that are comprised of a combination of funding from an array of sources, including, but not limited to, Low Income Housing Tax Credit equity, project-based Section 8, Section 8 vouchers, HOME, HUD 236, HUD 221(d)(3), HUD 221(d)(4), USDA Section 514/516, and more.

Ducon Construction – Local Hire Consultant

Ernest DuBose, Owner

Ducon Construction is a licensed General Contractor and expert in local hiring initiatives. In its capacity as a Local Hire Consultant, DuCon will partner with the Developer and General Contract to ensure Minority Business Enterprises (MBE), Disadvantaged Business Enterprises (DBE) and Women Owned Business Enterprises (WBE) are included in the construction of this community. DuCon engages the community by raising awareness within the community and guiding local, MBE/DBE/WBE firms to assist in successfully obtaining the subcontracts needed to build a given project.

Ernest F. DuBose II leads and facilitates the multiple facets of the construction management process from inception through completion, bearing ultimate responsibility and accountability for the project at all times. Employing 20 years of construction management experience and critical leadership skills, DuBose II remains engaged with every phase of a project to ensure that the quality, cost, and schedule expectations of the client are achieved. DuBose II will ensure that the best project management team is assembled with the appropriate resources, understanding of the project, and commitment to project goals.

Frye Environmental – HUD /CDBG-DR Specialist

Sandra Frye, Principal

Sandra Frye of Frye Environmental brings more than 25 years of experience solving complex environmental issues, including those related to large CDBG and CDBG-Disaster Recovery projects, HOME assisted projects, and Choice Neighborhood Grants. Frye has provided training and in-depth technical assistance to numerous governmental UD Disaster Recovery Grantees since 2006. The governmental entities include:

- State of Mississippi and Alabama in 2006 as part of a \$5.5 billion assistance package for victims of Hurricanes Katrina, Rita, Wilma;
- State of Alabama, City of Birmingham, and Tuscaloosa and Jefferson Counties in 2012 and 2013 for \$175 million of assistance for victims from 2011 devastating tornadoes;
- State of Tennessee and Shelby County in 2013 for \$105 million in National Disaster Resilience funding to assist victims of severe storms and flooding in 2011;

- State of South Carolina, Richland and Lexington Counties, and the City of Columbia in 2015 and 2016 for \$300 million of assistance for victims of Hurricane Matthew and severe 2015 flooding events;
- State of Florida in 2016 and 2017 for \$733.8 million of assistance for victims from Hurricanes Irma, Hermine, and Matthew; and
- Puerto Rico in 2017 and 2018 for \$20 billion of assistance for victims from Hurricane Irma and Maria.

In the areas of environmental compliance and program management, Frye is uniquely qualified to provide individualized solutions to environmental compliance challenges. While at HUD, Sandra worked over 20 years in the area of environmental compliance, serving 5 of those years as the Regional Environmental Officer (REO) for Region 4. Frye has over 15 years of programmatic experience working with virtually all of HUD's Community Planning and Development (CPD) Programs, while serving as a CPD Representative and Acting CPD Director in the HUD Louisville Office. This experience has resulted in a unique set of skills that provides the ability to work closely with a variety of grantees/lenders/stakeholders to develop solutions that can reduce the time and cost required to complete the environmental review process, while remaining in compliance with HUD's environmental and programmatic requirements.

Two Trails – Green Building Consultant

Drew Smith, Chief Operating Officer

Two Trails was founded by Drew Smith, a third-generation builder, and a highly respected national expert on sustainability. Smith is the first Governor appointed Green Building Commissioner for the State of Florida, serving for eight consecutive years and counting. Smith brings a wealth of hands-on experience, Building Code knowledge, consistent training methods and knowledge of how to incorporate sustainable techniques and technologies to the build process.

Two Trails, Inc. is a world-wide Sustainable Building Consulting firm established in 2001 with offices in Florida (Headquarters), Nevada, Georgia, and Illinois. The firm is licensed, insured, and bonded. Two Trails, Inc. is comprised of skilled building professionals including architects, engineers, general contractors, LEED professionals and energy raters.

Shutts & Bowen, LLP – Real Estate Attorney

Gary Cohen, Partner

Shutts & Bowen LLP is a full-service law firm that has provided leadership and high-quality legal services to businesses and individuals for over a century. Shutts & Bowen has more than 280 attorneys located in eight offices in Florida. Gary Cohen, Partner, has immense experience representing developers in structuring the financing for the development of affordable housing. Cohen is an expert in assisting clients with applying for and closing upon federal Low-Income Housing Tax Credits and mortgage financing from Florida Housing Finance Corporation. Cohen also regularly interacts with HUD regarding existing properties and new developments. Cohen has successfully represented Smith & Henzy across multiple transactions in Florida, including on several affordable housing transactions with complex financing structure.

Nixon Peabody – HUD Attorney

Deborah Van Amerongen, Strategic Policy Advisor

Nixon Peabody is a full-service law firm with more than 600 attorneys collaborating in 16 offices throughout the U.S. and abroad, in major business, finance, and litigation practice areas. For more than 50 years, Nixon Peabody's Affordable Housing attorneys have been involved in the financing, preservation,

and development of affordable housing. They represent public housing authorities, state housing finance agencies and other public bodies, developers of government-financed and -assisted multi-family projects, Financiers and equity syndicators of these projects, and management agents.

Nixon Peabody's Affordable Housing team works regularly with HUD on affordable housing development, financing, and preservation. A number of the group's members have formerly held legal and policy positions at HUD. Nixon Peabody has cultivated close relationships within HUD, enabling them to stay ahead of the curve when it comes to HUD programs and tools. Nixon Peabody's Affordable Housing team works with public organizations and developers that use the HOME and Community Development Block Grant (CDBG) programs. Nixon Peabody's attorneys advise on all aspects of community development programs and confer with HUD's implementing offices to aid in program implementation. Deborah Van Amerongen, Strategic Policy Advisor, has successfully advised Smith & Henzy on the closing of multiple affordable housing transactions that involved HUD financing.

Ezell Law Firm – Local Attorney

Brenda Ezell, Partner

Based in Jacksonville, FL, Ezell Law Firm has experience in all facets of real estate transactions. Ezell Law Firm provides assistance to clients purchasing, selling, financing, developing leasing and managing real estate. The Ezell Law Firm team is highly skilled and experienced with land use and zoning matters, permitting and regulatory matters relating to development of lands, and the formation of special taxing districts for community-based needs. They advise and assist clients in the negotiation, structuring and documentation of sophisticated financing facilities for their projects, including construction financing, mezzanine financing, structured finance transactions, municipal finance transactions, as well as Low Income Housing Tax Credit financing transactions. Ezell Law Firm serves as bond and disclosure council for the City of Jacksonville, Florida.

iv. Subcontractor Resumes & Qualifications Statements

In order to adhere to the page limit of the RFP response, the resumes and qualification statements for Fisher Koppenhafer Architecture, Matthews Design Group, Sauer Incorporated, Nelson & Associates, DuCon Construction, Frye Environmental, Two Trails, Shutts & Bowen, Nixon Peabody, and Ezell Law are not attached, but can be accessed at the DropBox link below:

https://www.dropbox.com/sh/gutdoxnfbgdm2r/AABlzeZ8f3sr0_3eXh22G8Z-a?dl=0

Section 8:
Project Approach

i. Approach to Development

As one drives into San Marcos Heights, the large tree canopy is front and center. The development team will preserve the tree canopy to maintain the existing fabric of the neighborhood. The Clubhouse and Community Service Facility is positioned in the front of the community to ensure easy access for guests and residents.

The Community Service Facility will be 8,000 square feet and include a large flexible community space with a commercial kitchen designed to hold community events and will be available as a shelter in the event of an emergency or natural disaster. This community building will include the leasing office where the onsite management company will greet residents and guests. The building will also include a tech-lab and co-working space, fitness center, library and children's game room, among other community features.

Immediately next to the Community Service Facility is an open playfield, which will include a large playground, bocce ball court, barbeque area, deck and picnic tables arranged for outdoor events, birthday parties and special gatherings.

The residential buildings have been positioned around the parking area, to provide "eyes on the street" which enhances the safety and security of the community. The site plan has been designed through the use of Crime Prevention Through Environmental Design (CPTED), which is a key component to ensuring a safe community. CPTED is a multi-disciplinary approach for reducing crime through urban and environmental design and the management and use of built environments. CPTED strategies aim to reduce victimization, deter offender decisions that precede criminal acts, and build a sense of community among inhabitants, so they can gain territorial control of areas and reduce opportunities for crime and fear of crime.

The buildings will be setback at least 50 feet from the property line to provide additional space between the residential buildings and the neighbors. Significant landscaping will also be provided as a buffer to the property line and parking area to the buildings, in order to maintain privacy for neighbors, as well as the future residents of the community.

The residential buildings include one (1) 36-unit buildings and four (4) 24-unit buildings for a total of 132-units. The unit mix for the project is twenty-four (24) 1 bedroom/1 bathroom units, eighty-four (84) 2 bedroom/2bathroom units and twenty-four (24) 3 bedroom/2 bathroom units.

Each unit will feature designer kitchens, including stainless steel appliances, granite countertops, solid surface flooring throughout the units, window coverings, low-flow water fixtures, programable thermostats and many other energy efficiency features designed to lower utility costs.

We have partnered with Drew Smith of Two Trails, a leading Green Building and Energy Consultant to assist our team in the design process. Two Trails has a reputation for delivering high-quality energy efficient buildings throughout Florida for the last 19+ years. Two Trails will ensure San Marcos Heights obtains a LEED Green Building Certification or other similar nationally recognized green building certification.

The proposed development has been designed to comply with all Local and Federal building and design criteria, including the most recent building code. The development team will make best efforts go beyond the minimum Florida Building Code requirements. So long as it is financially feasible, the Project will be designed and built to the strictest hurricane requirement in the State of Florida, which is the High-Velocity Hurricane Zone. The High-Velocity Hurricane Zone which is currently required only in Miami-Dade and Broward Counties, is designed to resist wind speeds of more than 175 mph. This code requires

that a building's entire envelope (including windows, doors, and eaves) incorporates lab-tested, wind-resistant design. These measures will be taken to ensure this project is built with cutting edge technology and properly engineered to meet the storms that have been recently experienced.

San Marcos Heights has been thoughtfully designed by a team of highly qualified professionals with the experience and expertise to create a successful project. Upon completion, the proposed development will provide residents of St. Johns County with a beautiful, affordable place to call "home." Although the units will be provided to residents at a below market rental rate, the development will be built with the highest standards in the marketplace; it will be aesthetically pleasing and a place that evokes feelings of pride within the community.

ii. Construction Approach

During the design phase of the project, the Sauer Incorporated ("Sauer") pre-construction team will use its extensive experience in directing design efforts to develop a comprehensive review of all disciplines represented in the documents. This review helps ensure that they are void of gaps, overlaps, and omissions, and that the structural, mechanical, and electrical systems can be put in place as designed. This process will help avoid costly changes during the construction of the project.

Sauer's early cost estimates will be developed based on their extensive experience with projects similar to San Marcos Heights, vendor/subcontractor quotations, and utilization of estimating guides. The cost databases used in Sauer's estimating systems are updated on a regular basis utilizing cost pricing services and quarterly updates provided by R.S. Means. They also monitor professional publications such as Engineering News Record for material cost trends. Material costs are primarily based on current quotations from vendors, however, staple products such as wood, pipe, miscellaneous steel, etc., are also based on recently purchased similar products and escalation assumptions at the time of bid.

Should the design need to be adjusted to maintain the budget, Sauer will work with the Respondent and the design team to implement a value engineering strategy. Value engineering is a concept that the development team endorses with enthusiasm, recognizing the obvious benefit of cost savings by utilizing "smart" engineering and construction methods. Starting in the early design stage of the project, all team members are asked to perform a thorough project review to seek out potential value engineering ideas.

Sauer will accurately refine costs by advertising to qualified subcontractors at each design phase, rather than just the concept level. The cost of the project benefits greatly because of this. Through their many years of experience designing and constructing projects and maintaining a database of hundreds of various cost items, they are able to establish a competitive and accurate price.

Because subcontractors are expected to procure materials specific to their trade, managing materials procurement begins with selecting excellent subcontractors. The Sauer team has a rigorous pre-qualification process, which results in subcontractors who will deliver a well-constructed project.

Once pre-qualified, subcontractors will go through Sauer's trade procurement process. Throughout the design and procurement stages, the development team will focus on the following key items:

- Identifying and focusing on critical building systems and materials;
- Detailed scoping to anticipate and resolve issues prior to award;
- Consideration of lessons learned applied to scope process;
- Purchasing complete "end of day" costs for each trade; and
- Assuring trade contractors understand expectations for quality, coordination and schedule.

The procurement methodology will be tailored to the specific requirements, concerns and challenges of the Project.

SHAG Development will work with Sauer, as well as the design team to develop a project specific quality control (“QC”) plan, which will address both design and construction. The QC plan will identify the personnel assigned and detail the processes and procedures used during the design to ensure quality.

Sauer’s Project Manager, Brent Rogers, will review submittals and coordinate their comments with the design team prior to sending them to the on-site superintendent for their use. Not only will they be focused on errors and/or omissions, but also on their conformance with all Federal, State, and Local regulations. Implementation of the QC plan for the field will be led by Sauer’s Superintendent, Alex Wysoki. He will be responsible for implementing, maintaining, and monitoring the overall construction plan established by the Respondent. His primary role will be confirming that the subcontractors are installing products per approved submittals.

Sauer, to the greatest extent possible and where financially feasible, will follow the Resilient Home Construction Standard.

iii. Approach to Operations & Maintenance

Nelson Associates, Inc. (“Nelson”), the proposed Property Manager of San Marcos Heights, has a long history of working with federal, state, county and other local public agencies, both large and small. Over the past thirty years, their primary focus has been to address the needs of their clients, owners and residents of affordable housing through the provision of full-service property management, asset management and real estate development services. To ensure that local housing needs are met fully, their team works closely with all stakeholders to reach consensus and to achieve the goals and objectives of an owner, as well as the surrounding community, and local government. From the planning and development process through years of sustained occupancy, Nelson is committed to serving as a trusted and reliable partner.

By working hand-in-hand with Nelson, the ownership team of San Marcos Heights will develop a marketing and outreach strategy, tenant selection and leasing plan, compliance and reporting documents, accounting procedures, and stabilization and long-term maintenance plan that ensures San Marcos Heights is compliant with all local, state, and federal requirements and is operated in the most professional, and efficient manner. As noted above, the Respondent will develop, operate, and maintain San Marcos Heights in a way that its residents, neighbors, and the surrounding community alike can take pride in. The Project will be built and maintained to the highest residential standards.

iv. Financial Approach

Along with the CDBG-DR loan, the Respondent will utilize an allocation of 4% Low-Income Housing Tax Credit (LIHTC) equity from Florida Housing Finance Corporation (FHFC) and tax-exempt bonds or notes issued by St John County Housing Finance Authority to finance the development San Marcos Heights. The use of non-competitive LIHTC equity and tax-exempt debt will allow the development team to move quickly to a financial closing and construction start, while also leveraging the CDBG-DR proceeds.

SHAG Development has secured a preliminary letter of interest from the St. Johns County Housing Finance Authority for an allocation of tax-exempt bonds/notes, as well as letters of interest from Raymond James Tax Credit Funds as the LIHTC equity syndicator, JPMorgan Chase as the

construction loan lender, and Walker & Dunlop as the Freddie seller/servicer facilitating the Freddie Mac Tax Exempt permanent loan. Please find these letters attached.

The construction loan amount of approximately \$16.8 million will have a floating interest rate and be paid down at stabilization to the permanent loan amount of approximately \$7.1 million, which will have a fixed interest rate and will be locked closing. The other permanent sources of financing include 4% LIHTC equity of approximately \$12.1 million, CDBG-DR proceeds of \$15 million, and deferred developer fee of approximately \$62,000.

The Respondent has conservatively underwritten the first mortgage to a 15-year term with a 35-year amortization schedule, an all-in interest rate of 4.9%, inclusive of the annual HFA bond issuer fee, and a minimum debt service coverage ratio of 1.20, per the permanent loan letter of interest in order to minimize risk of default, and to ensure the financial feasibility of the Project. It is anticipated that the CDBG-DR funds will be utilized during the construction period in order to minimize the cost of construction loan interest and delay the need for tax credit equity, which will in turn maximize the equity pricing.

a. Sources & Uses

Sources of Funds: Construction	Total	% of Total	Per Net		Per Unit
			Rentable Residential SF	Buildable SF	
Construction Loan	\$ 16,818,529	49%	\$ 140.15	\$ 105.12	\$ 127,413
Tax Credit Equity	\$ 1,806,826	5%	\$ 15.06	\$ 11.29	\$ 13,688
CDBG Loan	\$ 15,000,000	44%	\$ 125.00	\$ 93.75	\$ 113,636
Deferred Development Fee	\$ 624,532	2%	\$ 5.20	\$ 3.90	\$ 4,731
Total Sources of Funds	\$ 34,249,887	100%	\$ 285.42	\$ 214.06	\$ 259,469

Sources of Funds: Permanent	Total	% of Total	Per Net		Per Unit
			Rentable Residential SF	Buildable SF	
Permanent Loan	\$ 7,107,000	21%	\$ 59.23	\$ 44.42	\$ 53,841
Tax Credit Equity	\$ 12,080,429	35%	\$ 100.67	\$ 75.50	\$ 91,518
CDBG Loan	\$ 15,000,000	44%	\$ 125.00	\$ 93.75	\$ 113,636
Deferred Development Fee	\$ 62,458	0%	\$ 0.52	\$ 0.39	\$ 473
Total Sources of Funds	\$ 34,249,887	100%	\$ 285.42	\$ 214.06	\$ 259,469

Uses of Funds:	Total	% of Total	Per Net		Per Unit
			Rentable Residential SF	Buildable SF	
Land Acquisition	\$ 2,000,000	6%	\$ 16.67	\$ 12.50	\$ 15,152
Hard Cost	\$ 21,803,600	64%	\$ 181.70	\$ 136.27	\$ 165,179
Soft Cost	\$ 5,026,857	15%	\$ 41.89	\$ 31.42	\$ 38,082
Reserves	\$ 588,148	2%	\$ 4.90	\$ 3.68	\$ 4,456
Development Fee	\$ 4,831,282	14%	\$ 40.26	\$ 30.20	\$ 36,601
Total Uses of Funds	\$ 34,249,887	100%	\$ 285.42	\$ 214.06	\$ 259,469

b. Operating Pro Forma

Operating Detail:		Pro Forma		
INCOME:	\$	\$/Unit		Comments
Gross Potential Rent	\$1,430,064	\$10,834		
Less: Physical Vacancy	(\$100,104)	7.00%		
Less: Concessions		0.00%		
Less: Collection Loss		0.00%		
Total Economic Vacancy	(\$100,104)	7.00%		
Net Rental Income	\$1,329,960	\$10,075		
Laundry & Vending	\$13,200	\$100		
Tenant Charges	\$0	\$0		
Parking / Carport	\$0	\$0		
Contributions/Gifts	\$0	\$0		
Other	\$0	\$0		
Miscellaneous:	\$0	\$0		
Total Other Income	\$13,200	\$100		
Effective Gross Income	\$1,343,160	\$10,175		
EXPENSES:				
Real Estate Taxes	\$125,400	\$950		
Other Taxes or Assessments	\$0	\$0		
Insurance	\$72,600	\$550		
Licenses & Permits	\$0	\$0		
Ground Rent	\$0	\$0		
Gas	\$0	\$0		
Electricity	\$26,400	\$200		
Water & Sewer	\$66,000	\$500		
Trash Removal	\$19,800	\$150		
Pest Control	\$6,600	\$50		
Building Maintenance & Repair	\$79,200	\$600		
Interior & Exterior Decorating - Painting	\$13,200	\$100		
Supplies & Cleaning Expense	\$13,200	\$100		
Elevator Maintenance	\$10,000	\$76		
Pool Maintenance	\$0	\$0		
Parking Lot Maintenance / Snow Removal	\$0	\$0		
Grounds / Landscaping	\$26,400	\$200		
Non Resident Management	\$80,590	6%		
Other Maintenance Contracts	\$0	\$0		
Security	\$0	\$0		
Payroll	\$82,000	\$621		
Payroll Taxes & Benefits	\$22,960	\$174		
Apartment Allowance	\$0	\$0		
Advertising	\$0	\$0		
Legal	\$7,500	\$57		
Audit	\$10,000	\$76		
General & Administrative	\$39,600	\$300		
Other Administrative	\$0	\$0		
Support Services / Amenities	\$0	\$0		
Total Operating Expenses	\$701,450	\$5,314		
Replacement Reserves	\$39,600	\$300		
Total Operating Expenses incl Reserves	\$741,050	\$5,614		
SUMMARY EXPENSES:				
MANAGEMENT	\$80,590	\$611		
ADMINISTRATION	\$57,100	\$433		
PAYROLL	\$104,960	\$795		
UTILITIES	\$26,400	\$200		
WATER & SEWER	\$66,000	\$500		
REPAIR & MAINTENANCE	\$168,400	\$1,276		
INSURANCE	\$72,600	\$550		
REAL ESTATE TAXES	\$125,400	\$950		
REPLACEMENT RESERVES	\$39,600	\$300		
Total Expenses incl. Reserves	\$741,050	\$5,614		
Net Operating Income	\$602,110	\$4,561		
DEBT SERVICE	\$415,247	\$3,146		
Net Cash Flow	\$186,863	\$1,416		
DEBT SERVICES COVERAGE RATIO	1.45			
EXPENSE RATIO**	55.2%			
BREAKEVEN OCCUPANCY ***	80.1%			

c. Preliminary Development Budget

Uses of Funds:	Total	Per Net Rentable		Per Buildable SF		Per Unit	Eligible	Non-Eligible
		Residential SF	Buildable SF	Residential SF	Buildable SF			
Acquisition	\$ 2,000,000	\$ 16.67	\$ 12.50	\$ 15,152	\$ -	\$ 2,000,000	\$ -	\$ 2,000,000
Hard Cost - Residential	120 Per SqFt \$ 19,168,000	\$ 159.73	\$ 119.80	\$ 145,212	\$ 19,168,000	\$ -	\$ -	\$ -
Site Work	10 Per SqFt \$ 1,597,333	\$ 13.31	\$ 9.98	\$ 12,101	\$ 798,667	\$ 798,667	\$ -	\$ 798,667
Hard Cost Contingency	5.00% \$ 1,038,267	\$ 8.65	\$ 6.49	\$ 7,866	\$ 1,038,267	\$ -	\$ -	\$ -
Interest Costs	\$ 1,058,467	\$ 8.82	\$ 6.62	\$ 8,019	\$ 668,083	\$ 390,384	\$ -	\$ 390,384
Legal Fees	\$ 405,000	\$ 3.38	\$ 2.53	\$ 3,068	\$ 146,250	\$ 258,750	\$ -	\$ 258,750
Finance Fees	\$ 338,309	\$ 2.82	\$ 2.11	\$ 2,563	\$ 168,185	\$ 170,123	\$ -	\$ 170,123
LIHTC Application Fee	\$ 3,000	\$ 0.03	\$ 0.02	\$ 23	\$ -	\$ 3,000	\$ -	\$ 3,000
LIHTC Credit Underwriting Fee	\$ 15,000	\$ 0.13	\$ 0.09	\$ 114	\$ -	\$ 15,000	\$ -	\$ 15,000
LIHTC Compliance Fee	\$ 122,162	\$ 1.02	\$ 0.76	\$ 925	\$ -	\$ 122,162	\$ -	\$ 122,162
LIHTC Admin Fee	9.00% \$ 110,633	\$ 0.92	\$ 0.69	\$ 838	\$ -	\$ 110,633	\$ -	\$ 110,633
Real Estate Taxes	\$ 125,400	\$ 1.05	\$ 0.78	\$ 950	\$ 94,050	\$ 31,350	\$ -	\$ 31,350
Architect Fee - Design & Admir	\$ 400,000	\$ 3.33	\$ 2.50	\$ 3,030	\$ 400,000	\$ -	\$ -	\$ -
Bank Inspections	\$ 45,000	\$ 0.38	\$ 0.28	\$ 341	\$ 45,000	\$ -	\$ -	\$ -
Builder's Risk	0.75% \$ 155,740	\$ 1.30	\$ 0.97	\$ 1,180	\$ 155,740	\$ -	\$ -	\$ -
Survey	\$ 15,000	\$ 0.13	\$ 0.09	\$ 114	\$ 15,000	\$ -	\$ -	\$ -
Permits	\$ 250,000	\$ 2.08	\$ 1.56	\$ 1,894	\$ 250,000	\$ -	\$ -	\$ -
Environmental Audits	\$ 15,000	\$ 0.13	\$ 0.09	\$ 114	\$ 15,000	\$ -	\$ -	\$ -
Property Appraisal & Market Study	\$ 20,000	\$ 0.17	\$ 0.13	\$ 152	\$ 20,000	\$ -	\$ -	\$ -
Title	0.75% \$ 126,139	\$ 1.05	\$ 0.79	\$ 956	\$ 126,139	\$ -	\$ -	\$ -
FF&E	\$ 100,000	\$ 0.83	\$ 0.63	\$ 758	\$ 100,000	\$ -	\$ -	\$ -
Cost Certification/Accounting	\$ 40,000	\$ 0.33	\$ 0.25	\$ 303	\$ 40,000	\$ -	\$ -	\$ -
Soft Cost & Other Contingency	5.00% \$ 141,276	\$ 1.18	\$ 0.88	\$ 1,070	\$ 141,276	\$ -	\$ -	\$ -
Marketing	200 Per unit \$ 26,400	\$ 0.22	\$ 0.17	\$ 200	\$ -	\$ 26,400	\$ -	\$ 26,400
Plan & Cost Report	\$ 7,500	\$ 0.06	\$ 0.05	\$ 57	\$ 7,500	\$ -	\$ -	\$ -
Impact Fees & Connection Fees	\$ 1,496,832	\$ 12.47	\$ 9.36	\$ 11,340	\$ 1,496,832	\$ -	\$ -	\$ -
Conversion	\$ 10,000	\$ 0.08	\$ 0.06	\$ 76	\$ -	\$ 10,000	\$ -	\$ 10,000
Operating & Deficit Reserve	6 Months \$ 578,148	\$ 4.82	\$ 3.61	\$ 4,380	\$ -	\$ 578,148	\$ -	\$ 578,148
Soil Report	\$ 10,000	\$ 0.08	\$ 0.06	\$ 76	\$ 10,000	\$ -	\$ -	\$ -
Developer Fee	18% \$ 4,831,282	\$ 40.26	\$ 30.20	\$ 36,601	\$ 4,831,282	\$ -	\$ -	\$ -
Total Uses	\$ 34,249,887	\$ 285.42	\$ 214.06	\$ 259,469	\$ 29,735,270	\$ 4,514,617	\$ -	\$ 4,514,617

d. Letters of Intent

Please find letters of interested from (1) the St. Johns County Housing Financing Authority, (2) JP Morgan Chase, (3) Raymond James Tax Credit Funds, and (4) Walker & Dunlop attached.



St. Johns County Board of County Commissioners

Housing Finance Authority

January 30, 2020

SHAG Development, LLC.
1079 Mulberry Way
Boca Raton, FL 33486

Re: Bond Application for "San Marcos Heights"

Dear Mr. Smith:

This letter is provided to confirm the receipt of an application form for up to \$17,000,000 of tax exempt bond financing was submitted to the Housing Finance Authority of St. Johns County by or on behalf of SHAG Development, LLC. The proposed 132-unit multifamily rental community is to be located within +/- 15 acres of land located at 127 Adair Road, St. Augustine, FL; Parcel ID:1015700070. The bond application for this development has not been issued and will not have closed prior to February 4, 2020. Please note that the application will not be deemed complete, and will not be further processed, until all application fees have been received by the Housing Finance Authority.

Should you have questions or need further information regarding this matter, please do not hesitate to contact us.

Sincerely,

A handwritten signature in blue ink that reads "Jay Kalter".

Jay Kalter
Chairman
St. Johns County Housing Finance Authority



January 22, 2020

SHAG Development, LLC
c/o Darren Smith
1079 Mulberry Way
Boca Raton, FL 33486

**Re: San Marcos Heights
St. Augustine, St. Johns County, Florida**

Dear Mr. Smith:

Thank you for considering JPMorgan Chase Bank, N.A. (“JPMorgan Chase” or “Lender”) as a potential construction lender for the development of affordable rental housing to be known as **San Marcos Heights** and located in St. Augustine, St. Johns County, Florida. We have completed a preliminary review of the materials you have submitted, and the following is a brief outline of the terms that we propose to underwrite for credit approval. Of course, this letter is for discussion purposes only and does not represent a commitment by JPMorgan Chase to provide financing for the project nor an offer to commit, but rather is intended to serve as a basis for further discussion and negotiation should you wish to pursue the proposed transaction. Our interest and preliminary terms are subject to change as our due diligence and discussions with you continue. Such a commitment can only be made after due diligence materials are received, reviewed and approved and credit approval has been obtained.

Borrower:	SHAG Development, LLC
Developer:	To Be Determined
Project:	San Marcos Heights will consist of a 132-unit affordable rental property targeted towards family households and located at 127 Adair Road, St. Augustine, St. Johns County, Florida.
Facility Type:	Tax-exempt bond purchase, the proceeds of which will fund a construction loan.
Amount:	Up to \$17,000,000; subject to final budget, sources and uses of funds, and LIHTC equity pay-in schedule.
Initial Term:	24 months.
Interest Rate:	Libor + 200 bps (3.67% as of January 15, 2020).
Commitment Fee:	1% of the loan amount.
Extension Option:	One, conditional, six-month maturity extension.

Extension Fee: 0.25% of the sum of the loan balance and the amount remaining of the original commitment.

Collateral: First mortgage; other typical pledges and assignments.

Guarantee: Full payment and completion guarantees and environmental indemnity by a guarantor or guarantors/indemnitor(s) satisfactory to JPMorgan Chase.

Developer Fee: Assigned to Lender. Notwithstanding provisions of the LP or LLC Agreement, any payments of developer fee prior to permanent debt conversion are subject to Lender's prior approval and control.

Tax Credit Equity: At least 15% must be paid in at closing. The identity of the equity investor and pay-in schedule for this transaction must be disclosed and acceptable to the Lender in its sole discretion.

Subordinate Liens: Subordinate financing will be permitted subject to approval of terms by JPMorgan Chase and permanent lender, if any.

Repayment: Construction Loan will be repaid from equity funded up to and including conversion to the permanent financing and from the permanent financing.

Loan to Value: Up to 80% including the value of the real estate and low income housing tax credits.

Contract Bonding: 100% Payment and Performance Bonds from "A" rated surety

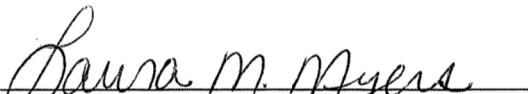
We appreciate the opportunity to discuss with you the possibility of providing construction financing for the proposed project. This letter of interest is for your and The Housing Finance Authority of St. Johns County's information and use only, and is not to be shown to or relied upon by other parties. **Please note, credit markets are volatile. Loan fees and interest rates are subject to adjustment prior to Construction Loan Closing.**

JPMorgan Chase and its affiliates may be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which you may have conflicting interests regarding the transaction described herein or otherwise. JPMorgan Chase and its affiliates may share information about you in connection with the potential transaction or other possible transactions with you.

This letter, which expires July 31, 2020, serves as an outline of the principal terms of the proposed facility, and is subject to receipt and satisfactory review of all due diligence materials by Lender and to change as described above. JPMorgan Chase Bank N.A. cannot extend any legally binding lending commitment until formal credit approval has been obtained and a commitment letter has been issued.

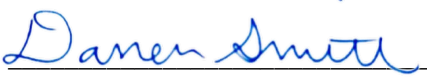
Sincerely,

JPMORGAN CHASE BANK, N.A.

By: 
Laura M. Myers, Authorized Officer

Agreed and Accepted By:

SHAG Development, LLC, a Florida limited liability company

By: 
Darren Smith, President

RAYMOND JAMES

January 21, 2020

Mr. Darren Smith
c/o SHAG Development, LLC
1079 Mulberry Way
Boca Raton, FL 33486

Re: Project: San Marcos Heights
Company/Applicant: To be determined
Fund: To be determined
Property Location: St. Augustine, St. Johns County, Florida

Dear Mr. Smith,

This letter of intent for construction and permanent financing will confirm our agreement (“Agreement”) whereby Raymond James Tax Credit Funds, Inc. (“RJTCF”) shall attempt to effect a closing (“Closing”) of an investment by a Fund sponsored by RJTCF (the “RJTCF Fund”) in the above named company (“Company”) on the assumptions, terms, and conditions contained in this letter of intent, or such other assumptions, terms and conditions as are acceptable to you, RJTCF and the RJTCF Fund.

Based upon the Company receiving \$1,232,820 in annual low income housing tax credits, and further based on terms and conditions as set forth below, the anticipated total equity investment of the RJTCF Fund in the Project is \$12,080,429 or \$0.98 per low income housing tax credit allocated to the RJTCF Fund, subject to market conditions. The Applicant is the beneficiary of the equity proceeds. The RJTCF Fund anticipates purchasing \$12,326,967 (99.99%) of the total low income housing tax credits allocated to the Applicant. The RJTCF Fund’s net investment is anticipated to be funded based upon the following schedule:

- 15% (\$1,812,065) paid prior to or simultaneous with the closing of construction financing
- 60% (\$7,248,258) paid at construction completion
- Balance (\$3,020,106) paid at project stabilization and receipt of 8609s
- The amount of equity to be paid prior to construction completion shall be \$1,812,065.

This letter of intent is subject to RJTCF’s satisfactory completion of its normal due diligence, and is also subject to the approval by the Investment Committee of RJTCF of the terms and conditions of the investment in its sole discretion based on then current market conditions, including availability of investment funds and pricing for tax credits.

Raymond James Tax Credit Funds, Inc.
A Subsidiary of Raymond James Financial, Inc.

880 Carillon Parkway • St. Petersburg, FL 33716
800-438-8088 Toll Free • 727-567-8455 Fax
Visit our Web Site at www.RJTCF.com

Since 1987, Raymond James Tax Credit Funds and our affiliates have been involved with the development of affordable housing. We have provided equity for more than 2,100 properties nationwide. We look forward to working with you.

Sincerely,



Sean Jones
VP - Director of Acquisitions
Raymond James Tax Credit Funds, Inc.

Acknowledged and Accepted:

SHAG Development, LLC, a Florida limited liability company

By: *Darren Smith*
Name: Darren Smith
Title: President

January 22, 2020

Darren Smith
SHAG Development, LLC
1079 Mulberry Way
Boca Raton, FL 33486

Re: *San Marcos Heights, a 132-unit proposed multifamily development at 127 Adair Road, St. Augustine, FL 32086 (the "Property")*

Dear Mr. Smith:

Please be advised that Walker & Dunlop ("WD") intends to commit to provide a forward commitment for a permanent loan in connection with the above referenced Property by the making of a Freddie Mac Tax Exempt Loan as described below, and assuming that an allocation of private activity bonds and Four Percent (4%) Low Income Tax Credits is awarded. This letter and Walker & Dunlop's preliminary underwriting is based upon the financial information and projections provided to us in support of your loan application, and under the following terms and conditions:

- Property: San Marcos Heights
St. Augustine, FL / Parcel ID: 101570070
- Borrower: TBD. The structure and all members of the borrowing entity must be acceptable to WD.
- Guaranty: The permanent loan is non-recourse, except for standard permanent loan carve-outs.
- Loan Amount¹: \$7,107,000
- Interest Rate²: The Interest Rate for loan underwriting purposes is estimated to be 5.00% as of the date of this letter.

Forward

Commitment Period: 24 months with one six (6) month extension.

Term/Amortization:	Permanent	15 years
	Amortization	35 years
	Interest Only	Up to 2 Years

¹ Permanent Loan sizing based upon a minimum 1.20x debt service coverage ratio based upon WD underwriting and using a maximum 80% loan to value.

² The Interest Rate will be fixed prior to construction loan closing. The current spread for underwriting purposes is 323 basis points over the 10-Year Treasury of 1.77%. Any increase in the spread or Treasury rate may impact the loan amount.

Prepayment: 10 years lockout followed by yield maintenance until six months prior to maturity. Thereafter, the loan is prepayable at 1% for month's six to three and open at par for the last 90 days.

Other loan provisions will include:

Recourse: None, other than standard carve outs
Replacement Reserves: REQUIRED (currently underwritten at \$250/unit/yr.)
Tax Escrow: REQUIRED monthly from operations
Insurance Escrow: REQUIRED monthly from operations

Anticipated and estimated transaction costs include:

Origination Fee: 80,000, payable at construction loan closing.
Commitment Fee Deposit: 2.00% (Refundable at Conversion).
Forward Fee: 0.15% of the UPB per annum for each year of the construction phase (or partial year, prorated).
Lender Application Fee: \$20,000 (Includes third party reports deposit)
Lender & Freddie Mac Legal Fee: \$65,000 (Initial Closing)
Freddie Mac Application Fee: 0.10% of Loan Amount
Conversion Processing Fee: \$10,000

Security: First mortgage lien on the Property.

Closing Costs: Borrower will pay all closing costs related to the issuance of the forward commitment and the closing of the permanent loan including, but not limited to legal, title, survey, architectural, other necessary third party reports and out of pocket expenses.

Conditions of Funding
the Permanent Loan:

Construction of the project is 100% complete.

Property has reached 90% physical occupancy for at least 90 consecutive days and meets the minimum debt service coverage based on the Property's net operating income as determined by WD and Freddie Mac as required by the Loan Documents and the Freddie Mac Underwriting Guide.

All certificates of occupancy have been issued and remain in effect.

Satisfactory evidence to WD that there is no adverse material change in the credit or financial condition of the Borrower from the date of issuance of this letter and the time of funding the permanent loan.

Any subsidy loans or grants shall be fully committed at the time of Conversion to the Permanent Loan with terms acceptable to WD and Freddie Mac.

Such other conditions which are customary and reasonable for a loan of this nature and amount.

Contact: Heather Olson, Vice President, Walker & Dunlop
3348 Peachtree Road NE
Suite 900
Atlanta, GA 30326
Telephone: 678-256-1428

All third-party beneficiary rights are expressly negated. No person who is not a party to this letter shall have or enjoy any rights under this letter. No change, amendment or modification of this letter shall be valid unless made in writing, addressed to the Borrower and signed by an authorized officer of WD.

The Tax Exempt Permanent Loan will be provided through a Forward Commitment under the Affordable Multifamily Housing Program of the Federal Home Loan Mortgage Corp (“Freddie Mac”).

WD is an approved lender under the Affordable Housing Program of Freddie Mac and as such is able to provide the Permanent Loan under the Freddie Mac Tax Exempt Loan Program. This commitment for the loan on the Property is subject to Freddie Mac issuing their commitment to WD. Because we are aware of no issues which would preclude a favorable resolution of the pre-conditions, we expect a timely closing of the permanent loan.

Please indicate your acceptance below of these proposed terms by January 31, 2020. Notwithstanding anything herein to the contrary, this letter will expire if the construction loan does not close by December 31, 2020.

WALKER & DUNLOP’S OBLIGATION TO MAKE ANY LOAN IS AT ALL TIMES SPECIFICALLY CONDITIONED UPON WALKER & DUNLOP’S RECEIPT OF SATISFACTORY DUE DILIGENCE REPORTS, INCLUDING AN APPRAISAL, A TAX CREDIT RESERVATION, AN EQUITY COMMITMENT AND FINAL LOAN DOCUMENTS, IN FORM AND CONTENT DEEMED SATISFACTORY BY WALKER & DUNLOP IN ITS SOLE AND ABSOLUTE DISCRETION.

Thank you for the opportunity to serve your financing needs in connection with this property. We look forward to working with you again.

Walker & Dunlop, LLC

Heather Olson

By: Heather Olson
Vice President

Agreed to and accepted this 23 day of January, 2020.

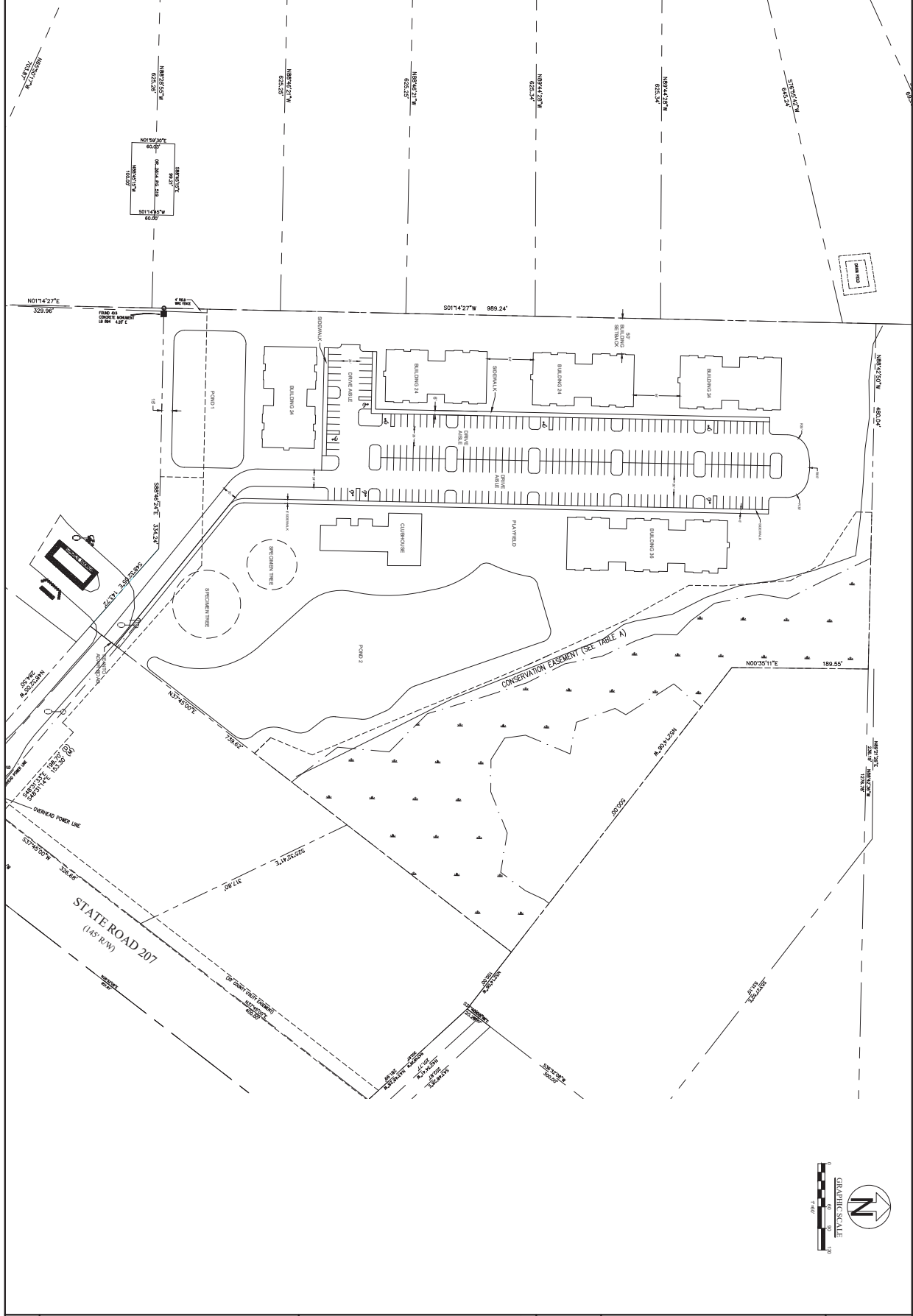
SPONSOR:

SHAG Development, LLC, a Florida Limited Liability Company

By: *Darren Smith*
Darren Smith, President

Section 9:
Vision

i. Site Plan & Clubhouse and Apartment Building Renderings



CONCEPT PLAN
 ADAIR ROAD
 ST. JOHNS COUNTY
 PREPARED FOR
 #####

MATTHEWS DESIGN GROUP
 P.O. BOX 3126, 7 WALDO STREET
 ST. AUGUSTINE, FL 32084
 PHONE: 904.826.1314 • FAX: 904.826.4547
 INFO@MDGNC.COM

NO.	DATE	DESCRIPTION
0001	0000	0000
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0012	0000	0000

REGISTERED ENGINEER
 #####
 CA06355, FL #####





ii. Conceptual Development Specifications

The Project will be made up of an 8,000 square foot Clubhouse and Community Service Facility and five residential buildings clustered around a parking area. The residential buildings will be positioned around the parking area to provide “eyes on the street,” which enhances the safety and security of the community. The buildings will be setback at least 50 feet from the property line to provide additional space between the residential buildings and the neighbors. The residential buildings include one (1) 36-unit building and four (4) 24-unit buildings for a total of 132-units. The unit mix for the project is twenty-four (24) 1 bedroom/1 bathroom units, eighty-four (84) 2 bedroom/2bathroom units and twenty-four (24) 3 bedroom/2 bathroom units.

Each unit will feature designer kitchens, including stainless steel appliances, granite countertops, solid surface flooring throughout the units, and window coverings. Since the Project will obtain a LEED Green Building Certification or other similar nationally recognized green building certification, it will also be equipped with a diversity of energy efficient and green building features, such as low-flow water fixtures, programable thermostats, energy star appliances, and more.

iii. Conceptual Plan for Onsite Amenities & Services

San Marcos Heights will be a family focused development with amenities that meet the needs of residents of all ages. The Community Service Facility will include a large flexible community space with a commercial kitchen designed to hold community events and will be available as a shelter in the event of an emergency or natural disaster, a leasing office where the onsite management company will greet residents and guests, a tech-lab and co-working space, fitness center, library and children’s game room, among other community features.

Adjacent to the Community Service Facility, the development team has planned an open playfield, which will include a large playground, bocce ball court, barbeque area, deck and picnic tables arranged for outdoor events, birthday parties and special gatherings.

Nelson & Associates, Inc. (“Nelson”), as the Project’s Property Manager, will partner with local service providers that focus in service areas such as housing retention, literacy, employment, life skills, medical/mental health, children’s after school programming, and leisure. Nelson will provide information and links to community services that will enable residents to remain self-sufficient and combat personal issues before they threaten their housing status and/or well-being. Nelson will strive to empower residents and to assist families in adapting to their changing needs and circumstances during initial occupancy and throughout residency.

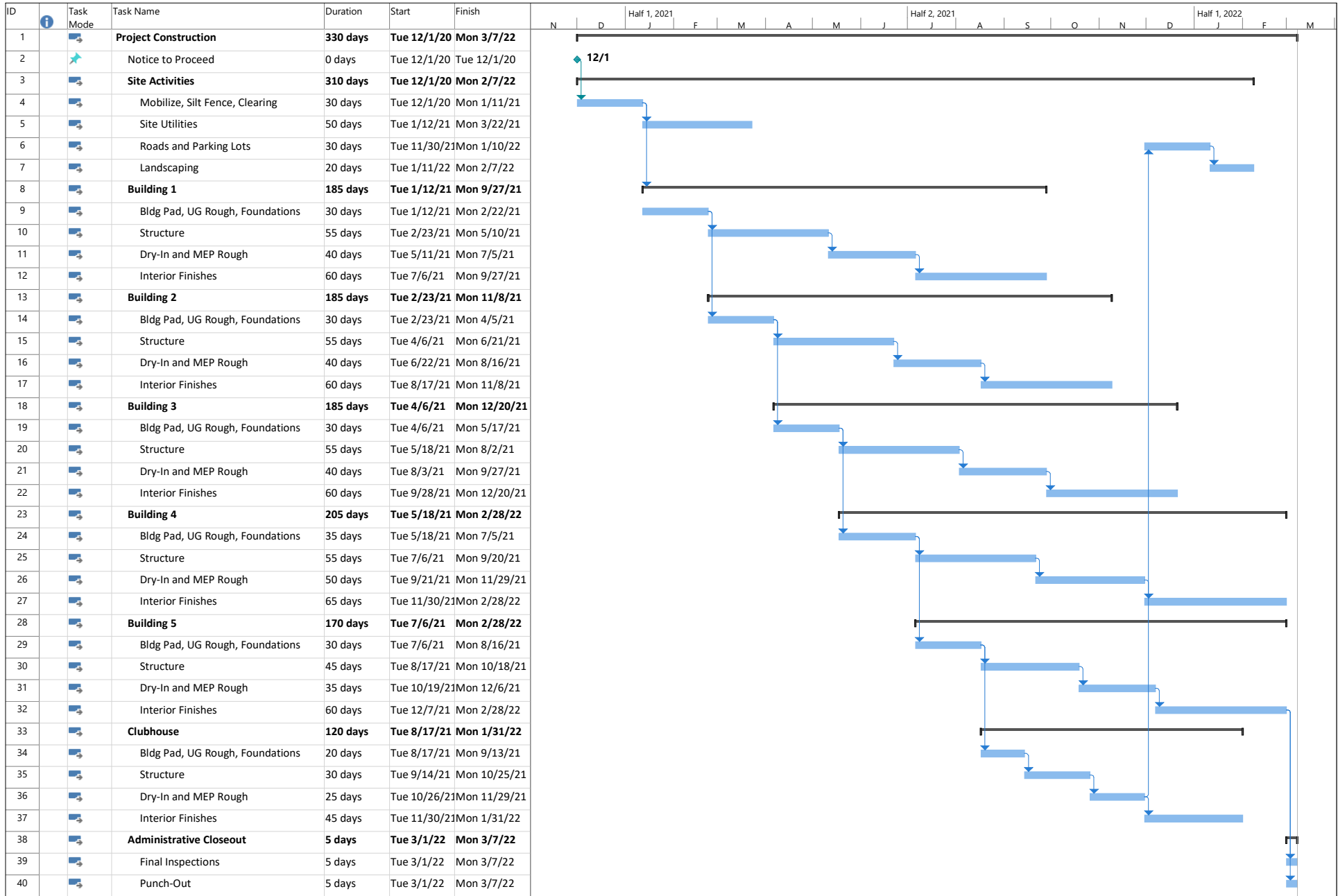
**Section 10:
Schedule**

i. Project Schedule

Project Schedule

	<u>Date</u>
Receive CDBG-DR Award & Enter Credit Underwriting with St. Johns County	5/1/2020
Issue Notice to Proceed to Civil Engineer to Prepare PUD Application	5/2/2020
Submit PUD Application to St. Johns County	6/1/2020
Respond to Comments on PUD Application	7/16/2020
Submit Construction Drawings for Permitting	8/1/2020
St. Johns County Planning & Zoning Board Approves PUD	8/10/2020
St. Johns County Board of Commissioners Approves PUD	9/9/2020
Execute Construction Contract	9/15/2020
Complete Plan & Cost Report	10/15/2020
Receive Permits	11/8/2020
Close Financing	11/22/2020
Begin Construction	12/1/2020
Construction Completion	3/7/2022
Stabilization Date	8/4/2022

ii. Construction Schedule



Project: St Johns County AH Sch
Date: Tue 2/4/20

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	Milestone

Section 11:
Proposed Budget

i. Budget Explanation

The Preliminary Development Budget (“the Budget”) for San Marcos Heights is included in “Section 8: Project Approach.” Over the past 24-months, SHAG Development has been involved in six tax-exempt bond deals in the State of Florida and is therefore, extremely familiar with development cost for tax credit properties in Florida. Furthermore, SHAG Development is currently in construction on one Duval County affordable housing project, will enter credit underwriting with Florida Housing Finance Corporation (FHFC) on a second Duval County affordable housing project in the next 30-days, and anticipates entering credit underwriting with FHFC on a third project in Volusia County in the next 90-days. Therefore, the developer team has actual costs from the region to substantiate the Budget.

The acquisition cost included in the Budget is consistent with the appraisal (included in “Section 6: Proposed Facility”) and the purchase and sale agreement that SHAG Development has with the seller. The hard costs and site work costs are substantiated by the attached Schedule of Values provided by Sauer Incorporated, the General Contractor who is highly familiar with current construction costs in the region accounting for Davis Bacon wages and concrete structures.

The interest cost is pursuant to the interest rate quoted in the JP Morgan Chase construction loan letter of interest (included in “Section 8: Project Approach”) and the Project’s construction draw schedule. The legal fees are per the proposals for San Marcos Heights (included in “Section 2: Qualifications”), as well as the lenders’ letters of interest (included in “Section 8: Project Approach”). The finance fees included in the Budget are per the letters of interest (included in “Section 8: Project Approach”) and the St Johns County Housing Finance Authority bond issuance fee schedule. LIHTC fees are based on Florida Housing Finance Corporation’s fee schedule.

Third party fees are based on the proposals received for San Marcos Heights (included in “Section 8: Project Approach”) and the Respondent’s familiarity with current rates in the marketplace. Impact and connection fees, as outlined below per unit type, are pursuant to the St. Johns County Schedule of Fees and Services.

	1 BR Impact Fees	2 BR Impact Fees	3 BR Impact Fees
Roads	\$ 5,763	\$ 6,846	\$ 6,846
Buildings	\$ 458	\$ 545	\$ 545
Law Enforcement	\$ 214	\$ 254	\$ 254
Fire	\$ 139	\$ 373	\$ 373
Parks	\$ 923	\$ 1,096	\$ 1,096
Schools	\$ 1,501	\$ 2,746	\$ 2,746
Total	\$ 8,998	\$ 11,860	\$ 11,860
Total Impact Fees	\$ 215,952	\$ 996,240	\$ 284,640

Total: \$ 1,496,832

The operating and deficit reserve is based on 6-months of operating expenses and debt service and is per lender and investor requirements. Lastly, the developer fee is 18% of total development costs (excluding developer fee), less ineligible acquisition costs (all acquisition costs, in this case) and reserves, per FHFC guidelines.

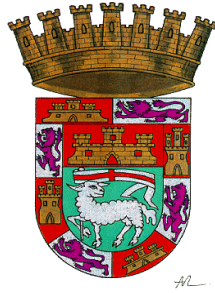
ii. Schedule of Values

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT containing Contractor's signed Certification, is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use column I on contracts where variable retainage for line items may apply.

APPLICATION NO.:
 APPLICATION DATE:
 PERIOD TO:
 ARCHITECT'S PROJECT NO.:

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work From Previous Application (D + E + F)	Completed This Period	Materials Presently Stored (Not in D or E)	Total Completed And Stored To Date (D+E+F)	% (G / C)	Balance To Finish (C - G)	Retainage (if variable rate)
2	Site Construction	\$1,350,000.00				\$0.00	0.00%	\$1,350,000.00	\$0.00
4	Site Amenities	\$68,100.00				\$0.00	0.00%	\$68,100.00	\$0.00
5	Landscape & Irrigation	\$298,000.00				\$0.00	0.00%	\$298,000.00	\$0.00
6	Concrete	\$795,000.00				\$0.00	0.00%	\$795,000.00	\$0.00
7	Masonry / Stone	\$1,289,280.00				\$0.00	0.00%	\$1,289,280.00	\$0.00
8	Fencing/Metals	\$108,440.00				\$0.00	0.00%	\$108,440.00	\$0.00
9	Framing/Trusses/Wood Blocking	\$2,773,844.00				\$0.00	0.00%	\$2,773,844.00	\$0.00
11	Roofing	\$355,000.00				\$0.00	0.00%	\$355,000.00	\$0.00
12	Insulation and Caulking	\$250,030.00				\$0.00	0.00%	\$250,030.00	\$0.00
13	Doors and Hardware	\$711,380.00				\$0.00	0.00%	\$711,380.00	\$0.00
14	Windows	\$254,492.00				\$0.00	0.00%	\$254,492.00	\$0.00
15	Drywall and Ceiling	\$763,600.00				\$0.00	0.00%	\$763,600.00	\$0.00
16	Flooring	\$800,100.00				\$0.00	0.00%	\$800,100.00	\$0.00
17	Paint	\$546,000.00				\$0.00	0.00%	\$546,000.00	\$0.00
18	Exterior Finishes	\$850,000.00				\$0.00	0.00%	\$850,000.00	\$0.00
19	Specialties	\$327,130.00				\$0.00	0.00%	\$327,130.00	\$0.00
20	Appliances	\$441,910.00				\$0.00	0.00%	\$441,910.00	\$0.00
21	Millwork	\$665,370.00				\$0.00	0.00%	\$665,370.00	\$0.00
22	Window Treatments	\$95,000.00				\$0.00	0.00%	\$95,000.00	\$0.00
23	Elevators	\$0.00				\$0.00	0.00%	\$0.00	\$0.00
25	HVAC	\$1,080,370.00				\$0.00	0.00%	\$1,080,370.00	\$0.00
26	Fire Protection	\$245,000.00				\$0.00	0.00%	\$245,000.00	\$0.00
27	Plumbing	\$1,304,140.00				\$0.00	0.00%	\$1,304,140.00	\$0.00
28	Electrical	\$2,533,870.00				\$0.00	0.00%	\$2,533,870.00	\$0.00
29	General Conditions	\$1,083,076.00				\$0.00	0.00%	\$1,083,076.00	\$0.00
30	Overhead	\$361,025.00				\$0.00	0.00%	\$361,025.00	\$0.00
31	Profit	\$1,083,076.00				\$0.00	0.00%	\$1,083,076.00	\$0.00
32	P&P Bonds	\$124,500.00				\$0.00	0.00%	\$124,500.00	\$0.00
33	Insurance	\$207,600.00				\$0.00	0.00%	\$207,600.00	\$0.00
	TOTAL	\$20,765,333.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,765,333.00	\$0.00



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

**RFP NO: 20-17
REQUEST FOR PROPOSALS**

**DEVELOPMENT PARTNER(S) FOR
CDBG-DR MULTI-FAMILY AFFORDABLE
HOUSING FACILITIES**

**St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
904-209-0150
www.sjcfcl.us/Purchasing/Index.aspx**

FINAL 12/19/19

**RFP NO: 20-17 DEVELOPMENT PARTNER(S) FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITIES**

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PART V: SUBMITTAL INSTRUCTIONS & FORMAT

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PART VII: FORMS AND ATTACHMENTS

PART VIII: EXHIBITS (SEPARATE ATTACHMENTS)
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EXHIBIT B - HUD CPD GREEN BUILDING RETROFIT CHECKLIST
EXHIBIT C - CDBG-DR REQUIRED PROVISIONS
EXHIBIT D – SUB-RECIPIENT AGREEMENT (FDEO AGREEMENT #H2338)

**ST. JOHNS COUNTY, FL – RFP NO: 20-17 DEVELOPMENT PARTNER(S) FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITIES**

PART I: ADVERTISEMENT

Notice is hereby given that St. Johns County, FL is soliciting Proposals for **RFP No: 20-17; Development Partner(s) for CDBG-DR Multi-family Affordable Housing Facilities**. Interested and qualified respondents may submit Proposals, according to the requirements described herein, to the St. Johns County Purchasing Department. **All Proposals MUST be submitted by or before 4:00 P.M. (EST) on Thursday, January 23, 2020.** Any packages delivered to or received by purchasing after the 4:00 P.M. deadline will not be considered and shall be returned unopened to the addressee.

The U.S. Department of Housing and Urban Development has awarded Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to Florida Department of Economic Development for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 et seq.) and described in the State of Florida Action Plan for Disaster Recovery. St. Johns County has entered into an agreement with Florida Department of Economic Opportunity (agreement # H2338) to administer these disaster recovery funds.

St. Johns County is soliciting Proposals from qualified Firms to serve as the County's developer partner(s) in developing one or both of two (2) new construction multifamily affordable housing facilities. Each facility shall include a minimum of 80 units and shall be developed in accordance with and as supported by the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR) program. The awarded Firm(s) shall be responsible for performing or causing to be performed, site selection and preparation, obtaining HUD environmental clearance, design, permitting and construction of each facility in accordance with all applicable local, state, federal laws, rules, ordinances, codes, and guidelines pertaining to the development of multifamily affordable housing properties in St. Johns County.

Proposals are available for downloading from *Onvia Demandstar, Inc.*, at their website www.demandstar.com, or by calling 800-711-1712 and requesting Document #20-17. 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.

Any and all **questions** or requests for information relating to this RFP shall be **submitted in writing** by or before close of business (**5:00 P.M.**) on **Thursday, January 9, 2020**.

Designated Point of Contact: April Bacon, Disaster Recovery Procurement Coordinator
SJC Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
Email: abacon@sjcfl.us

If the above representative is absent, or unavailable for three (3) or more consecutive business days, interested Respondents may direct questions or inquiries to Jaime Locklear, Purchasing Manager, at jlocklear@sjcfl.us.

Interested Respondents shall not contact, lobby, or otherwise communicate with any St. Johns County staff member, including any member of the Board of County Commissioners, except the above referenced individual from the point of advertisement of the solicitation, 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 result in disqualification from consideration for award of a contract for these services.

Proposals **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **RFP No: 20-17; Development Partner(s) for CDBG-DR Multi-family Affordable Housing Facilities**. Each package submitted 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) hard-copy original document, and one (1) exact electronic PDF copy 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 respondent, 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 County's Purchasing Manual are incorporated by reference and are fully binding.

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

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
ST. JOHNS COUNTY CLERK OF COURT

BY: _____
Deputy Clerk

PART II: INTRODUCTION

A. TENTATIVE SCHEDULE OF EVENTS

The County proposes the tentative schedule of events provided below for this Request for Proposals (RFP), 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	December 21, 2019
Deadline for RFP Questions	January 9, 2020
Issuance of Final Addendum	January 16, 2020
Proposal Submission Deadline	January 23, 2020
Evaluation of Submitted Proposals	January 30, 2020
Presentation of Award Recommendation to SJC BOCC	March 3, 2020
Issuance of Notices of Award & Contracts	April 25, 2020

B. DUE DATE & LOCATION

Proposals submitted in response to this RFP must be delivered to, and received by the SJC Purchasing Department by or before **4:00 P.M. on Thursday, January 23, 2020**. Any packages received after this deadline will be deemed nonresponsive, and shall be returned to the addressee unopened.

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

C. 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: April Bacon, Disaster Recovery Procurement Coordinator at abacon@sjcfl.us.

In the event the Designate Point of Contact, provided above, is absent or unavailable for more than three (3) consecutive business days, interested Respondents may contact Jaime Locklear, Purchasing Manager, at jlocklear@sjcfl.us.

Interested Respondents **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.

D. 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 five o'clock (**5:00 P.M.**) EST on **Thursday, January 9, 2020**. 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.

E. 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) consecutive calendar days prior to the due date for Proposals. Any addenda issued after this date, shall be for material, necessary clarifications to the Request for Proposals.

F. EQUAL EMPLOYMENT OPPORTUNITY

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

G. PUBLIC RECORDS

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and Chapter 286 Freedom of Information Act, and except as may be provided by other applicable State and Federal Law, all proposers should be aware that this Request for Proposals and the responses thereto are public record. Proposers should identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Failure to identify confidential and/or proprietary information prior to submission of the Proposal may result in such information being subject to release if requested in a public records request.

H. 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.

I. RIGHT TO REJECT / ACCEPT

The County reserves the right to accept or reject any or all submitted packages, waive minor formalities, and to award to the Respondent(s) that best serve the interests of St. Johns County.

J. COMPLIANCE WITH POLICY AND PROCEDURES MANUALS

All terms and conditions of the St. Johns County Purchasing Procedure Manual as well as the Restore St. Johns Policy and Procedure Manual for Procurement for CDBG-DR 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 as well as the Policy and Procedure Manual for Procurement for CDBG-DR. This solicitation, the subsequent evaluation, negotiations, and contract award shall be in accordance with the St. Johns County Purchasing Procedure Manual as well as the Policy and Procedure Manual for Procurement for CDBG-DR. 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 and the Policy and Procedure Manual for Procurement for CDBG-DR.

PART III: SCOPE OF SERVICES

A. BACKGROUND

On October 7, 2016, Hurricane Matthew impacted St. Johns County inflicting property damage from wind, rain, and flooding. This was one of the most significant storms to impact the County in recent history and brought historical rainfall and flooding throughout St. Johns County. Unprecedented rainfall and the resulting 100 year flood event created major public safety threats and wrought considerable damage throughout the County including the destruction of homes, businesses, infrastructure, public facilities, and the impairment of the local and regional economy. In response to these impacts, the President issued a major disaster declaration under the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 *United States Code* (U.S.C.) 5121 et seq. (the "Stafford Act").

Due to the magnitude of remaining recovery needs, The U.S. Department of Housing and Urban Development (HUD) announced, on January 18, 2017, that the State of Florida was eligible to receive \$58,602,000 in funding through the CDBG Program to support long-term recovery after the 2016 hurricanes. These resources provide a critically important opportunity to continue recovery efforts in St. Johns County. St. Johns County was designated as the Most Impacted and Distressed (MID) area and was allocated 80% of the Florida's CDBG-DR allocation. The County was allocated \$45,837,520 in CDBG-DR funding.

The U.S. Department of Housing and Urban Development has awarded Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to Florida Department of Economic Development for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 et seq.) and described in the State of Florida Action Plan for Disaster Recovery (<http://www.floridajobs.org/community-planning-and-development/assistance-for-governments-and-organizations/disaster-recovery-initiative/hurricanes-hermine-and-matthew>). St. Johns County has entered into an agreement with Florida Department of Economic Opportunity (agreement # H2338 (Exhibit D)) to administer these disaster recovery funds.

St. Johns County will use CDBG-DR funds to principally benefit low- and moderate-income persons in a manner that ensures that at least seventy percent (70%) of the grant amount awarded is expended for activities that benefit such individuals. Funds will be used for: rehabilitation, elevation, and reconstruction of residential structures; construction of multifamily housing; sustaining transportation and drainage system assets; and addressing/improving infrastructure impacted by inclement weather conditions in the most impacted and distressed areas.

B. MULTI-FAMILY AFFORDABLE HOUSING FACILITIES

Respondents shall ensure all facilities meet or exceed the following requirements:

1. LOCATION

The Developer Partner may propose sites within any location in St. Johns County. However, the County recommends that Respondents consider sites eligible for affordable housing facilities in the following areas:

- a. Located within the geographic area of the intersection of State Road 207 and Wildwood Drive in St. Augustine, FL.
- b. Located with the limits of the former Town of Hastings, FL (see map found at http://ftpanon.sjcfcl.us/gis/media/MapMart/OverlayDistrict_Hastings.pdf).

2. REQUIREMENTS

- a. Each development must contain a minimum of 80 units with associated common areas, including but not limited to, parking, sidewalks, park and open space areas and storm water ponds.
- b. Each affordable housing facility shall include a flexible community space of no less than 5000 square feet for use in serving residents and other community members; unless St. Johns County specifically approves an alternative. Each flexible community space may include a clubhouse with leasing office, laundry facilities, “well-care” center, business center, etc. Each flexible community space shall be built to American Red Cross 4496 Standards and the Hurricane Evacuation Shelter Selection Standard.
- c. Residential use only. Mixed-use projects (that is, projects that include uses other than residential rental and 2 support buildings) are not eligible.
- d. Units shall be available for resident occupancy in a phased manner as buildings are completed and receive certificates of occupancy.

3. MAXIMUM AWARD

- a. Maximum CDBG-DR award for Affordable Multi-family Housing Facilities is \$15 million per each proposed facility.
- b. Additional funding, if necessary, is the responsibility of the Development Partner. St. Johns County shall have no involvement or responsibility in conjunction with acquiring additional funding services.

C. SCOPE OF WORK

The required Scope of Services shall include but is not limited to the development, design, permitting, construction, operation, and maintenance of two (2) multi-family affordable housing facilities funded through the HUD CDBG-DR Program.

At a minimum, the selected Development Partner is expected to:

1. Development

- a. Identify, acquire, and appropriately zone property for each facility; with necessary approvals;
- b. Develop and implement an acceptable schedule to accomplish the required development for each facility;
- c. Identify and quantify any and all costs associated with developing the proposed facility(ies), based on relevant data;
- d. Report all progress of development for each property and/or proposed facility to St. Johns County;
- e. Implement a process to execute the development of the housing facilities as needed. Provide a development plan and a development implementation schedule. Oversee the design, construction, and quality control for the development of each facility;
- f. Develop a financing plan including any and all funding sources, development site plan, and construction schedule as needed; identify and justify the amount of St. Johns County resources that may be needed for the proposed project;
- g. Provide documentation/reports that include the basis, source and methodology for arriving at estimates, projections and assumptions;
- h. Expand and update budgets throughout the development process, and respond in detail to St. Johns County inquiries;

- i. Coordinate all development activities, including reporting and budgeting requirements with St. Johns County and assist St. Johns County as necessary with all aspects of the project. Provide monthly reports to St. Johns County on the progress of the development efforts, including work already completed, the associated costs, schedule, and budgetary requirements;
2. Design
 - a. Develop a site plan for each proposed facility to include a conceptual drawing/design of each property along with a facility layout;
 - b. Refine and develop Site Plans; prepare a final Site Plan supported by a market study analysis; and obtain required zoning and development approvals from St. Johns County and other required jurisdictional entities.;
 - c. Prepare and implement a schedule for all design activities including SJC reviews/approvals as necessary to get to final design for purposes of construction;
 - d. Identify any and all costs associated with design activities for budgeting and reporting throughout the duration of the project;
 - e. Develop final construction plans including architectural, engineering, civil, geotechnical, landscaping and all other components of design necessary for construction;
 - f. Based upon the approved development site plan, prepare schematic designs and drawings, preliminary designs and drawings, and construction drawings and specifications. Submit schematic drawings, preliminary drawings and construction documents for the entire project or the phase, including public improvements, to St. Johns County for review and approval; obtain required building and occupancy permits;
 - g. Obtain approvals of all required design elements from St. Johns County and all other applicable agencies;
3. Construction
 - a. Bid and award construction contracts; manage development construction in accordance with all applicable agreements and legal regulations and requirements; supervise construction work to ensure quality of workmanship, timely completion of work, and consistency with budget; and ensure that all required occupancy permits and any other approvals are obtained after construction completion to permit lease-up, safe and habitable occupancy;
 - b. Identify and quantify all development costs based on information provided by St. Johns County and other relevant data. All cost estimates will be the sole and exclusive responsibility of the selected Development Partner(s). The County will hire an independent third party cost reasonableness expert to review the construction budget, plans and specifications and perform periodic inspections of construction progress to ensure the Development Partner(s) and its contractors meet accepted cost reasonableness standards for the area and adhere to applicable HUD statutes, regulations, and requirements, Florida Statutes as well as all other applicable local, state, or Federal laws, regulations, rules, policies, and codes;
 - c. Provide adequate and competent supervision at all times during the performance of the contract. A qualified Project Manager shall be designated in writing to St. Johns County prior to executing the contract. The Project Manager or his/her designee must be readily available to meet with St. Johns County personnel. St. Johns County shall be provided with the telephone number(s) where the Project Manager can be reached;
 - d. Complete written documentation of materials in a manner suitable for use by St. Johns County, the St. Johns County Board of Commissioners, HUD, and other agencies;
 - e. Obtain all required building permits and zoning approvals;
 - f. Submit periodic (but not less than once each month during construction) draw requests to St. Johns County for payment;
 - g. Provide installation of required broadband infrastructure;
4. Project Oversight
 - a. Undertake all marketing and lease up efforts;
 - b. Supervise all consultants and/or service providers in all tasks necessary to successfully implement the development plan, and construct the project;

- c. Ensure compliance with all applicable federal, state and local statutes, ordinances, rules and regulations;
- d. Deliver units consistent with St. Johns County and HUD guidelines;
- e. Coordinate all work and documentation with the St. Johns County Disaster Recovery Department;
- f. Meet with St. Johns County, HUD, the Community, and other state and local officials as may be necessary;

D. GREEN BUILDING STANDARDS

All construction shall comply with the Green Building Standard for all construction of residential buildings under at least one of the following programs:

- i. ENERGY STAR;
- ii. Enterprise Green Communities;
- iii. LEED (iv) ICC-700 National Green Building Standard;
- iv. EPA Indoor AirPlus (ENERGY STAR a prerequisite); or
- v. any other equivalent comprehensive green building program acceptable to HUD.

Construction must follow the Green Building Retrofit Checklist to the extent applicable, including the use of mold resistant products, ENERGY STAR-labeled, WaterSense-labeled, or Federal Energy Management Program (FEMP)-designated products and appliances, or other equivalent.

E. RESILIENT BUILDING STANDARDS

All construction will, to the greatest extent possible and where financially feasible, follow the Resilient Home Construction Standard strongly encouraged by HUD as applicable to multifamily development.

F. LEAD BASED PAINT

The use of lead-based paint in the federally assisted construction or rehabilitation of residential structures (including day cares, senior centers, and community facilities) is prohibited by Section 401(b) of the Lead-Based Paint Poisoning Prevention Act [42 U.S.C. 4831(b)] and regulations in 24 CFR 35B. To the extent that contracted work involves residential structures, the Developer Partner and subcontractors must follow the new regulations issued under sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, which is Title X ("ten") of the Housing and Community Development Act of 1992. Sections 1012 and 1013 of Title X amended the Lead-Based Paint Poisoning Prevention Act of 1971, which is the basic law covering lead-based paint in federally associated housing. The new regulation appears within title 24 of the Code of Federal Regulations as part 35 (24 CFR 35). Additionally, the Developer Partner and subcontractor must follow regulations regarding employee exposure to lead found in 29 CFR 1926.62.

- a. The Developer Partner and subcontractors shall not use lead-based paint in residential structures and shall eliminate any lead-based paint hazards in residential structures rehabilitated.
- b. At a minimum the Developer Partner and subcontractors must comply with the Lead Hazard Reduction Methods in 24 CFR 35.1330 and 1325 and 29 CFR 1926.62.
- c. All workers involved in the disturbance of lead-based paint bearing surfaces should be trained in lead safe work practices in accordance with 29 CFR 1926.62.

Scope of work may be adjusted, altered, added to, or deleted from based on project needs and/or negotiations in order to best serve the interest of St. Johns County.

All work shall be in performed in compliance with all applicable federal, state, and local procurement requirements.

The development referenced herein shall be conducted in a manner as to comply with Federal, State, and Local rules, regulations, CDBG-DR required HUD CPD Green Building Retrofit Checklist, CDBG-DR program intent, compliance with the Florida Building Code (<https://www.floridabuilding.org/c/default.aspx>), any applicable City and County Building Codes and/or standards, as well as the St. Johns County Land Development Code (<http://www.sjcfcl.us/LongRangePlanning/LandDevCode.aspx>).

All services shall be performed in accordance with the agreement between St. Johns County and the Florida Department of Economic Opportunity (agreement #H2338).

PART V: SUBMITTAL INSTRUCTIONS & FORMAT

A. RESPONDENTS RESPONSIBILITIES

Respondents are responsible for any and all costs associated with developing and submitting a Proposal in response to this Request for Proposals. 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 re-imburement 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 submitted Proposals received in response to this RFP 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.

Each Respondent, by submitting a Proposal in response to this RFP, hereby agrees to comply with, and perform in accordance with any and all policies and procedures provided in the SJC Purchasing Manual, the County Administrative Code, and any and all other local, state, and federal rules, regulations, laws, codes and ordinances throughout the solicitation and contract term.

By submitting a Proposal, each Respondent certifies that the proposer has fully read and understands any and all instructions in the RFP, and has full knowledge of the scope, nature, and quality of work to be performed, and certifies that the Respondent agrees to perform in accordance with any and all policies and procedures provided in the SJC Purchasing Manual and County Administrative Code, and all other local, state and federal rules, regulations, laws, codes and ordinances throughout the solicitation and subsequent contract term.

All submitted Proposals shall be binding for not less than one hundred twenty (120) consecutive calendar days following the submittal due date.

B. TRADE SECRETS

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 of 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.

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting Developer Partner must complete an Affidavit of Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposed documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

C. 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 must disclose any and all involvement in any St. Johns County Board of County Commissioners advisory board by any person(s) associated with their firm.

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.

D. USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Respondent 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.

E. DETERMINATION OF RESPONSIVENESS

The County shall make a determination for each respondent, as to the responsiveness of the submitted Proposal to the requirements provided herein. Any respondent who is not responsive to the requirements of this RFP may be determined non-responsive, and may be removed from consideration by either the Procurement Coordinator or 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 Proposal. However, any missing information or document(s) that are material to the purpose of the RFP shall not be waived as a minor formality.

F. PROPOSAL SUBMITTAL INSTRUCTIONS:

The Proposals format must sufficiently address and demonstrate all required components, follow the order of sections described below, and ***shall not exceed one hundred fifty (150) pages***. The aim of the required format is to simplify the preparation and evaluation of the RFP Packages.

Proposals **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **RFP No: 20-17; Development Partner(s) for CDBG-DR Multi-family Affordable Housing Facilities**. 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) hard-copy original document, and one (1) exact electronic PDF copy 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.

Proposals shall be mailed or hand-delivered to:

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 (**4:00 P.M.**) EST on **Thursday, January 23, 2020**.

St. Johns County Purchasing will not accept any Proposals that are not submitted in the manner described above. Any unsealed, unlabeled, or otherwise incomplete packages may be rejected. Respondents are not permitted to deliver packages to any County Department or County Employee other than the Purchasing Department, as provided herein. Any packages delivered to any County Staff other than the Purchasing Department shall be disqualified.

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.

Respondent(s) shall submit multi-part responses which shall include all required information for each of the proposed Affordable Housing Facility locations. All Proposals must include the following components; Part A which shall consist of Sections 1 through 5, Part B for Facility Location 1 which shall consist of Sections 6 through 11, and Part C for Facility Location 2 which shall consist of Sections 6 through 11.

<u>Section</u>	<u>Topic</u>
<u>Part A</u>	
1	RFP Cover Page, Cover Letter
2	Qualifications
3	Experience
4	Socioeconomic Business Enterprise
5	Administrative Information
<u>Part B – Facility 1 & Part C – Facility 2</u>	
6	Proposed Facility
7	Proposed Team
8	Project Approach
9	Vision
10	Schedule
11	Proposed Budget

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:

PART A

Section 1: RFP Cover Page and Cover Letter

Respondent shall completed and submit an RFP Cover page as well as provide a cover letter, *not exceeding two (2) pages*, which is signed by an officer of the firm who is responsible for committing the firm's resources.

The cover letter should provide the following:

- Respondent's name, primary contact name, business address, phone number, fax number, e-mail address, and DUNS number;
- Name and title of the individual with responsibility for the response and to whom matters regarding this RFP should be directed;
- A brief statement of the respondent's understanding of the services required and qualifications necessary to provide Development Partner(s) for CDBG-DR Multi-family Affordable Housing Facilities;
- A brief company background statement to include, but not limited to, years in business, corporate structure, professional affiliations, and capability of meeting deadlines;
- Identify the primary contact for this contract,
- Such other information as the respondent deems appropriate;

Section 2: Qualifications

In this section, respondent shall demonstrate the qualifications of company, staff, and any proposed sub-contractor who may perform any aspect of the scope of services provided herein. In addition, respondent(s) shall provide a brief summary of the overall capabilities of staff and any proposed sub-contractors; including, but not limited to, their experience with all potential affordable housing funding sources (i.e. HUD/CDBG/CDBG-DR/State Housing Initiative Program (SHIP)/Low Income Housing Tax Credit (LIHTC), relative to Development Partner(s) for CDBG-DR Multi-family Affordable Housing Facilities as outlined in the scope of work.

Respondents shall provide proof that they have the financial capability to successfully perform the scope of work described in this Request for Proposals. Respondents are required to submit written verification of bonding capacity; the verification is to be submitted by a licensed surety company rated "A-" or better in the current A.M. Best Guide and qualified to do business within the state; please include single and aggregate limits.

Respondents must disclose any and all involvement in any St. Johns County Board of County Commissioners advisory board by any person(s) associated with their firm.

Respondents shall submit a list of proposed sub-contractors (if applicable), to be used if awarded the contract, including a copy of any and all licenses and/or certificates. If sub-contractors are to be included in the Proposal, all terms and conditions must be disclosed including method and reason for selection, sub-contractors compensation, and sub-contractors billing rate.

At the County's request, provide all internal sub-contractor documentation for federal reimbursement review. If no sub-contractors are proposed, so state there on.

- Current Applicable Department of Professional Regulation License(s)
- Must be fully licensed and insured to perform work or do business in the State of Florida;
- Must possess, or obtain upon award, a Local Business Tax Receipt for St. Johns County.
- Does not have just or proper claims pending against the individual or firm or their work;
- Has previously performed or provided the work, materials and services as described in the scope of services/specifications.
- Current Applicable Certification(s)

Section 3: Experience

In this section, respondents shall provide evidence of performance related to the Scope of Requested Services. In addition, respondents will need to describe any prior engagements in which respondent and/or respondent's sub-contractors assisted a governmental entity in dealings with HUD\CDBG\CDBG-DR Multi-family Affordable Housing Facilities; including, but not limited to, their experience with all potential affordable housing funding sources (i.e. HUD/CDBG/CDBG-DR/State Housing Initiative Program (SHIP)/Low Income Housing Tax Credit (LIHTC).

Respondents shall provide a minimum of two (2) reference projects from within the last five (5) years, which shall be related projects that demonstrate previous HUD\CDBG\CDBG-DR Multi-family Affordable Housing Facility Development Partner activities. Please indicate any such work done on behalf of Federal, State, City or local agencies

where the agency has had oversight of work, management, and operation of facilities demonstrating an expert level understanding in working with HUD\CDBG\CDBG-DR.

Section 4: Socioeconomic Business Enterprise

The County is seeking to encourage participation by Respondents who are MBE/WBE/DBE business enterprises. Provide current copy of certificate of MBE/WBE/DBE (if applicable).

This section has an evaluation value of five (5) points. Respondents will receive the maximum score of five (5) if they provide a current MBE/WBE/DBE certification, a score of zero (0) points if they do not have any certification(s), and a score of two and one half (2.5) points for sub-contractor's MBE/WBE/DBE certification.

Section 5: Administrative Information

Respondents must include the following:

- Proof of Insurance including limits
- Drug Free Work Place Form (Complete and Submit)
- RFP Affidavit (Complete and submit)
- RFP Affidavit of Solvency (Complete and Submit)
- Conflict of Interest Disclosure Form (Complete and Submit)
- Claims/Liens/Litigation History (Complete and Submit)
- Equal Opportunity Report Statement (Complete and Submit)
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Primary Covered Transactions (Complete and Submit)
- Certification Regarding Lobbying (Complete and Submit)
- Certification of Non-segregated Facilities (Complete and Submit)
- Non-Collusion Certification (Complete and Submit)
- Certification of Compliance with Florida Trench Safety Act
- Acknowledge Addenda: All copies of acknowledged addenda, if applicable, must be submitted as part of Section 7

PARTS B & C

Section 6: Proposed Facility

Respondent shall provide a detailed description of the proposed site for each facility including site of facility, supported by an approved HUD Phase I Environmental Site Assessment, a market study, an appraisal, a land survey, as well as any other pertinent information to support the proposed site for each facility.

Section 7: Proposed Team

Respondents shall provide staffing plans clearly stating key personnel that may perform work under the award of this contract. Respondents shall submit a one (1) page resume for each member of the key personnel team. Respondents shall provide an Organization Chart of key personnel. Respondents shall provide a detailed description of how they intend to integrate staff and maintain their presence within the County.

Section 8: Project Approach

In this section, the respondent shall provide a written narrative including sections for each of the following components:

- Approach to Development – Proposed sites, site readiness, market study or market analysis (including a preliminary demand and capture rate calculation by unit type and rent restriction/level), Phase I assessment, appraisals, survey;
- Construction Approach;
- Approach to Operations and maintenance;
- Financial Approach – Describe approach to CDBG-DR funding as well as any additional potential funding by providing the following information:
 1. Sources and Uses Statement
 2. Pro Forma financial statement
 3. Preliminary total development budget

Respondent's project management methodology shall include all steps necessary to establish, monitor, and track each project. Providing a detailed description of their quality control methods, coordination of sub-contractors, as well as how the approach methodology will be employed to accomplish the project goals and objectives.

Respondents are encouraged to be creative in their approach in delivering the project, at lower cost and with expediency, to the County, while still complying with all applicable rules, regulations, and laws, etc.

Section 9: Vision

Respondents shall include a proposed site plan, conceptual development specifications (inclusive of proposed number, mix, and type of units proposed), and a conceptual plan for onsite supportive services as indicated in Scope of Work, as well as any other pertinent information the Respondent feels will provide additional benefit to the County.

Section 10: Schedule

In this section, the respondent shall provide a written narrative of the Respondent’s fully defined, resource loaded, leveled project schedule/timeline; with all of the tasks and associated effort to deliver the scope of services, as per the agreement between St. Johns County and Florida Department of Economic Opportunity (agreement # H2338). Respondent shall provide a detailed schedule providing the County with a timeline showing maximum efficiency

Section 11: Proposed Budget

In this section, Respondents shall provide proposed budget(s) by facility including backup documentation showing how budget amounts were calculated. Proposed budget shall include all necessary items needed to complete the scope of service, in accordance with the requirements previously provided herein. Respondent shall provide any and all additional funding sources in the event the proposed budget exceeds the maximum award provided herein.

Proposed budget is included as one of the evaluation criteria; the lowest total proposed budget amount will receive the maximum weighted score. The other submitted proposed budgets will receive a percentage of the weighted score based on the percentage differential between the lowest total proposed budget and the other proposals in accordance with the following example:

Vendor	Total Proposed Budget	Percentage	By	Weight	Equals	Weighted Score
A	\$90.00	100	X	20	=	20
B	\$100.00	90.0*	X	20	=	18
C	\$130.00	69.0**	X	20	=	14

* Vendor B’s percentage is $\$90.00 \div \$100.00 = 90.0\%$

** Vendor C’s percentage is $\$90.00 \div \$130.00 = 69.0\%$

The total proposed budget evaluation and calculation may be revised to conform to the needs for each individual RFP selection.

This will be graded on a 0 – 5 scale for each proposed facility; up to a maximum combined score of 10 points.

PART VI: EVALUATION AND AWARD

A. EVALUATION OF RESPONSES

All properly submitted Proposals that are determined to be responsive to the requirements of this RFP, shall be evaluated by an Evaluation Committee selected by the Purchasing Department. Each Evaluation Committee 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, Proposals individually with no interaction or communication with any other individual. Evaluators’ scores shall be announced at the public 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 submitted responses, waive minor formalities or award to/negotiate with the Respondent whose qualifications best serves the interest of the County.

B. EVALUATION CRITERIA

The intent of this RFP is to select responsive Respondents based on the Respondent’s submitted Proposal using the evaluation criteria below. Responses will be scored based on the criteria herein. Only those Respondent(s) qualified through this RFP process and approved by the St. Johns County Board of County Commissioners will be invited to negotiate a contract. Selection(s) are at the sole discretion of the County. Evaluation of the responses to this RFP will comply with the specific criteria as follows:

Evaluation Criteria:

Maximum Points per Evaluator:

Part A

1. Qualifications	20
2. Experience	20
3. Quality of Submittal	5
4. Socioeconomic Business Enterprise	<u>5</u>
Subtotal	50

Part B - Facility Location 1

5. Proposed Team (including any and all subs & external resources)	10
6. Project Approach	20
7. Schedule	15
8. Proposed Budget	5
9. Vision	<u>10</u>
Subtotal	60

Part C - Facility Location 2

10. Proposed Team (including any and all subs & external resources)	10
11. Project Approach	20
12. Schedule	15
13. Proposed Budget	5
14. Vision	<u>10</u>
Subtotal	60

Total Maximum Points (A+B) OR (A+C): 110

C. INTENT TO AWARD

It is the intent of the County for recommendation to be made to the Board of County Commissioners by County Staff to enter into negotiations with the highest ranked Respondent for Facility Location 1 and the highest ranked Respondent for Facility Location 2 who have meet the minimum qualifications hereunder during evaluation as determined by the evaluation committee; with the intention of coming to agreement over terms, conditions, and pricing in order to award Contract(s) for the services described herein.

D. 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.

PART IV: CONTRACT REQUIREMENTS

A. CONTRACT AGREEMENT

The agreement shall be on a form provided by the County, as negotiated with selected firms. It is expressly understood that the Board of County Commissioner’s (Board’s) preference/selection of any Proposals does not constitute an award of a Contract Agreement with the County. It is anticipated that subsequent to the Board’s preference/selection of any Proposals, contract negotiations will follow between the County and the selected respondent(s). It is further expressly understood that no contractual relationship exists with the County until a contract has been executed by both the County and the selected respondent(s). The County reserves the right to delete, add to, or modify one or more components of this RFP and the selected respondent’s Proposals in order to accommodate changed or evolving circumstances that the County may have encountered since the issuance of the RFP.

B. CONTRACT TERMS

The County shall include a claw back provision in the grant/loan agreement which may be triggered if the Developer Partner: (a) fails to maintain the property at a reasonable standard for a period of more than one (1) year without curing such default; or (b) fails to rent the affordable units only to persons of low to moderate income at rents acceptable to

HUD within a reasonable period of time without curing such default. If the Developer Partner defaults in a manner that triggers such claw back provision, then any grant provided to the Developer Partner by the County shall convert into a repayable loan at an interest rate equal to or greater than LIBOR plus 2 percentage points.

C. COMPLETION TIME THROUGH CONSTRUCTION

It is anticipated the County will issue contract(s) with a term of two (2) calendar years from Notice of Proceed for development and construction.

D. AFFORDABILITY PERIOD

The Developer Partner shall enter into a land use restriction agreement to be recorded in the deed records to ensure that for a term of no less than forty (40) years, all of the required affordable units are rented only to persons of low and moderate income as defined by HUD and as required based on the applicable CDBG-DR funding requirements.

E. CONTRACT PERFORMANCE

At any point in time during the term of the Contract with the awarded Respondent(s), County Staff may review records of performance to ensure that the Respondent is continuing to provide sufficient financial support, equipment, quality of workmanship, and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that a Respondent no longer possesses the financial support, equipment, quality of workmanship, and organization which would have been necessary during the RFP evaluation period in order to comply with this demonstration of competency section.

Construction Guaranty and Cost Overruns: Developers will personally guaranty or provide a guaranty from a viable entity that is satisfactory to St. Johns County the loan/grant until construction is complete and all buildings receive certificates of occupancy (Completion Guaranty). Upon completion, if the development complies with applicable HUD requirements, personal liability of the guarantors will be released except for losses due to fraud, theft, failure to pay taxes, failure to maintain insurance and similar acts or omissions (“bad acts exceptions”).

F. PUBLIC CONSTRUCTION BOND

To the extent legally required and practicable the Respondent shall be required to obtain and submit a recorded Public Construction Bond covering faithful performance of and the payment of all obligations arising thereunder in the equivalent amount for bids in excess of one hundred thousand dollars (\$100,000.00), with such acceptable sureties, secured through the Respondent’s usual sources as may be agreeable to the parties. The awarded Respondent(s) shall furnish the required bond, after full execution of any awarded Contract. The Bond shall be released upon satisfactory completion of the project.

a. Surety Bond

Acceptable Surety Companies: To be responsible to the County as Surety on Bonds, Surety shall comply with the following provisions:

1. Surety must be licensed to do business in the State of Florida;
2. Surety must have been in business and have a record of successful continuous operations for at least three (3) years;
3. Surety shall not have exposed itself to any loss on any one risk in an amount exceeding twenty percent (20%) of its surplus to policyholders;
4. Surety must have fulfilled all of its obligations on all other bonds given to the County;
5. Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, and net resources for unusual stock and sound investment.

b. Time of Delivery and Form of Bonds

The Public Construction Bond form will be forwarded to the successful Respondent(s) with their copy of each fully executed contract. **The Public Construction Bond must be recorded after the contract is signed by all parties.** The respondent(s) will have three (3) days from receipt of fully executed contract to have the Bond recorded. The respondent(s) shall have the Bond recorded at the St. Johns County Clerk of Courts office, in St. Augustine, Florida. After the book and page number have been assigned to the bond by the recording person, the respondent is to obtain from the recording person a certified copy of the recorded bond, and deliver the certified copy to the County’s Contract Administrator. No work can commence until the required bond and Insurance Certificates have been delivered to the County. Upon receipt of the certified copy of the recorded bond, the County may issue a Notice to Proceed.

Unless otherwise specified in the Bid Documents, the bonds shall be written on the form provided. The respondent shall require the Attorney-in-Fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney authorizing his firm to act as agent for the Surety in issuing the bonds.

G. LIQUIDATED DAMAGES

The Respondent shall have ten (10) days to return Contract originals from the time the Respondent receives a “Notice of Award”. St. Johns County will return a “fully executed” Contract to the Respondent no later than seven (7) days after the return of the executed Contract originals (but no later than seventeen (17) days from the Notice of Award).

The Respondent will furnish a recorded original of the Public Construction Bond three (3) business days after receipt of the fully executed Contract. Upon receipt of the recorded Public Construction Bond, the County will issue a Notice to

Proceed. If the Respondent fails to meet any of the dates and timeframes set forth in this section, or fails to execute the Contract, or to provide a Public Construction Bond, the County may elect at its option to consider the Respondent non-responsive and Contract with the next best Bidder.

The work to be performed under this Agreement shall be commenced within **ten (10)** days of the date of the Notice to Proceed, in writing. Construction of the project shall be substantially complete **within seven hundred thirty (730) consecutive calendar days** as stipulated on the Notice to Proceed. Final completion shall be attained **within sixty (60) consecutive calendar days** of substantial completion.

Conditions under which Liquidated Damages are Imposed:

Should the Developer Partner or, in case of his default, the Surety fail to complete the work within the time stipulated in the contract, or within such extra time as may have been granted by the Owner, the Developer Partner or, in case of his default, the Surety shall pay to the Owner, not as a penalty but as liquidated damages, the sum of five thousand eight hundred eighteen dollars (\$5,818.00) for each and every calendar day of unexcused delay in achieving Substantial Completion of the Work beyond the date specified by the Contract for Substantial Completion of the Work.

“Unexcused Delay” shall mean those delays for which the respondent, his subcontractor or supplier, has responsibility, and which entitle the respondent to neither a time extension nor any added compensation.

"Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete as provided by the Contract when the Work can provide beneficial use, or occupancy of the Work, and/or Work can be utilized for its intended purpose.

H. TERMINATION

Failure on the part of the Respondent to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Respondent fails to perform any aspect of the responsibilities described herein St. Johns County shall provide written notification of any and all items of non-compliance. The Respondent shall then have five (5) consecutive calendar days to correct any and all items of non-compliance, or take acceptable corrective action, as determined by the County. If the items of non-compliance are not corrected, or acceptable corrective action has not been taken, as determined by the County, within the five (5) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving fourteen (14) consecutive calendar days written notice to the Contractor. In the event, the County issues more than one (1) Notice of Non-Compliance or Default during the term of the Contract Agreement, the County may terminate the Contract Agreement, for Cause.

The County may terminate the Contract Agreement at any time, without cause, upon thirty (30) days written notice to the Respondent of intention to do so.

If, at any time, the Contract Agreement with the awarded vendor is terminated by the County, whether for cause or for convenience, the County may, at its sole discretion, negotiate with the second lowest, responsible, responsive bidder, in order to enter into a contract with that vendor to complete the remaining, specified services to prevent a gap in performance of services for the County, if it serves the best interest of the County to do so.

I. GOVERNING LAWS & REGULATIONS

It shall be the responsibility of the R to perform all work in accordance with 2 CFR 200 requirements (Exhibit C), any additional grant requirements, and comply with any and all federal, state, and local laws, ordinances, rules and regulations as provided herein and any others that are relevant and applicable to the services to be performed, under the awarded Contract. The Contract Agreement shall be governed by the laws of the State of Florida and the County both as to interpretation and to performance.

J. DAVIS-BACON ACT

The Davis-Bacon and related Acts (DBRA) generally apply to developer partner and subcontractors performing on federal and federally assisted contracts in excess of \$2,000 for construction, alteration, or repair (including painting and decorating). Laborers and mechanics performing on the site of the work of DBRA-covered contracts are entitled to receive prevailing wage rates for such work.

The Davis-Bacon and related Acts (DBRA) require that developer partners and subcontractors performing on covered contracts pay any and all laborers and mechanics employed under the Contract, no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area, as provided by the Department of Labor, and as shown on (Exhibit A) Davis-Bacon Act, General Decision Number FL 20160086 “Residential”, attached hereto.

Recordkeeping

Under the Davis-Bacon and related Acts, covered developer partners must maintain payroll and basic records for all covered laborers and mechanics during the course of the work and for a period of three years thereafter. Records to be maintained include:

- Name, address, and social security number of each worker
- Each worker's work classifications
- Hourly rates of pay, including rates of contributions or costs anticipated for fringe benefits or their cash equivalents
- Daily and weekly numbers of hours worked
- Deductions made
- Actual wages paid
- Detailed information regarding bona fide fringe benefit plans and programs, including records that show that the plan or program has been communicated in writing to the laborers and mechanics affected
- If applicable, detailed information regarding approved apprenticeship or trainee programs

Reporting

Each covered developer partner and subcontractor must, on a weekly basis, provide the contracting agency a copy of all payrolls providing the information listed above under "Recordkeeping" for the preceding weekly payroll period, except that that full social security numbers and home addresses shall not be included on weekly transmittals, and instead the payrolls only need to include an individually identifying number for each worker (e.g., the last four digits of the worker's social security number). Each payroll submitted must be accompanied by a "Statement of Compliance" using page 2 of Form WH-347 Payroll (For Contractors Optional Use), or any form with identical wording, certifying compliance with applicable requirements. The statement is to be signed by the developer partner or subcontractor, or by an authorized officer or employee of the developer partner or subcontractor who supervises the payment of wages, and delivered to a representative of the federal or state agency in charge. This must be submitted within seven days after the regular pay date for the pay period. Form WH-347 and instructions are available at the following links: <https://www.dol.gov/whd/forms/wh347.pdf> and <https://www.dol.gov/whd/forms/wh347instr.htm>

K. LICENSES, PERMITS & FEES

The Respondent shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the work described herein throughout the duration of the Contract. Payment of any fees or fines resulting in the lack of permits, licenses or certifications shall be the sole responsibility of the Respondent.

L. INSURANCE REQUIREMENTS

The Respondent shall not commence work under this Contract 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 Respondent shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Respondent 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. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Respondent of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

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

The Respondent shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Respondent shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the

Respondent 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 Respondent or by anyone directly or indirectly employed by a Respondent.

The Respondent shall maintain 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 Respondent shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its per Florida Statute 440.02.

The Respondent shall maintain, throughout the duration of the awarded Contract, 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 modification 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 should include Owner, General Contractor and Subcontractors. The policy should 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 Respondent shall be responsible for the deductible for the required insurance coverage. Such property insurance shall be maintained until final payment has been made. If the policy is terminated for any reason, notice should be provided to the owner within a minimum of thirty (30) consecutive calendar days by the carrier. The Owner, contractors and subcontractors waive their rights of subrogation against one another.

The County reserves the right to purchase a Builder's Risk policy and remove the cost from the awarded contract, if it serves the best interest of the County to do so. In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

M. INDEMNIFICATION

To the fullest extent permitted by law, the Respondent shall indemnify and hold harmless St. Johns County, Florida, and employees from and against liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Developer Partner, a Sub-contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this Paragraph by an employee of the Developer Partner, a Sub-contractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Developer Partner or a Sub-Contractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

N. FLORIDA TRENCH SAFETY ACT

Bidders shall complete Certificate of Compliance with Florida Trench Safety Act, in accordance with the requirements of Chapter 553, Florida Statutes. If trenching is not required for this project, state so thereon. Developer Partner shall be responsible for compliance with all trenching shoring safety requirements.

O. SUB-CONTRACTORS/ SUB-CONSULTANTS

If an awarded Developer Partner elects to sub-contract, any portion of the work, the Developer Partner shall be responsible for all work performed by any sub-contractor and shall not be relieved of any obligations under this Contract.

At any time, the County may, at its discretion, require any Developer Partner to submit all relevant data required to establish to the satisfaction of the County, the reliability and responsibility of proposed sub-contractors to furnish and perform the work proposed.

Prior to the award of a Contract, the County will notify any awarded Developer Partner(s) in writing if the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contractor. The Developer Partner then may, at his option, withdraw his RFP Package, or submit an acceptable substitute at no

increase in price. If the Developer Partner fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may disqualify the Developer Partner, at no cost to the County.

The County reserves the right to disqualify any Developer Partner, Sub-Contractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Sub-Contractors and other persons and organizations proposed by the Developer Partner and accepted by the County, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the County. In addition, the Developer Partner is required to disclose in writing the addition of any subcontracts added after execution of the Contract.

P. SOCIOECONOMIC BUSINESS ENTERPRISE

It is the intent of the County to ensure that Disadvantaged Business or Small Business Enterprise (DBE/SBE), Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) have equal opportunity to receive and participate in federally assisted contracts and also uphold the following standards:

- To ensure nondiscrimination in the award and administration of Federally assisted contracts;
- To create a level playing field on which DBEs can compete fairly for Federally assisted contracts;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- To help remove barriers to the participation of DBEs in Federally assisted contract; and
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

If the Developer Partner is not a DBE/MBE/WBE firm the Developer Partner entering into an agreement for this project must meet the following criteria:

1. Achieve DBE/MBE/WBE participation by using DBE/MBE/WBE Sub-contractors **OR**
2. If unable to utilize DBE/MBE/WBE certified sub-contractors, must be able to submit documentation detailing the Good Faith Efforts made in utilization of potential DBE/MBE/WBE sub-contractors.

State of Florida resources:

Career Source - <http://www.careersourcenortheastflorida.com/>

DEO Disaster Recovery - <https://disasterrecovery.employflorida.com/vosnet/Default.aspx>

The Section 3 program of the Housing and Urban Development (HUD) Act of 1968 requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. Section 3 is a provision of the HUD Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency.

If the Developer Partner is not a Section 3 firm the Developer Partner entering into an agreement for this project must make Good Faith Efforts to utilize Section 3 sub-contractors; by visiting the following website and obtaining a current list of Section 3 business enterprises in the closest metropolitan area available:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchBusiness>

RFP NO: 20-17 DEVELOPMENT PARTNER(S) FOR CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITIES

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

DATE: _____

CRITERIA RANKING PARTS A & B:

	A. Qualifications	B. Experience	C. Quality of Submittal	D. Socioeconomic Business Enterprise	E. Proposed Team	F. Project Approach	G. Schedule	H. Proposed Budget	I. Vision	
RESPONDENTS	0-20	0-20	0-5	0-5	0-10	0-20	0-15	0-5	0-10	TOTAL 0-110

SIGNATURE OF RATER: _____ PRINT NAME: _____ DATE: _____

RFP NO: 20-17 DEVELOPMENT PARTNER(S) FOR CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITIES

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

DATE: _____

CRITERIA RANKING PARTS A & C:

	A. Qualifications	B. Experience	C. Quality of Submittal	D. Socioeconomic Business Enterprise	E. Proposed Team	F. Project Approach	G. Schedule	H. Proposed Budget	I. Vision	
RESPONDENTS	0-20	0-20	0-5	0-5	0-10	0-20	0-15	0-5	0-10	TOTAL 0-110

SIGNATURE OF RATER: _____ PRINT NAME: _____ DATE: _____

PART VII: FORMS & ATTACHMENTS

**RFP NO: 20-17 DEVELOPMENT PARTNER(S) FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITIES**

ATTACHMENT A

COVER PAGE

**SUBMIT ONE (1) ORIGINAL HARD-COPY AND ONE (1) EXACT
ELECTRONIC PDF COPY ON A USB DRIVE IN A SEALED
ENVELOPE OR CONTAINER TO:**

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

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY PHONE NUMBER: _____

CONTACT NAME & TITLE: _____

CONTACT PHONE NUMBER: _____

CONTACT EMAIL ADDRESS: _____

DATE: _____

**RFP NO: 20-17 DEVELOPMENT PARTNER(S) FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITIES**

ATTACHMENT B

Respondents shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the requirements as described in Part IV: Contract Requirements; I. Insurance Requirements (Page 14). Failure to provide proof of insurance or proof of the ability to obtain required coverage may result in Respondent being deemed non-responsive and therefore removed from consideration.

**CERTIFICATE(S) OF INSURANCE
(Attach or insert copy here)**

**RFP NO: 20-17 DEVELOPMENT PARTNER(S) FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITIES**

ATTACHMENT C

**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

Date

**RFP NO: 20-17 DEVELOPMENT PARTNER(S) FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITIES**

ATTACHMENT D

AFFIDAVIT

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

At the time the Proposals are submitted, the Respondent shall attach to his RFP 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 Request for Proposals 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 Request for Proposals for the services covered by the RFP documents for **RFP No: 20-17; Development Partner(s) for CDBG-DR Multi-family Affordable Housing Facilities.**

The affiant further states that no more than one Request for Proposals 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 RFP 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:

**VENDORS ON ALL COUNTY PROJECTS MUST EXECUTE
AND ATTACH THIS AFFIDAVIT TO EACH REQUEST FOR PROPOSALS.**

**RFP NO: 20-17 DEVELOPMENT PARTNER(S) FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITIES**

ATTACHMENT E

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, un-matured 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:

**RFP NO: 20-17 DEVELOPMENT PARTNER(S) FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITIES**

ATTACHMENT F

**ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
CONFLICT OF INTEREST DISCLOSURE FORM**

Project (RFP) Number/Description: **RFP No: 20-17; Development Partner(s) for CDBG-DR Multi-family Affordable Housing Facilities.** 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 consultants/contractors 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, and 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
_____	_____

**RFP NO: 20-17 DEVELOPMENT PARTNER(S) FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITIES**

ATTACHMENT G

CLAIMS/LIENS/LITIGATION HISTORY

1. Within the past 7 years, has your organization filed suit or a formal claim against an owner or entity, or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a contract 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 contract, been terminated for cause?
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:

Financial Consequences

1. Has an owner or entity ever withheld payment, assessed fees or penalties, or made a claim against any Performance and Payment Bonds? Yes _____ No _____ If yes, please explain in detail: _____

(Use additional or supplemental pages as needed)

**RFP NO: 20-17 DEVELOPMENT PARTNER(S) FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITIES**

ATTACHMENT H

EQUAL OPPORTUNITY REPORT STATEMENT

The Respondent (Proposer) shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The awarded Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor or vendor as a result of such direction by the

administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

**RFP NO: 20-17 DEVELOPMENT PARTNER(S) FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITIES**

ATTACHMENT I

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-PRIMARY COVERED TRANSACTIONS**

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
2. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
3. are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
4. have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Respondent certifies that it shall perform a debarment verification on any subcontractor, sub-consultant, material supplier or vendor, that it proposes to contract with to perform any work under this RFP, and shall not enter into any transaction with any sub-Contractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by St. Johns County.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

**RFP NO: 20-17 DEVELOPMENT PARTNER(S) FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITIES**

ATTACHMENT J

**BYRD ANTI-LOBBYING COMPLIANCE AND
CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000). The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 9-26-16 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

**RFP NO: 20-17 DEVELOPMENT PARTNER(S) FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITIES**

ATTACHMENT K

**ST. JOHNS COUNTY
CERTIFICATION OF NON-SEGREGATED FACILITIES**

The federally assisted construction Contractor certifies that he does not maintain or provide for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Contractor certifies that he will not maintain or provide for his employees segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction Contractor agrees that (except where he has obtained identical certifications from proposed sub-Contractors for specific time periods) he will obtain identical certifications from proposed sub-Contractors prior to the award of subcontracts exceeding ten thousand (\$10,000.00) dollars US which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.

Signature of Contractor

Title

Date

**RFP NO: 20-17 DEVELOPMENT PARTNER(S) FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITIES**

ATTACHMENT L

NON-COLLUSION CERTIFICATION

St. Johns County requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Request for Proposals issued by St. Johns County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Proposal submitted in response to the Request for Proposals or in return for execution of a contract for performance or provision of services for which Proposals are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NAME OF FIRM/PARTNERSHIP/CORPORATION:

**RFP NO: 20-17 DEVELOPMENT PARTNER(S) FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITIES**

ATTACHMENT M
CERTIFICATE OF COMPLIANCE
WITH FLORIDA TRENCH SAFETY ACT

Respondent acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (ACT) and Occupational Safety and Health Administrations excavation safety standard 29 CFR 1926.650 (Subpart P as amended) and the St. Johns County Trenching and Excavation Safety Program. If there is a conflict between the ACT and the St. Johns County Trenching and Excavation Safety Program, the more stringent requirement would apply. Respondent further acknowledges that included in the various items of the Proposal are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990 and the Occupational Safety and Health Administrations excavation safety standard.

Respondent Name

Authorized Signature

Date

Printed Name & Title

**RFP NO: 20-17 DEVELOPMENT PARTNER(S) FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITIES**

REQUEST FOR PROPOSALS PACKAGE CHECKLIST


SECTION	ATTACHMENT NAME	CHECK BOX	ST. JOHNS COUNTY USE
Section 1	RFP Cover Page (Attachment B)		
Section 2	Cover Letter		
Section 3	Company and Staff Qualifications		
	List of Proposed Sub-Contractors (if applicable)(Attachment J)		
	Proper and Valid Licensing for conducting business in State of FL		
	Current Applicable Department of Regulation License(s)		
	Current Applicable Certification(s)		
Section 4	Pricing		
Section 5	Related Experience		
Section 6	Project Approach, Quality & Schedule Control		
Section 7	Socioeconomic Business Enterprise		
Section 8	Capacity		
Section 9	Administrative Information (include the following):		
	Proof of Insurance with Limits		
	Drug Free Work Place Form		
	RFP Affidavit		
	RFP Affidavit of Solvency		
	Conflict of Interest Disclosure Form		
	Claims/Liens/Litigation History		
	Equal Opportunity Report Statement		
	Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Primary Covered Transactions		
	Certification Regarding Lobbying		
	Certification of Non-segregated Facilities		
	Non-Collusion Certification		
	Certificate of Compliance with Florida Trench Safety Act		
	Acknowledged Addenda		

PART IX: SEALED RFP MAILING LABEL

**RFP NO: 20-17 DEVELOPMENT PARTNER(S) FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITIES**

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

SEALED RFP • DO NOT OPEN	
SEALED RFP NO.:	RFP 20-17;
RFP TITLE:	DEVELOPMENT PARTNER(S) FOR CDBG-DR MULTI- FAMILY AFFORDABLE HOUSING FACILITIES
DUE DATE/TIME:	By 4:00 P.M. – January 23, 2020
SUBMITTE D BY:	_____ Company Name
	_____ Company Address
	_____ Company Address
DELIVER TO:	St. Johns County Purchasing Dept. 500 San Sebastian View St St. Augustine FL 32084



END OF DOCUMENT

"General Decision Number: FL20190086 01/04/2019

Superseded General Decision Number: FL20180129

State: Florida

Construction Type: Residential

County: St Johns County in Florida.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that

this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
 0 01/04/2019

ENGI0673-009 05/01/2013

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Crawler Crane, Hydro		
Crane, Locomotive Crane,		
Tower Crane, Truck Crane....	\$ 23.50	9.05
Gantry Crane, Bridge Crane..	\$ 22.70	9.05
Oiler.....	\$ 19.52	9.05

* SHEE0435-006 07/01/2018

	Rates	Fringes
SHEET METAL WORKER (Excluding		
HVAC Duct Installation).....		
	\$ 23.68	14.96

SUFL2009-125 06/08/2009

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00

LATHER.....	\$ 14.20	0.00
OPERATOR: Asphalt Paver.....	\$ 11.63	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 17.04	0.00
OPERATOR: Backhoe/Excavator.....	\$ 12.72	0.00
OPERATOR: Bulldozer.....	\$ 12.40	0.00
OPERATOR: Distributor.....	\$ 11.41	0.00
OPERATOR: Forklift.....	\$ 17.50	0.00
OPERATOR: Grader/Blade.....	\$ 15.50	0.00
OPERATOR: Loader.....	\$ 12.75	0.00
OPERATOR: Roller.....	\$ 10.59	0.00
OPERATOR: Screed.....	\$ 10.93	0.00
OPERATOR: Trackhoe.....	\$ 15.68	0.00
OPERATOR: Tractor.....	\$ 10.20	0.00
PAINTER, Includes Brush, Roller and Spray.....	\$ 10.68	0.00
PLASTERER.....	\$ 15.10	0.00
PLUMBER.....	\$ 14.80	0.00
ROOFER, Includes Built Up, Modified Bitumen, and Shake & Shingle Roofs (Excludes Metal		

Roofs)	\$ 9.68	0.00
ROOFER: Metal Roof.....	\$ 16.99	0.00
TILE SETTER.....	\$ 12.46	0.00
TRUCK DRIVER: Dump Truck.....	\$ 10.62	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.14	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

"

EXHIBIT A

HUD CPD Green Building Retrofit Checklist

The CPD Green Retrofit Checklist promotes energy efficiency and green building practices for residential retrofit projects. Grantees must follow the checklist in its entirety and apply all measures within the Checklist to the extent applicable to the particular building type being retrofitted. The phrase “when replacing” in the Checklist refers to the mandatory replacement with specified green improvements, products, and fixtures only when replacing those systems during the normal course of the retrofit.

WATER AND ENERGY CONSERVATION MEASURES

Water-Conserving Fixtures

Install or retrofit water conserving fixtures in any unit and common facility, use the following specifications:

Toilets-- 1.28 gpf; Urinals-- 0.5 gpf; Showerheads-- 2.0 gpm; Kitchen faucets-- 2.0 gpm; and Bathroom faucets-- 1.5gpm. [gpf = gallons per flush; gpm = gallons per minute]

ENERGY STAR Appliances

Install ENERGY STAR-labeled clothes washers, dishwashers, and refrigerators, if these appliance categories are provided in units or common areas.

Air Sealing: Building Envelope

Seal all accessible gaps and penetrations in the building envelope. If applicable, use low VOC caulk or foam.

Insulation: Attic (if applicable to building type)

For attics with closed floor cavities directly above the conditioned space, blow in insulation per manufacturer's specifications to a minimum density of 3.5 Lbs. per cubic foot (CF). For attics with open floor cavities directly above the conditioned space, install insulation to meet or exceed IECC levels.

Insulation: Flooring (if applicable to building type)

Install \geq R-19 insulation in contact with the subfloor in buildings with floor systems over vented crawl spaces. Install a 6-mil vapor barrier in contact with 100% of the floor of the crawl space (the ground), overlapping seams and piers at least 6 inches.

Duct Sealing (if applicable to building type)

In buildings with ducted forced-air heating and cooling systems, seal all penetrations of the air distribution system to reduce leakage in order to meet or exceed ENERGY STAR for Homes' duct leakage standard.

Air Barrier System

Ensure continuous unbroken air barrier surrounding all conditioned space and dwelling units. Align insulation completely and continuously with the air barrier.

Radiant Barriers: Roofing

When replacing or making a substantial repair to the roof, use radiant barrier sheathing or other radiant barrier material; if economically feasible, also use cool roofing materials.

Windows

When replacing windows, install geographically appropriate ENERGY STAR rated windows.

Sizing of Heating and Cooling Equipment

When replacing, size heating and cooling equipment in accordance with the Air Conditioning Contractors of America (ACCA) Manuals, Parts J and S, or 2012 ASHRAE Handbook--HVAC Systems and Equipment or most recent edition.

Domestic Hot Water Systems

When replacing domestic water heating system(s), ensure the system(s) meet or exceed the efficiency requirements of ENERGY STAR for Homes' Reference Design. Insulate pipes by at least R-4.

Efficient Lighting: Interior Units

Follow the guidance appropriate for the project type: install the ENERGY STAR Advanced Lighting Package (ALP); *OR* follow the ENERGY STAR MFHR program guidelines, which require that 80% of installed lighting fixtures within units must be ENERGY STAR-qualified or have ENERGY STAR-qualified lamps installed; *OR* when replacing, new fixtures and ceiling fans must meet or exceed ENERGY STAR efficiency levels.

Efficient Lighting: Common Areas and Emergency Lighting (if applicable to building type)

Follow the guidance appropriate for the project type: use ENERGY STAR-labeled fixtures or any equivalent high-performance lighting fixtures and bulbs in all common areas; *OR* when replacing, new common space and emergency lighting fixtures must meet or exceed ENERGY STAR efficiency levels. For emergency lighting, if installing new or replacing, all exist signs shall meet or exceed LED efficiency levels and conform to local building codes.

Efficient Lighting: Exterior

Follow the guidance appropriate for the project type: install ENERGY STAR-qualified fixtures or LEDs with a minimum efficacy of 45 lumens/watt; *OR* follow the ENERGY STAR MFHR program guidelines, which require that 80% of outdoor lighting fixtures must be ENERGY STAR-qualified or have ENERGY STAR-qualified lamps installed; *OR* when replacing, install ENERGY STAR compact fluorescents or LEDs with a minimum efficacy of 45 lumens/watt.

INDOOR AIR QUALITY**Air Ventilation: Single Family and Multifamily** (three stories or fewer)

Install an in-unit ventilation system capable of providing adequate fresh air per ASHRAE 62.2 requirements.

Air Ventilation: Multifamily (four stories or more)

Install apartment ventilation systems that satisfy ASHRAE 62.2 for all dwelling units and common area ventilation systems that satisfy ASHRAE 62.1 requirements. If economically feasible, consider heat/energy recovery for 100% of corridor air supply.

Composite Wood Products that Emit Low/No Formaldehyde

Composite wood products must be certified compliant with California 93120. If using a composite wood product that does not comply with California 93120, all exposed edges and sides must be sealed with low-VOC sealants.

Environmentally Preferable Flooring

When replacing flooring, use environmentally preferable flooring, including the FloorScore certification. Any carpet products used must meet the Carpet and Rug Institute's Green Label or Green Label Plus certification for carpet, pad, and carpet adhesives.

Low/No VOC Paints and Primers

All interior paints and primers must be less than or equal to the following VOC levels: Flats--50 g/L; Non-flats--50 g/L; Floor--100 g/L. [g/L = grams per liter; levels are based on a combination of the Master Painters Institute (MPI) and GreenSeal standards.]

Low/No VOC Adhesives and Sealants

All adhesives must comply with Rule 1168 of the South Coast Air Quality Management District. All caulks and sealants must comply with regulation 8, rule 51, of the Bay Area Air Quality Management District.

Clothes Dryer Exhaust

Vent clothes dryers directly to the outdoors using rigid-type duct work.

Mold Inspection and Remediation

Inspect the interior and exterior of the building for evidence of moisture problems. Document the extent and location of the problems, and implement the proposed repairs according to the Moisture section of the EPA Healthy Indoor Environment Protocols for Home Energy Upgrades.

Combustion Equipment

When installing new space and water-heating equipment, specify power-vented or direct vent combustion equipment.

Mold Prevention: Water Heaters

Provide adequate drainage for water heaters that includes drains or catch pans with drains piped to the exterior of the dwelling.

Mold Prevention: Surfaces

When replacing or repairing bathrooms, kitchens, and laundry rooms, use materials that have durable, cleanable surfaces.

Mold Prevention: Tub and Shower Enclosures

When replacing or repairing tub and/or shower enclosures, use non-paper-faced backing materials such as cement board, fiber cement board, or equivalent in bathrooms.

Integrated Pest Management

Seal all wall, floor, and joint penetrations with low-VOC caulking or other appropriate sealing methods to prevent pest entry. [If applicable, provide training to multifamily buildings staff.]

Lead-Safe Work Practices

For properties built before 1978, if the project will involve disturbing painted surfaces or cleaning up lead contaminated dust or soil, use certified renovation or lead abatement contractors and workers using lead-safe work practices and clearance examinations consistent with the more stringent of EPA's Renovation, Repair, and Painting Rule and HUD's Lead Safe Housing Rule.

Radon Testing and Mitigation (if applicable based on building location)

For buildings in EPA Radon Zone 1 or 2, test for radon using the current edition of American Association of Radon Scientists and Technologists (AARST)'s Protocols for Radon Measurement in Homes Standard for Single-Family Housing or Duplexes, or AARST's Protocol for Conducting Radon and Radon Decay Product Measurements in Multifamily Buildings. To install radon mitigation systems in buildings with radon level of 4 pCi/L or more, use ASTM E 2121 for single-family housing or duplexes, or AARST's Radon Mitigation Standards for Multifamily Buildings. For new construction, use AARST's Reducing Radon in New Construction of 1 & 2 Family Dwellings and Townhouses, or ASTM E 1465

CDBG-DR REQUIRED CONTRACT CLAUSES

1. Equal Employment Opportunity

- a. The contractor agrees to comply with the requirements of Chapter 760, Florida Statutes, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended.
- b. If this contract is in excess of \$10,000 and meets the definition of a “federally assisted construction contract” as provided in 41 C.F.R. § 60-1.3, the following shall apply to the contractor’s performance under this contract:
 - i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
 - ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor’s legal duty to furnish information.
 - iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the contractor’s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

For the purposes of this section, "federally assisted construction contract" means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, "construction work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

2. Davis Bacon Act.

- a. This section applies to all construction contracts in excess of \$2,000.
- b. In accordance with the requirements of the Davis Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction), the contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the contractor shall pay wages not less than once a week.
- c. Award of this contract to the contractor is conditioned upon the contractor's acceptance of the current prevailing wage determination issued by the Department of Labor as provided in the solicitation for this contract.

3. Copeland Anti-Kickback Act.

- a. This section applies to all contracts and subcontracts in excess of \$2,000 for construction or repair.
- b. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Specifically, the contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- c. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- d. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act.

- a. This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.
- b. As provided in 40 U.S.C. § 3702, and as supplemented by Department of Labor regulations (29 C.F.R. Part 5), the contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- c. The requirements of 40 U.S.C. § 3704, as supplemented by 29 C.F.R. Part 5, shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- d. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- e. In the event of any violation of the clause set forth in paragraph (d) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.
- f. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.
- g. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (c) through (f) of this section.

5. Compliance With Clean Air Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided through Community Development Block Grant Disaster Recovery funds.

6. Compliance with Federal Water Pollution Control Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided through Community Development Block Grant Disaster Recovery funds.

7. Debarment and Suspension.

- a. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to the state of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment

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

APPENDIX A, 44 C.F.R. PART 18: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

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

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal

contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

9. Procurement of Recovered Materials.

- a. In the performance of this contract, the contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery Act. The contractor shall make maximum use of products containing recovered materials that are EPA- designated items, as set forth in 40 C.F.R. Part 247, Subpart B, unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. The requirements of this section apply to the purchase or acquisition of any procurement item where the purchase price of the item exceeds \$10,000 or where the quantity of such item or of any functionally equivalent item purchased or acquired in the course of the previous fiscal year is \$10,000 or more.

10. Section 3 Clause.

- a.** The work to be performed under this agreement is a project assisted under a program providing direct federal financial assistance from the U.S. Department of Housing and Urban Development (HUD) and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities to low- and very low-income persons residing in the metropolitan area in which the project is located.
- b.** The parties to this agreement agree to comply with the requirements of 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this agreement, the parties certify that they are under no impediment what would prevent them from complying with these requirements.
- c.** The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advertising the contractor's commitments under this Section 3 clause. The contractor shall post copies of this notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth the minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each position, and the anticipated date the work shall begin.
- d.** The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with the regulations set forth in 24 C.F.R. Part 135 and agrees to take appropriate action, as provided in the applicable provision of the subcontract, or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations set forth in 24 C.F.R. Part 135. The contractor shall not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- e.** The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 135.
- f.** Noncompliance with the regulations set forth in 24 C.F.R. part 135 may result in sanctions, termination of this agreement for default, and debarment or suspension from future HUD-assisted contracts.
- g.** With respect to work performed in connection with Section 3-covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this agreement. Section 7(6) requires that to the greatest extent feasible, (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and

subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

11. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that this contract is funded entirely or in part by Community Development Block Grant Disaster Recovery funds. The contractor will comply with all applicable federal law, regulations, executive orders, and Department of Housing and Urban Development policies, procedures, and directives, including, but not limited to:

- a. The Housing and Community Development Act of 1974, as amended;
- b. Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155), as amended;
- c. Section 18 of the Small Business Act (14A U.S.C. § 647), as amended;
- d. 44 C.F.R. § 206.191 (Duplication of Benefit), as amended;
- e. Federal Register, Vol. 76, No. 221, November 16, 2011 (76 FR 71060): Clarification of Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees;
- f. Public Law 114-223: Continuing Appropriations Act, 2017;
- g. Public Law 114-254: Further Continuing and Security Assistance Appropriations Act, 2017;
- h. HUD Federal Register Notice published at 81 FR 83254 dated November 21, 2016;
- i. HUD Federal Register Notice published at 82 FR 5591 dated January 18, 2017; and
- j. HUD Federal Register Notice published at 82 FR 36812 dated August 7, 2017.

12. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

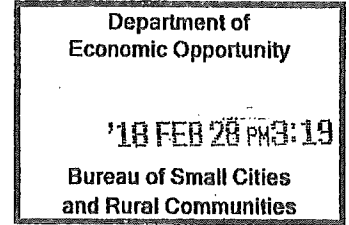
13. Fraud and False or Fraudulent or Related Acts.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Exhibit C

DEO Agreement No.: H2338

State of Florida Department of Economic Opportunity



Res 2018-58

Federally-Funded Community Development Block Grant Disaster Recovery (CDBG-DR) Program Subgrant Agreement

THIS AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, (hereinafter referred to as "DEO"), and St. Johns County, Florida, hereinafter referred to as the "Subrecipient" (each individually a "Party" and collectively "the Parties").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to Public Law (P.L.) 114-254, the "Further Continuing and Security Assistance Appropriations Act, 2017" and P.L. 115-31, the "Consolidated Appropriations Act, 2017, (hereinafter jointly referred to as the "Appropriation Acts"), and the "Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Disaster Recovery Grantees", 81 Fed. Reg. 224 (November 21, 2016); 82 Fed. Reg. 11 (January 18, 2017); and 82 Fed. Reg. 150 (August 7, 2017) (hereinafter collectively referred to as the "Federal Register Guidance"), the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") has awarded Community Development Block Grant Disaster Recovery (CDBG-DR) funds to DEO for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 *et seq.*) and described in the State of Florida Action Plan for Disaster Recovery (hereinafter referred to as the "Action Plan"). DEO is hereinafter referred to from time to time as "Grantee".

WHEREAS, CDBG-DR funds made available for use by the Subrecipient under this Agreement constitute a subaward of the Grantee's Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations, and the terms and conditions of DEO's Federal award.

WHEREAS, the Subrecipient has legal authority to enter into this Agreement pursuant to Subrecipient's adoption by its governing body of the Resolution 2018-58 [insert resolution, motion, or similar action] dated 2/20/18 authorizing the Subrecipient to enter into this Agreement with DEO. By signing this Agreement, Subrecipient represents and warrants to DEO that it will comply with all the requirements of the subaward described herein.

WHEREAS, the aggregate use of CDBG-DR funds shall principally benefit low- and moderate-income persons in a manner that ensures at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons.

NOW THEREFORE, DEO and the Subrecipient agree to the following:

(1) **Scope of Work.** The Scope of Work for this Agreement includes Attachment A, Project Description and Deliverables. With respect to Attachment B Project Budget and Attachment C Activity Work Plan, Subrecipient shall submit to DEO such Attachments in conformity with the current examples attached hereto

as necessary and appropriate; Provided; further, that if there is a disagreement between the Parties with respect to the formatting and contents of such attachments, then DEO's decisions with respect to same shall prevail, at DEO's sole and absolute discretion.

(2) Incorporation of Laws, Rules, Regulations, and Policies. The Subrecipient agrees to abide by all applicable State and Federal laws, rules, and regulations, including but not necessarily limited to, the Federal laws and regulations set forth at 24 CFR 570.

(3) Period of Agreement. This Agreement begins upon execution by both Parties (the "Effective Date") and ends sixty (60) months after execution by DEO, unless otherwise terminated as provided in this Agreement. DEO shall not grant any extension of this Agreement unless the Subrecipient provides justification satisfactory to DEO in its sole discretion, and DEO's Director of the Division of Community Development approves such extension.

(4) Modification of Agreement. Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Subrecipient, constitutes a request to negotiate the terms of this Agreement and DEO may accept or reject any proposed modification based on DEO's determination and sole and absolute discretion, that any such acceptance or rejection is in the State's best interest.

(5) Records.

(a) The Subrecipient's performance under this Agreement shall be subject to 2 C.F.R. part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives shall have access to any of the Subrecipient's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Subrecipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Subrecipient will provide to DEO all necessary and appropriate financial and compliance audits in accordance with Paragraph (6) titled "Audit Requirements" and Attachments J and K herein, and ensure that all related party transactions are disclosed to the auditor.

(e) The Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors, and consultants paid from funds under this Agreement, for a period of six (6) years from the date DEO issues the final closeout (as defined in Rule 73C-23.0031(18), F.A.C.) for this award. The Subrecipient shall also comply with the provisions of 24 CFR 570.502(a)(7)(ii). The Subrecipient shall further ensure that audit working papers are available upon request for a period of six (6) years from the date DEO issues the final closeout of this Agreement, unless extended in writing by DEO. The six-year period may be extended for the following reasons:

1. Litigation, claim or audit initiated before the six-year period expires extends beyond the six-year period, in which case the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.

3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

(f) The Subrecipient shall maintain all records and supporting documentation for the Subrecipient and for all subrecipients, contractors, subcontractors, and consultants paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work and all other applicable laws and regulations.

(g) The Subrecipient shall either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) the Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects, or programs. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, in Subparagraph (21)(e), Repayments.

(h) The Subrecipient, including all of its employees or agents, subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(i) The Subrecipient shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

(6) Audit Requirements

(a) The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. part 200 if it expends seven hundred fifty thousand dollars (\$750,000) or more in Federal awards from all sources during its fiscal year.

(b) Within sixty (60) calendar days of the close of the fiscal year, on an annual basis, the Subrecipient shall electronically submit a completed Audit Compliance Certification, a blank version of which is attached hereto as Attachment K, to audit@deo.myflorida.com. The Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Subrecipient. This form is in addition to the Audit Certification Memo, Form SC-47, that must be sent to DEO if an audit is not required because the local government spent less than seven hundred fifty thousand dollars (\$750,000) in Federal funds during the fiscal year.

(c) In addition to the submission requirements listed in Attachment J titled "Audit Requirements", the Subrecipient shall send an electronic copy of its audit report or an Audit Certification Memo, Form SC-47, to DEO's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-DR subgrant. The forms referenced in this Agreement are available online at www.FloridaJobs.org/CDBGRecipientInfo or upon request from DEO's grant manager for this Agreement. (d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 CFR 200.512, when such provisions are applicable to this Agreement.

(7) Reports. The Subrecipient shall provide DEO with all reports and information set forth in Attachment H titled "Reports". The monthly reports and administrative closeout reports must include the current status and progress of the Subrecipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement. Upon request by DEO, the

Subrecipient shall provide additional program updates or information. If all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are properly completed, or DEO may take other action as stated in Paragraph (12) Remedies or otherwise allowable by law.

(8) Inspections and Monitoring

(a) The Subrecipient shall permit the Grantee and auditors to have access to the Subrecipient's records and financial statements as necessary for the Grantee to meet the requirements of 2 C.F.R. part 200.

(b) The Subrecipient must submit to monitoring of its activities by the Grantee as necessary to ensure that the subaward is used for authorized purposes in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

(c) This review must include: (1) reviewing financial and performance reports required by the Grantee; (2) following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the Grantee as detected through audits, on-site reviews, and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from the Grantee as required by 2 C.F.R. §200.521.

(d) Corrective Actions:

The Grantee may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The Grantee may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the pass-through entity as detected through audits, on-site reviews, and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance, or provide training and technical assistance as needed to correct noncompliance.

(9) Duplication of Benefits. The Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Acts. The Subrecipient must comply with HUD's requirements for duplication of benefits, imposed by the Federal Register Guidance. The Subrecipient shall carry out the activities under this Agreement in compliance with DEO's procedures to prevent duplication of benefits

(10) Liability.

(a) If the Subrecipient is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) The Subrecipient further agrees to assume sole responsibility, training, and oversight of the parties it deals with or employs to carry out the terms of this Agreement and, to the extent set forth in Section 768.28, Florida Statutes, shall hold DEO harmless against all claims of whatever nature by third parties arising from the work and services performed under this Agreement. Nothing herein shall be construed as consent by the Subrecipient to be sued by third parties in any matter arising out of any agreement, subrecipient agreement, contract, or subcontract

(c) If the Subrecipient is a state agency or subdivision, as defined in section 768.28, F.S., then the Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against DEO, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement, subrecipient agreement, contract, or subcontract.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by DEO or the Subrecipient.

(11) Events of Default. If any of the following events occur ("Events of Default"), DEO may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (12) Remedies, or pursue any remedy at law or in equity, without limitation:

(a) Any warranty or representation is made by the Subrecipient, in this Agreement, or any previous agreement with DEO, is or becomes false or misleading in any respect, or if the Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with DEO, and/or has not cured them in timely fashion, and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;

(b) Any material adverse change occurs in the financial condition of the Subrecipient at any time during the term of this Agreement and the Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by DEO;

(c) The Subrecipient fails to submit any required report, or submits any required report with incorrect, incomplete, or insufficient information, or fails to submit additional information as requested by DEO;

(d) The Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including attending DEO's Implementation Workshop.

The Parties agree that in the event DEO elects to may make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.

(e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Subrecipient believes is excusable under this paragraph, Subrecipient shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs

and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

(12) Remedies. If an Event of Default occurs, DEO shall provide thirty (30) calendar days written notice to the Subrecipient and if the Subrecipient fails to cure within those thirty (30) calendar days DEO may choose to exercise one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement upon twenty-four (24) hour written notice by DEO sent in conformity with Paragraph (16) Notice and Contact;
- (b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;
- (c) Withhold or suspend payment of all or any part of a request for payment;
- (d) Demand that the Subrecipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule, or regulation governing the use of the funds; and
- (e) Exercise any corrective or remedial actions, including but not limited to:
 1. Requesting additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
 2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
 3. Advising the Subrecipient to suspend, discontinue, or refrain from incurring costs for any activities in question.

Pursuit of any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement, or failure by DEO to require strict performance does not affect, extend, or waive any other right or remedy available or affect the later exercise of the same right or remedy by DEO for any other default by the Subrecipient.

(13) Dispute Resolution. DEO shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same on the Subrecipient. All decisions are final and conclusive unless the Subrecipient files a petition for administrative hearing with DEO within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in chapter 120, F.S., is an absolute condition precedent to the Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in chapter 120, F.S..

(14) Citizen Complaints. The goal of the State is to provide an opportunity to resolve complaints in a timely manner, usually within fifteen (15) business days as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines, and websites will include details on the right to file a complaint or appeal, and the process for filing a complaint or beginning an appeal.

Applicants are allowed to appeal program decisions related to one of the following activities:

- (a) A program eligibility determination;
- (b) A program assistance award calculation; and
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal through the Disaster Recovery email at CDBG-DR@deo.myflorida.com or submit by postal mail to the following address:

Attention: Chief, Community Disaster Recovery
Florida Department of Economic Opportunity
107 East Madison Street
The Caldwell Building, MSC 160 Tallahassee, Florida 32399

DEO will handle citizen complaints by conducting:

- (a) Investigations as necessary;
- (b) Resolution; or
- (c) Follow-up actions.

If the complainant is not satisfied by the Subrecipient's determination or DEO's response, then the complainant may file a written appeal by following the instructions issued in the letter of response. If at the conclusion of the appeals process the complainant has not been satisfied with the response, a formal complaint may then be addressed directly to the regional Department of Housing and Urban Development (HUD) at:

Department of Housing & Urban Development
Charles E. Bennett Federal Building
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

The Florida Disaster Recovery Program operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

(15) Termination.

- (a) DEO may suspend or terminate this Agreement for cause upon twenty-four (24) hour written notice., from the date notice is sent by DEO. Cause includes, but is not limited to the Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives, or laws; failure, for any reason, to timely and/or properly perform any of the Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect; and refusal to permit public access to any document, paper, letter, or other material subject to disclosure under law, including chapter 119, F.S., as amended. The aforementioned reasons for Termination are listed in the immediately preceding sentence for illustration purposes but are not limiting DEO's sole and absolute discretion with respect to DEO's right to terminate this Agreement. In the event of suspension or termination, the Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.
- (b) DEO may unilaterally terminate this Agreement, in whole or in part, for convenience by providing the Subrecipient fourteen (14) days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the

portion of the award which will not accomplish the purpose for which the award was made. The Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, the Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

- (c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.
- (d) In the event that this Agreement is terminated, the Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date the Subrecipient has received the notification of termination. The Subrecipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after the Subrecipient's receipt of the termination notice. The Subrecipient shall not be relieved of liability to DEO because of any breach of the Agreement by the Subrecipient. DEO may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due DEO from the Subrecipient is determined.
- (e) Upon expiration or termination of this Agreement the Subrecipient shall transfer to DEO any CDBG-DR funds on hand at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-DR funds.
- (f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to the subrecipient in the form of a loan) in excess of \$25,000 must either:
 - 1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
 - 2. If not used to meet a national objective, Subrecipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for the acquisition or improvement of the property, for five years after expiration or termination of this Agreement.
- (g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(16) Notice and Contact.

- (a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.
- (b) The name and address of the grant manager for this Agreement is:

Robin Grantham, Government Operations Consultant II
CDBG-Disaster Recovery Program
Department of Economic Opportunity
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508
Telephone: (850) 717-8426 – Fax: (850) 922-5609
Email: Robin.Grantham@deo.myflorida.com

- (c) The name and address of the Local Government Project Contact for this Agreement is:

Joseph Giammanco
St. Johns County Board of County Commissioners
500 San Sebastian View

St. Augustine, Florida, 32084
Telephone: (904) 209-0152 - Fax: (904) 209-0153
Email: jgiammanco@sjcfl.us

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in (16) above.

(17) Contracts. If the Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract template, and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to DEO for prior written approval. For each contract, the Subrecipient shall report to DEO as to whether that contractor, or any subcontractors hired by the contractor, is a minority vendor, as defined in section 288.703, F.S. The Subrecipient shall comply with the procurement standards in 2 C.F.R. §200.318 - §200.326 when procuring property and services under this Agreement (refer to Attachment D).

The Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

- (a) the period of performance or date of completion;
- (b) the performance requirements;
- (c) that the contractor is bound by the terms of this Agreement;
- (d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
- (e) that the contractor shall hold DEO and the Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
- (f) the obligation of the Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 C.F.R. 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, and performance bonds, if applicable, and liquidated damages.

The Subrecipient must ensure all contracts and agreements clearly state the period of performance or date of completion and incorporate performance requirements.

The Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this Agreement.

(18) Terms and Conditions. This Agreement contains all the terms and conditions agreed upon by the Parties.

(19) Attachments.

- (a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- (b) This Agreement contains the following attachments:
 - Attachment A – Project Description and Deliverables
 - Attachment B – Project Budget (Example)
 - Attachment C – Activity Work Plan (Example)

- Attachment D – Program and Special Conditions
- Attachment E – *[Intentionally Deleted]*
- Attachment F – State and Federal Statutes, Regulations, and Policies
- Attachment G – Civil Rights Compliance
- Attachment H – Reports
- Attachment I – Warranties and Representations
- Attachment J – Audit Requirements
 - Exhibit 1 to Attachment J – Funding Sources
- Attachment K – Audit Compliance Certification
- Attachment L – eCDBG Access Authorization Form

(20) Funding/Consideration.

(a) The funding for this Agreement shall not exceed \$45,837,520 subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature, and subject to any modification in accordance with chapter 216 F.S., or the Florida Constitution.

(b) DEO will provide funds to the Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, the Subrecipient agrees to comply with all terms, conditions, assurances, restrictions, or other instructions listed in the NFA.

(c) By execution of this Agreement, the Subrecipient certifies that necessary written administrative procedures, processes, and fiscal controls are in place for the operation of its CDBG-DR program for which the Subrecipient receives funding from DEO. These written administrative procedures, processes, and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance, and the terms of this Agreement. The Subrecipient agrees to comply with all the terms and conditions of Attachment D titled "Program and Special Conditions".

(d) The Subrecipient shall expend funds only for allowable costs and eligible activities, and in accordance with the Scope of Work.

(e) The Subrecipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Subrecipient set forth on the eCDBG Access Authorization Form, Attachment L, to this Agreement, must approve the submission of each Request for Funds ("RFF") on behalf of the Subrecipient.

(f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer, or under Subparagraph (20)(f), Mandated Conditions, of this Agreement, all obligations on the part of DEO to make any further payment of funds will terminate and the Recipient shall submit its administrative closeout report and subgrant agreement closeout package within thirty (30) calendar days from receipt of notice from DEO.

(h) The Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by the Subrecipient. The Subrecipient shall send an employee or an elected official representative to DEO's Implementation Workshop in order to receive training and/or information pertaining to the practical implementation of this Agreement. DEO shall reimburse the travel costs of the representative in accordance with section 112.061, F.S..

(21) Repayments.

(a) The Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. The Subrecipient shall ensure that its subrecipients, contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

(b) In accordance with section 215.971, F.S., the Subrecipient shall refund to DEO any unobligated funds which have been advanced or paid to the Subrecipient.

(c) The Subrecipient shall refund to DEO any funds paid in excess of the amount to which the Subrecipient or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.

(d) The Subrecipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 C.F.R. § 570.483(b), (c) and (d); provided, however, the Subrecipient is not required to repay funds for subgrant administration unless DEO, in its sole discretion, determines the Subrecipient is at fault for the ineligibility of the activity in question.

(e) The Subrecipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by the Subrecipient, within thirty (30) calendar days from Subrecipient's receipt of notification of such non-compliance.

(f) In accordance with section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Subrecipient shall pay to DEO a service fee of \$15.00, or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity
Community Development Block Grant Programs Cashier
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

(22) Mandated Conditions.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient with respect to this Agreement, in this Agreement, in any later submission or response to a DEO request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated herein by reference.

(b) This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial.

(c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from, and shall not invalidate, any other provision of this Agreement.

(d) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

(e) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(f) The Subrecipient shall comply with all applicable local, state, and federal laws, including the Americans With Disabilities Act of 1990, as amended; the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C.

§ 12101 *et seq.*) and , which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services, and telecommunications.

(f) Pursuant to section 287.133(2)(a), F.S., a person or affiliate, as defined in section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(g) Pursuant to section 287.134(2)(a), F.S., an entity or affiliate, as defined in section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(h) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(i) Any bills for travel expenses shall be submitted and reimbursed in accordance with section 112.061, F.S., the rules promulgated thereunder, and 2 C.F.R. § 200.474.

(j) If the Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement award amount.

(k) The Subrecipient hereby acknowledges that the Subrecipient is subject to Florida's Government in the Sunshine Law (section 286.011, F.S.) with respect to the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. The Subrecipient hereby agrees that all such aforementioned meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, F.S..

(l) The Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(23) Lobbying Prohibition.

(a) No funds or other resources received from DEO under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Subrecipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. The Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Paragraph (22), above. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

(24) Copyright, Patent, and Trademark. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by the Subrecipient to the State of Florida.

(a) If the Subrecipient has a pre-existing patent or copyright, the Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Subrecipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Subrecipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Subrecipient to the State of Florida.

(c) Within thirty (30) calendar days of execution of this Agreement, the Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and DEO shall have the right to all patents and copyrights which accrue during performance of the Agreement.

(25) Legal Authorization.

(a) The Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Subrecipient certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind the Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) The Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation, or any other legal or financial condition that would in any way prohibit, restrain, or diminish the Subrecipient's ability to satisfy its Agreement obligations. The Subrecipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(26) Public Record Responsibilities.

(a) In addition to the Subrecipient's responsibility to directly respond to each request it receives for records in conjunction with this Agreement and to provide the applicable public records in response to such request, the Subrecipient shall notify DEO of the receipt and content of all such requests by sending an email to PRRequest@deo.myflorida.com within one (1) business day from receipt of the request.

(b) The Subrecipient shall keep and maintain public records required by DEO to perform the Subrecipient's responsibilities hereunder. The Subrecipient shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by chapter 119, F.S., or as otherwise provided by law. The Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by the Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, section 24(a) of the Florida Constitution and section 119.07(1), F.S. For records made or received by the Subrecipient in conjunction with this Agreement, the Subrecipient shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. For all such requests for records that are public records, as public records are defined in section 119.011, F.S., the Subrecipient shall be responsible for providing such public records per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by the Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, the Subrecipient is a "contractor" as defined in section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), the Subrecipient-contractor shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement, or keep and maintain public records required by DEO to perform the service. If the Subrecipient-contractor transfers all public records to the public agency upon completion of the Agreement, the Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, the Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with chapters 119 and 257, F.S. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify the Subrecipient-contractor of the request as soon as practicable, and the Subrecipient-contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If the Subrecipient-contractor does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Subrecipient-contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.

(f) The Subrecipient shall notify DEO verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in the Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. The Subrecipient shall cooperate with

DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession, or otherwise protect the State's rights and the data subject's privacy.

(g) The Subrecipient acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents the Subrecipient submits to DEO under this Agreement constitute public records under Florida Statutes. The Subrecipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.

(h) If the Subrecipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by the Subrecipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as the Subrecipient's waiver of a claim of exemption. The Subrecipient shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Subrecipient-contractor does not transfer the records to DEO upon completion, including termination, of the Agreement.

(i) IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

(j) To the extent allowable by law, the Subrecipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, contractors, and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the Subrecipient, its agents, employees, partners, subrecipients, contractors, or subcontractors, provided, however, that the Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but the not obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

(l) The Subrecipient shall comply with the requirements set forth in section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. The Subrecipient shall amend each of the Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part

with any public funds. DEO may terminate this Agreement if the Subrecipient does not comply with this provision.

(27) Employment Eligibility Verification.

(a) Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require the Subrecipient to:

1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subrecipient during the Agreement term; and,

2. Include in all contracts under this Agreement the requirement that contractors, subcontractors, consultants and subrecipients performing work or providing services pursuant to this Agreement use the E-Verify system to verify the employment eligibility of all new employees hired by the contractors, subcontractors, consultants and subrecipients during the term of the contract.

(b) The Department of Homeland Security's E-Verify system can be found at:

<http://www.uscis.gov/e-verify>

(c) If the Subrecipient does not have an E-Verify MOU in effect, the Subrecipient must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

(28) Program Income.

(a) The Subrecipient shall report to DEO all program income (as defined at 24 C.F.R. § 570.500(a) or in the Federal Register Guidance governing the CDBG-DR funds) generated by activities carried out with CDBG-DR funds made available under this Agreement as part of the Subrecipient's Quarterly Progress Report, Form SC-65. The Subrecipient shall use program income in accordance with the applicable requirements of 2 C.F.R. part 200, 24 C.F.R. part 570.504, F.S., chapter 73C-23.0051, F.A.C., and the terms of this Agreement.

(b) Program income generated after closeout shall be returned to DEO. Program income generated prior to closeout shall be returned to DEO unless the program income is used to fund additional units of CDBG-DR activities, specified in a modification to this Agreement, and duly executed prior to administrative closeout.

(29) National Objectives

All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG program's National Objectives.

The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

- (a) Projects must primarily address unmet housing needs;
- (b) Projects must primarily serve LMI populations; and
- (c) Projects for infrastructure must support LMI housing.

(30) Independent Contractor.

a) In the Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that the Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment

relationship between DEO and the Subrecipient, its employees, subcontractors, or agents. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

(b) The Subrecipient, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida.

(c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. DEO shall not be responsible to hire, supervise, or pay Subrecipient's employees. Neither the Subrecipient, nor its officers, agents, employees, subcontractors, or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) The Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer, or partner of the State of Florida.

(e) Unless justified by the Subrecipient, and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to the Subrecipient or its subcontractor or assignee.

(f) DEO shall not be responsible for withholding taxes with respect to the Subrecipient's use of funds under this Agreement. The Subrecipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Subrecipient shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) The Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

(h) Notwithstanding the provisions of Paragraph (20) (h) herein with respect to DEO's Implementation Workshop, DEO shall not provide any training to Subrecipient, its employees, assigns, agents, representatives or subcontractors in the professional skills necessary to perform the work services required by the Agreement.

State of Florida
Department of Economic Opportunity
Federally Funded Subgrant Agreement
Signature Page

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and in the attachments and exhibits hereto, the Parties have caused this Agreement to be executed by their duly authorized undersigned officials on the day, month, and year last written below.

St. Johns County, Florida

Florida Department of Economic Opportunity

By: [Signature]
(Authorized Signature)

Date: 2-23-18

By: [Signature]
(Authorized Signature)

Date: 3-1-18

Name: Michael D. Wanchick

Name: Julie A. Dennis Chris Peary

Title: County Administrator

Title: Director, Division of Community Development CHIEF OF STAFF

Federal Tax ID#: 596000825-008

DUNS#: 073236739

LEGALLY SUFFICIENT

[Signature]
Name
Date: 2/23/18

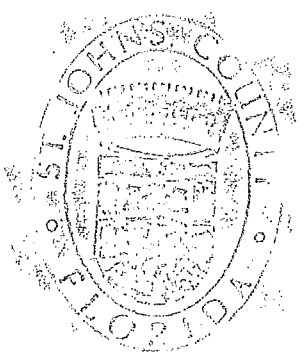
Approved as to form and legal sufficiency,
subject only to the full and proper execution
by the Parties

Office of the General Counsel

Department of Economic Opportunity

By: [Signature]

Approved Date: 3/1/18



ST JOHNS COUNTY

MAR 06 '18

PURCHASING

Attachment A – Project Description and Deliverables

I. Project Description

The U.S. Department of Housing and Urban Development (HUD) allocated Community Development Block Grant Disaster Recovery (CDBG-DR) funds to the State of Florida to be distributed in the Federal Emergency Management Agency (FEMA) declared counties impacted by Hurricanes Hermine and Matthew for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 et seq.) and described in the State of Florida Action Plan for Disaster Recovery.

St. Johns County will use CDBG-DR funds to principally benefit low- and moderate-income persons in a manner that ensures that at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons. Funds will be used for economic revitalization and infrastructure activities, and identify how any remaining unmet housing needs will be addressed or how its economic revitalization and infrastructure activities will contribute to the long-term recovery and restoration of housing in the most impacted and distressed areas.

St. Johns County will conduct all program design and implementation services necessary to mobilize and launch its production implementation systems to support programs and projects to help people, properties and communities recover from storm related damage due to Hurricanes Hermine and/or Matthew. St. Johns County will offer a range of services including, a Housing Program, Public Facilities Program and Infrastructure Program.

A. Housing Program

1. Homeowner Services Project

St. Johns County will mobilize and launch a Homeowner Services Project to help owner-occupants of one (1) to four (4) unit residential properties recover from storm related damage due to Hurricanes Hermine and/or Matthew. The range of services offered includes the following range of eligible CDBG DR activities:

- a. Repair and Elevation;
- b. Reconstruction of properties that were substantially damaged from the storm and where repair is no longer cost reasonable;
- c. Replacement of Manufactured Houses that were substantially damaged from the storm and where repair is no longer cost reasonable;
- d. Temporary Relocation of homeowners (and if necessary tenants) while repairs or reconstruction is completed, in compliance with the Uniform Relocation Act (URA);
- e. Mortgage Payment Assistance to help homeowners in financial distress minimize their exposure to foreclosure and reduce the risk of homelessness due to the storm; and
- f. Buyout and Acquisition for Redevelopment Pilot Programs.

St. Johns County estimates the Homeowner Services Project will meet the Low- and Moderate-Income National Objective by serving at least 70% LMI households. The 30% balance served will meet the Urgent Need National Objective.

2. State Road 207 Supportive Housing Initiative PUD Rental Housing Project

St. Johns County will invest CDBG-DR funds to develop up to 80 units of new construction rental housing serving people who earn low-income in the Supportive Housing Initiative Planned Unit Development (SHI

PUD) located at a 13.53-acre site accessed directly from State Road 207. The project will meet the LMI household National Objective. The eligible activity is Housing Construction.

B. Public Facilities Program: State Road 207 Unified Service Center

St. Johns County will invest CDBG-DR funds to develop an integrated social services public facility serving Low and Moderate-Income Vulnerable Populations such as those experiencing homelessness and/or at risk of homelessness in St. Johns County. The Unified Service Center will be developed in the Supportive Housing Initiative Planned Unit Development (SHI PUD) located at a 13.53-acre site accessed directly from State Road 207. The PUD calls for a mixed-use campus style development construction of two (2) separate buildings for social services delivery and offices which will include a large open space that can serve as an Emergency Shelter for larger at-risk populations during dangerous storms or inclement weather as well as five (5) residential apartment buildings for up to 80 units, with associated parking, sidewalks, park and open space areas and storm water ponds.

The Unified Services Center will include administrative and supportive services, including, but not limited to, kitchen/cafeteria facilities, offices, meetings rooms, temporary emergency shelter, and medical and social service space related to the project mission, such as food pantry, medical clinic, dental clinic, and similar uses that may be provided to serve the planned permanent supportive housing and population that may require such services. The open space of the kitchen/cafeteria area can convert to temporary emergency shelter for the larger at-risk community in St. Johns County during dangerous storms or inclement weather.

C. Infrastructure Program

1. Infrastructure Recovery Program. St. Johns County will mobilize and launch an Infrastructure Recovery Program to assist in the recovery from storm related damage due to Hurricanes Hermine and/or Matthew.

a. The range of services offered shall include:

1. Roadway Reconstruction/Repair – Reconstructing/repairing of County roadway substantially damaged from the storm.
2. Storm-sewer conveyance capacity improvements – Increasing the capacity of existing storm-sewer infrastructure (culverts) that were inadequate based on flooding during the storm event.
3. Storm water and drainage improvements – Increasing the capacity of existing storm water and drainage infrastructure that was inadequate based on flooding during the storm event. This includes construction of new storm water ponds and/or storm water pump systems.
4. Replacement of sanitary sewer pipes – Replacement of gravity sanitary sewer pipes damaged during the storm event.
5. In-place repair sanitary sewer pipes – In-place repair via sliplining/waterproofing of gravity sanitary sewer pipes that were damaged during the storm event.
6. Sanitary Sewer Pump Stations – Repair of sanitary sewer pump stations damaged during the storm event.

b. The schedule of projects for Tranche #1 of the CDBG Disaster Recovery Subrecipient Agreement between Florida DEO and St. Johns County includes:

1. Armstrong Drainage
2. Hastings Phase I Sewer
3. Hastings Phase II Sewer
4. N. Rodriguez Drainage

5. Orange St Drainage
6. Avenue D Drainage
7. St. Augustine - Lake Maria Sanchez HMGP Match Drainage
8. St. Augustine Blvd & Cypress Rd Drainage

II. St. Johns County Responsibilities

St. Johns County shall complete the following tasks:

A. CDBG-DR Program Design and Implementation

St. Johns County will conduct the program design and implementation services necessary to mobilize and launch its production implementation systems to support the programs and projects to help people, properties and communities recover from storm related damage due to Hurricanes Hermine and/or Matthew as follows:

1. Complete Staffing plan for St. Johns County CDBG-DR Program that includes:
 - a. Organizational Chart;
 - b. Job Descriptions for County and contracted staff and vendors; and
 - c. Scope of work and procurement plan for vendors and construction contractors.
2. Complete procurement of vendors for internal grants management and compliance and direct program and project production, Completion of this task is satisfied when St. Johns County and vendor executes a contract.
3. Establish and administer financial management system in a manner that complies with all applicable HUD CDBG-DR and DEO rules.
4. Establish and administer quality assurance and quality control system in a manner that complies with all applicable HUD CDBG-DR and DEO rules.
5. Establish and administer public information and communications program.
6. Establish and administer production and grants management reporting system.
7. Provide ongoing program administration, policy, grants and financial management services to support St. Johns County CDBG-DR Programs and Projects.

B. Housing Program

1. Homeowner Services Project

St. Johns County will mobilize and launch a homeowner services project to help owner-occupants of one (1) to four (4) unit residential properties recover from storm related damage due to Hurricanes Hermine and/or Matthew as follows:

- a. Complete procurement and selection of vendors, subrecipients, and/or staff that will be responsible for managing applicant intake and related operations, compliance, finance and administration for the homeowner services project;
- b. Complete procurement and selection of vendors, subrecipients, and/or staff that will be responsible for managing construction for the homeowner services project;
- c. Complete program/project design and process maps for launch of intake and construction services including:
 - i. Applicant Case Management
 - ii. Construction Management, and
 - iii. Finance, Compliance and Reporting;
- d. Develop and operate an Interim system record and applicant case and construction project tracking system.
- e. Complete preparations for and launch of homeowner intake services function;

- f. Complete update of unmet needs data;
- g. Complete and submit revised budget for homeowner services project based on updated unmet needs; and
- h. Provide ongoing project implementation and compliance management supervision and support and reporting services.

2. State Road 207 Supportive Housing Initiative PUD Rental Housing Project

St. Johns County will invest CDBG-DR funds to develop up to 80 units of new construction rental housing serving people who earn low-income in the Supportive Housing Initiative Planned Unit Development (SHI PUD) located at a 13.53-acre site accessed directly from State Road 207 As follows:

- a. Complete update of Unmet Needs for Rental Housing serving vulnerable LMI populations tied to Hurricanes Hermine and Matthew and submit documentation for DEO review and approval;
- b. Complete Procurement and/or Engagement of Rental Housing Project Development and Property Management Team;
- c. Develop an activity work plan detailing activities involved in the successful completion of the Supportive Housing Initiative Planned Unit Development (SHI PUD) Rental Housing Project for review and approval by DEO; and
- d. Complete activities as detailed in the activity work plan approved by DEO, provide ongoing production and compliance management supervision and support and reporting services for successful construction, lease-up and stabilization of 80-unit rental housing project.

C. Public Facilities Program

State Road 207 Unified Service Center

St. Johns County will invest CDBG-DR funds to develop an integrated social services public facility serving Low and Moderate –Income Vulnerable Populations such as the homeless and/or those at risk of homelessness in St. Johns County as follows:

- a. Complete update of Unmet Needs for Homeless Shelter serving vulnerable LMI populations tied to Hurricanes Hermine and Matthew and submit documentation for DEO review and approval.
- b. Complete Procurement and/or Engagement of Shelter Operator, Project Development and Property Management Team.
- c. Develop an activity work plan detailing activities involved in the successful completion of the Homeless Shelter and Social Services Center Project for review and approval by DEO.
- d. Complete activities detailed in the activity work plan approved by DEO, provide ongoing production and compliance management supervision and support and reporting services for successful construction and operations of the Unified Service Center project. The integrated social services center will include administrative and supportive services, including, but not limited to, kitchen/cafeteria facilities, offices, meeting rooms, emergency temporary shelter, and medical and social service space related to the mission of the project, such as a food pantry, medical clinic, dental clinic and similar uses that may be provided to serve the planned permanent supportive housing and population that require such services. The open space of the cafeteria area can convert to temporary emergency shelter for the larger at risk community in St. Johns County during dangerous storms or inclement weather.

D. Infrastructure Program

St. Johns County will mobilize and launch an Infrastructure Recovery Program to assist in the recover from storm related damage due to Hurricanes Hermine and/or Matthew.

1. As part of the Infrastructure Program Mobilization, Subrecipient will complete the following tasks:
 - a. Complete procurement and selection of its consultants and/or staff that will manage assessment, design, permitting, bidding, and construction of the Infrastructure Recovery Program.
 - b. Complete Operations Management Plan for Infrastructure Improvement projects including Process Map.
 - c. Submit a Staffing Plan and organization chart for management of the Infrastructure Recovery Program. The staffing plan shall include an Organization Chart, Job Descriptions for County and contracted staff and vendors, and Scope of Work and Procurement Plan for Consultants.
 - d. Complete update of Unmet Needs for Infrastructure Improvement serving vulnerable LMI areas tied to Hurricanes Hermine and Matthew and submit documentation for DEO review and approval.
 - e. Submit to DEO for review and approval an updated Budget for the Infrastructure Recovery Program based on updated unmet needs data, on-going design and updated construction estimates.

2. As part of the Infrastructure Program launch, the Subrecipient will complete the following schedule of projects:
 - a. Armstrong Drainage
 - b. Hastings Phase I Sewer
 - c. Hastings Phase II Sewer
 - d. N. Rodriguez Drainage
 - e. Orange St Drainage
 - f. Avenue D Drainage
 - g. St. Augustine - Lake Maria Sanchez HMGP Match Drainage
 - h. St. Augustine Blvd & Cypress Rd Drainage

For all of the above projects, Subrecipient is required to complete the following tasks:

- a. Complete Procurement and/or Engagement of Vendors and Contractors for Infrastructure Improvement projects.
- b. Develop activity work plans for review and approval by DEO detailing activities involved in the successful completion of infrastructure improvement projects, including:
- c. Complete activities as detailed in the activity work plans approved by DEO, provide ongoing production and compliance management supervision and reporting services in support of successful completion of Infrastructure Improvement projects.

St. Johns County shall complete an Activity Work Plan (Attachment C) detailing activities involved in the successful completion of project tasks identified in in sections A through D above, and submit to the DEO grant manager identified in Section 16 of the Agreement. The Activity Work Plan must be approved by DEO prior to beginning work on activities identified in the Activity Work Plan and before any reimbursement request will be approved.

Deliverable 1	Minimum Level of Service (to submit for request for payment)	Financial Consequences
<p>CDBG-DR Program Design and Implementation Subrecipient shall complete an eligible project implementation task as detailed in section II.A.</p>	<p>Subrecipient shall be reimbursed upon completion of a minimum of one project implementation task on a per completed task basis as detailed in section II.A; evidenced by invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable.</p>	<p>Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.</p>
Deliverable 2	Minimum Level of Service (to submit for request for payment)	Financial Consequences
<p>Housing Program-Homeowner Service Project Subrecipient shall complete an eligible task as detailed in section II.B.1.</p>	<p>Subrecipient shall be reimbursed upon completion of a minimum of one project implementation task on a per completed task basis as detailed in section II.B.1; evidenced by invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable.</p>	<p>Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.</p>
Deliverable 3	Minimum Level of Service (to submit for request for payment)	Financial Consequences
<p>Housing Program-Supportive Housing Initiative PUD Rental Housing Project Subrecipient shall complete an eligible task as detailed in section II.B.2.</p>	<p>Subrecipient shall be reimbursed upon 100% completion of any non-construction activity set forth in section II.B.2 above, or upon 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80% 90%, and 100% completion of any construction activity set forth in the DEO approved activity plan, as evidenced by submission of an invoice package; evidenced by invoice(s) noting completed tasks. As evidence of percent completed, Subrecipient shall provide AIA forms G702/G703 or similar DEO-approved industry-standard forms, signed by the contractor and certified by the engineer performing inspection services for the project, documenting the costs for which reimbursement is being requested, and noting overall percent completion of the project.</p>	<p>Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.</p>

Deliverable 4	Minimum Level of Service (to submit for request for payment)	Financial Consequences
Public Facilities Program Subrecipient shall complete an eligible task as detailed in section II.C..	Subrecipient shall be reimbursed upon 100% completion of any non-construction activity set forth in section II.C. above, or upon 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80% 90%, and 100% completion of any construction activity set forth in the DEO approved activity plan, as evidenced by submission of an invoice package; evidenced by invoice(s) noting completed tasks. As evidence of percent completed, Subrecipient shall provide AIA forms G702/G703 or similar DEO-approved industry-standard forms, signed by the contractor and certified by the engineer performing inspection services for the project, documenting the costs for which reimbursement is being requested, and noting overall percent completion of the project.	Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.
Deliverable 5	Minimum Level of Service (to submit for request for payment)	Financial Consequences
Infrastructure Program Subrecipient shall complete an eligible task as detailed in section II.D.	Subrecipient shall be reimbursed upon 100% completion of any non-construction activity set forth in section II.D above, or upon 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80% 90%, and 100% completion of any construction activity set forth in the DEO approved activity plan, as evidenced by submission of an invoice package; evidenced by invoice(s) noting completed tasks. As evidence of percent completed, Subrecipient shall provide AIA forms G702/G703 or similar DEO-approved industry-standard forms, signed by the contractor and certified by the engineer performing inspection services for the project, documenting the costs for which reimbursement is being requested, and noting overall percent completion of the project.	Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.
TOTAL AWARD NOT TO EXCEED \$45,837,520		

Attachment B – Project Budget (Example)

Subrecipient: _____ Contract Number: _____ Modification Number: _____

Activity/Project		National Objective			Beneficiaries					Budget			
Activity	Description	LMI	Slum & Blight	Urgent Need	VLI	LI	MI	Non-LMI	Total	CDBG-DR Amount	Other Funds	Source*	Total Funds
1. Housing Program - Homeowner Service Project													
	Home Repair												
	Reconstruction												
	Replacement of Manufactured Homes												
	Temporary Rental and Mortgage Assistance												
	Buyout / Acquisition for Redevelopment												
2. Housing Program - Supportive Housing Initiative PUD Rental Housing Project													
3. Public Facilities Program – Unified Service Center													
4. Infrastructure Program													
	Armstrong Drainage Project												
	Hastings Phase I Sewer												
	Hastings Phase II Sewer												
	Oyster Creek Basin Improvements												
	Orange Street Drainage												
	Avenue D Drainage												

	St. Augustine - Lake Maria Sanchez HMGP Match Drainage													
	St. Augustine Blvd & Cypress Rd Drainage													
5.	Administration													
6.	Planning													
Totals:														

*Show the sources and amounts of "Other Funds" needed to complete the project below, including local funds, grants from other agencies and program income.

1.	Source of Other Funds	Amount
2.		
3.		
4.		

Attachment C – Activity Work Plan (Example)

Subrecipient _____ Activity: _____ Project Budget: _____
 Contract Number: _____ Date Prepared: _____ Modification Number: _____

Start Date (month/year)	End Date (month/year)	Describe Proposed Action to be Completed by the "End Date." <i>Examples of Actions: Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (33, 66, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to DEO.</i>	Estimated Units to be Completed by the "End Date"	Estimated Funds to be Requested by the "End Date"

DEO Agreement No.: H2338

Attachment D – Program and Special Conditions

Program Conditions

1. The Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan.
If the Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to DEO within 21 calendar days of receiving DEO's request for justification for the delay. Any project for which the Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless DEO agrees that the Subrecipient has provided adequate justification for the delay.
2. The Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Detail Budget and Activity Work Plan.
3. The Subrecipient shall request DEO's approval for all professional services contracts and/or agreements that will be reimbursed with CDBG-DR funds. Copies of the following procurement documents must be provided to DEO for review:
 - a. When publication of a Request for Proposal (RFP) is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication;
 - b. A list of entities to whom a notification of the RFP was provided by mail or fax (if applicable);
 - c. For engineering contracts, a list of firms that submitted a proposal (only if short-listing procedure was used);
 - d. Completed short-listing evaluation/ranking forms, including any ranking summary document, and document transmitting the short-listed firms to the commission (only if short-listing procedure used);
 - e. Completed and signed final evaluation/ranking forms;
 - f. For administrative services contracts, one copy of each proposal submitted in response to the RFP;
 - g. Commission minutes approving contract award;
 - h. Cost breakout from the selected firm used for completion of the cost analysis (if pricing information was not submitted with proposals);
 - i. The proposed contract;
 - j. Truth-in-Negotiation certification (if not in the contract) for engineering contracts over \$150,000;
 - k. If a protest was filed, a copy of the protest and documentation of resolution;
 - l. The Subrecipient shall request DEO's approval of a single source procurement if only one firm was considered and the contract exceeds \$35,000. The Subrecipient shall not enter into a contract to be paid with CDBG-DR funds based on a sole source or single proposal procurement without prior written approval from DEO. Failure to secure prior written approval shall relieve DEO of any obligation to fund the said procurement contract or agreement. DEO shall disallow any payments to the Subrecipient to fund any contract or agreement based on a sole source or single proposal procurement for which the Subrecipient has not obtained DEO's approval; and
 - m. If a regional planning council or another local government is selected to administer subgrant activities, the Subrecipient shall submit only a copy of the contract or agreement and cost analysis information.

DEO will either approve the procurement or notify the Subrecipient that the procurement cannot be approved because it violates State, Federal, or local procurement guidelines.

The Subrecipient shall notify DEO in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-DR funds to pay for professional services.

4. Prior to the obligation or disbursement of any funds, except for administrative expenses and not to exceed \$5000, the Subrecipient shall complete the following:
 - a. Submit for DEO's approval the documentation required in paragraph 3 above for any professional services contract. The Subrecipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-DR funds for that contract beyond \$5,000.
 - b. Comply with 24 C.F.R. part 58, and the regulations implementing the National Environmental Policy Act, 40 C.F.R. §§ 1500-1508. When the Subrecipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. DEO will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of DEO. If DEO has not issued an Authority to use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process. **SUBRECIPIENT SHALL NOT BEGIN CONSTRUCTION BEFORE DEO HAS ISSUED THE "AUTHORITY TO USE GRANT FUNDS."**
5. The Subrecipient shall obtain approval from DEO prior to requesting CDBG-DR funds for engineering activities and costs which are additional engineering services as defined in Rules 73C-23.0031(6)(a)-(l), F.A.C.
6. The Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the "URA"), implementing regulations at 24 C.F.R. part 42, 49 C.F.R. part 24 and 24 C.F.R. § 570.606(b), the requirements of 24 C.F.R. § 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 C.F.R. § 570.606(d), governing optional relocation assistance policies.

If the Subrecipient undertakes any activity subject to the URA, the Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DEO can determine whether remedial action may be needed. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 C.F.R. § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.
7. The Subrecipient shall, prior to being reimbursed for more than \$15,000 for administrative services, provide to DEO a copy of all engineering specifications and construction plans, if required, for the activities described in the Agreement. The Subrecipient shall also furnish DEO, prior to soliciting bids or proposals, a copy of bid documents for services and/or materials to provide those services and/or materials for construction activities when the bids are expected to exceed \$35,000. Additionally, the Subrecipient shall not publish any request for bids for construction purposes or distribute bid packages until DEO has provided its written acceptance of the engineering specifications, construction plans, and bid documents.
8. For each procured construction contract or agreement for which CDBG-DR funding will be requested, the Subrecipient shall submit the following procurement documents:
 - a. A copy of the bid advertisement, including an affidavit of publication;
 - b. Documentation of the Subrecipient's efforts made to inform minority- and woman-owned businesses of the opportunity to bid on the construction contract;
 - c. A copy of the bid tabulation sheet;
 - d. A copy of the engineer's recommendation to award;
 - e. A letter requesting sole source approval, if applicable;
 - f. A copy of the bid bond (five percent of the bid price) for the prime contractor(s) selected to do the work, and;
 - g. Completed copies of the following forms:
 - Form SC-51 – Bidding Information and Contractor Eligibility;

- Form SC-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
- Form SC-52 – Section 3 Participation Report (Construction Prime Contractor);
- Form SC-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor);
- Form SC-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor), and;
- Form SC-54 (if applicable) – Documentation for Business Claiming Section 3 Status.

For each procured construction contract or agreement projects for which CDBG-DR funding will be requested, the Subrecipient shall submit the following procurement documents:

- a. Form SC-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
- b. Form SC-52 – Section 3 Participation Report (Construction Prime Contractor);
- c. Form SC-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor); and
- d. Form SC-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor).

In addition, each construction contract or agreement for new or replacement housing must contain language that requires the contractor to meet the Green Building Standard for Replacement and New Construction of Residential Housing, as defined in the Allocation notice published in the Federal Register Volume 81, Number 224 on Monday, November 21, 2016.

9. For each Request for Funds (RFF) that includes reimbursement of construction costs, the Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. For each RFF that includes construction costs, the Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable.
10. For each project, when the Subrecipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:
 - a. Notice to Proceed;
 - b. The contractor's performance bond (100 percent of the contract price); and
 - c. The contractor's payment bond (100 percent of the contract price).
11. The Subrecipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 C.F.R. § 570.487(b)(4).
12. All leveraged funds shall be expended concurrently and, to the extent feasible, proportionately with the expenditure of CDBG-DR funds for the same activity. All funds claimed for leverage shall be expended after the date that the Authority to Use Grant Funds is issued and prior to Subrecipient's submission of the administrative closeout package for this Agreement, except for the following costs:
 - Eligible administrative, engineering and environmental review costs expended after the site visit but prior to the date when the Authority to Use Grant Funds is issued, and
 - The CDBG-DR portion of the cost of post-administrative closeout audits.
13. The Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-DR funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 C.F.R. § 570.505. Any future change of use of real property shall be in accordance with 24 C.F.R. § 570.489(j).
14. The Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 C.F.R. part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 C.F.R. 67, and Guidelines for Rehabilitating Historic Buildings.

15. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Subrecipient shall update and submit Form HUD 2880 to DEO within thirty (30) calendar days of the Subrecipient's knowledge of changes in situations which would require that updates be prepared. The Subrecipient must disclose:
 - a. All developers, contractors, consultants, and engineers involved in the application or in the planning, development, or implementation of the project or CDBG-DR-funded activity; and
 - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
16. If required, the Subrecipient shall submit a final Form HUD 2880, to DEO with the Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
17. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. § 570.489(g). Title 24 C.F.R. § 570.489(h) shall apply in all conflicts of interest not governed by 24 C.F.R. § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-DR financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived. Additionally, the Subrecipient agrees to comply with, and this Agreement is subject to, chapter 112 F.S., and Rule 73C-23.0051(11), F.A.C.
18. Any payment by the Subrecipient using CDBG-DR funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-DR funds.
19. The Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.
20. If an activity is designed by an engineer, architect, or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.
21. If necessary, the Subrecipient shall retain sufficient administration funds to ensure internet access, including email, for the duration of the Agreement, including any time extensions. If the Subrecipient does not already have a computer designated to the person responsible for grant oversight, which is located in the program office and capable of internet access, administrative funds may be used as needed to obtain, at reasonable cost, a computer to allow internet access.

Attachment F – State and Federal Statutes, Regulations, and Policies

The CDBG-DR funds available to the Subrecipient through this agreement constitute a subaward of the Grantee's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of the Grantee's Federal award that are imposed on the Subrecipient, and the Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

The Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register Guidance (82 FR 5591 & 82 FR 36812 and 81 FR 83254). Notwithstanding the foregoing, (1) the Subrecipient does not assume the any of Grantee's responsibilities for environmental review, decision-making, and action, described in 24 CFR part 58 and (2) the Subrecipient does not assume any of the Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations, and policies that govern the use of the CDBG-DR funds in complying with its obligations under this agreement, regardless of whether CDBG-DR funds are made available to the Subrecipient on an advance or reimbursement basis.

The Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Subrecipient further agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

I. State of Florida Requirements

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

II. Audits, Inspections, and Monitoring

1. Single Audit

The Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

Inspections and Monitoring

The Subrecipient shall permit the Grantee and auditors to have access to the Subrecipient's records and financial statements as necessary for the Grantee to meet the requirements of 2 CFR part 200.

The Subrecipient must submit to monitoring of its activities by the Grantee as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include: (1) reviewing financial and performance reports required by the Grantee; (2) following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the Grantee detected through audits, on-site reviews, and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from the Grantee as required by 2 CFR §200.521:

Corrective Actions

The Subrecipient shall be subject to reviews and audits by the Grantee, including onsite reviews of the Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2). The Grantee may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The Grantee may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided

to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance, or provide training and technical assistance as needed to correct noncompliance.

III. Drug-Free Workplace

Drug-free workplace. Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

IV. Procurement and Contractor Oversight

The Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.326 when procuring property and services under this agreement.

The Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities at [insert 24 CFR 570.609 or 24 CFR 570.489(l) as appropriate]. CDBG funds may not be provided to excluded or disqualified persons.

The Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement.

V. Property Standards

Real property acquired by the Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). The Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314 through 2 CFR 200.316. The Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income, and equipment not needed by the Subrecipient for activities under this agreement shall be transferred to the Grantee for its CDBG-DR program or shall be retained after compensating the Grantee.

The Subrecipient shall also comply with the Property Standards in 2 CFR 200.310 through 2 CFR 200.316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), and except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

VI. Federal Funding Accountability and Transparency Act (FFATA)

The Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The grantee must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The grantee must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

VII. Relocation and Real Property Acquisition

The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act".

VIII. Nondiscrimination

1. 24 CFR part 6

The Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

The Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29

U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, the Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

Architectural Barriers Act and the Americans with Disabilities Act

The Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act.

The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

State and Local Nondiscrimination Provisions

The subrecipient must comply with the Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.);

Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

(i) General Compliance:

The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The Subrecipient shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 24 CFR part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

(ii) Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations,

facilities, services, financial aid, or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the Subrecipient's assurance herein shall obligate the Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases the assurance shall obligate the Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application.

This assurance gives the Grantee and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to the Subrecipient Under this Agreement, the instrument effecting any disposition by the Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

If the Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

Affirmative Action

(iii) Approved Plan

The Subrecipient agrees that it shall carry out pursuant to the Grantee's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1966, as amended, and implementing regulations at 42 CFR chapter 60. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this agreement.

(iv) Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the Subrecipient procures property or services under this agreement.

(v) Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(vi) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

IX. Labor and Employment

1. Labor Standards

The Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis- Bacon Act, as amended (40 U.S.C. 3141, *et seq.*), and 29 CFR part 1, 3, 5, 6, and 7,

provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The Subrecipient agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the Grantee for review upon request.

X. Section 3 of the Housing and Urban Development Act of 1968

1. Compliance

The Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 135.

The Subrecipient shall include the "Section 3 clause" at 24 CFR 135.38 in every "Section 3 covered contract" (as defined in 24 CFR 135.5).

XI. Conduct

1. Hatch Act

The Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

Conflict of Interest

In the procurement of supplies, equipment, construction, and services pursuant to this agreement, the Subrecipient shall comply with the conflict of interest provisions in the Grantee's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in the Grantee's procurement policies and procedures, the Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

Lobbying Certification

The Subrecipient hereby certifies that:

- (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (iii) The language of paragraph (a) through (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- (iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XII. Religious Activities

The Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XIII. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making, and action (see 24 CFR part 58) and is not delegated the Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity. If DEO has not issued an Authority to Use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process.

Air and Water

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.

Flood Disaster Protection

The Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, the Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-DR award and listed at the beginning of this Attachment.

Lead-Based Paint

The Grantee shall follow the Grantee's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title.

Historic Preservation

The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

Attachment G – Civil Rights Compliance

Fair Housing

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community. A Subrecipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Subrecipient shall do the following:

- 1) Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion, and sex);
- 2) Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
- 3) Publish the Fair Housing Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website;
- 4) Establish a system to record the following for each fair housing call:
 - a) The nature of the call,
 - b) The actions taken in response to the call,
 - c) The results of the actions taken, and
 - d) If the caller was referred to another agency, the results obtained by the referral agency;
- 5) Conduct at least one fair housing activity each quarter. Identical activities (see examples below) shall not be conducted in consecutive quarters; and
- 6) Display a fair housing poster in the CDBG-DR Office. (This does not count as a fair housing activity.)

The Subrecipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- Define where discriminatory practices are occurring,
- Help the community measure the effectiveness of its outreach efforts, and
- Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Making fair housing presentations at schools, civic clubs, and neighborhood association meetings;
- Conducting a fair housing poster contest or an essay contest;
- Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales, and church festivals; and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents, and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a DEO-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

The Subrecipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG-DR project file and include information about the activities in the comment section of each quarterly report.

Equal Employment Opportunity

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-DR funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. A Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall do the following:

- 1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age, or genetics;
- 2) Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
- 3) Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4) Establish a system to record the following for each EEO call:
 - a) The nature of the call,
 - b) The actions taken in response to the call, and
 - c) The results of the actions taken;

Each Subrecipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Subrecipient shall use this list to solicit companies to bid on CDBG-DR-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://osd.dms.myflorida.com/directories>.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-DR funds, the Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Subrecipient shall do the following:

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
 - a) Has a physical or mental impairment which substantially limits one or more major life activities,
 - b) Has a record of such an impairment, or
 - c) Is regarded as having such an impairment;
- 2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
- 3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4) Establish a system to record the following for each Section 504/ADA call:
 - a) The nature of the call,
 - b) The actions taken in response to the call, and
 - c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 C.F.R. part 84) apply to service availability, accessibility, delivery, employment, and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services, or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or

- Deny employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 C.F.R. part 35, and Title III, 28 C.F.R. part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services, and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting, and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision, or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation, and commercial facilities. Public accommodations are private entities who own, lease, lease to, or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers, and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-DR-funded projects in the community. The Subrecipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-DR-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following clause from 24 C.F.R. § 135.38 is required to be included in CDBG-DR-funded contracts of \$100,000 or more.

Section 3 Clause

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.
- B. The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 135.
- F. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Civil Rights Regulations

As a condition for the receipt of CDBGDR funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex, or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 C.F.R. § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 C.F.R. § 570.490(b) – Unit of general local government's record;
6. 24 C.F.R. § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving CDBG-DR funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that St. Johns County shall comply with all of the provisions and Federal regulations listed in this attachment.

By:



Date:

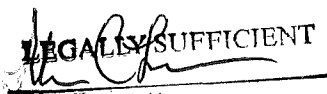
3-14-18

Name:

Michael Wanchick

Title:

County Administrator

LEGALLY SUFFICIENT

Name _____
Date: _____

Attachment H – Reports

The following reports must be completed and submitted to DEO in the time frame indicated and in compliance with Rule 73C-23.0051(5)-(6)(a), F.A.C. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. A **Monthly Progress Report**, Form SC-65, must be submitted to DEO fifteen (15) calendar days after the end of each month.
2. A **Contract and Subcontract Activity** form, Form HUD-2516, currently available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-05360>; which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO's eCDBG reporting system at <https://www.deocdbg.com/Default.aspx>. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".
3. The **Administrative Closeout Report**, Form SC-62, must be submitted to DEO within 45 calendar days of the Agreement termination date, in compliance with Rule 73C-23.0051(5), F.A.C and the terms of this Agreement.

The Subrecipient shall closeout its use of the CDBG-DR funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds, further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 C.F.R. part 200, should the Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 C.F.R. part 200, and submitted to DEO no later than nine months from the end of the Subrecipient's fiscal year. If the Subrecipient did not meet the audit threshold, an **Audit Certification Memo**, Form SC-47, must be provided to DEO no later than nine months from the end of the Subrecipient's fiscal year.
5. A copy of the **Audit Compliance Certification** form, Attachment K, must be emailed to audit@deo.myflorida.com within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.
6. The **Section 3 Summary Report**, form HUD-60002, must be completed and submitted through DEO's eCDBG reporting system by July 31, annually. The form must be used to report annual accomplishments regarding employment and other economic opportunities provided to persons and businesses that meet section 3 requirements.
7. Request for Funds must be submitted as required by DEO and in accordance with the ***Project Description and Deliverables, Project Detail Budget and Activity Work Plan***.

8. All forms referenced herein are available online or upon request from DEO's grant manager for this Agreement.

Attachment I – Warranties and Representations

Financial Management

The Subrecipient's financial management system must comply with the provisions of 2 C.F.R. part 200 (and particularly 2 C.F.R. 200.302 titled "Financial Management"), section 218.33, F.S., and the rules promulgated thereunder, Rule 73C-23.0051(1), F.A.C., and include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. The Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 C.F.R. part 200 (and particularly 2 C.F.R. 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 C.F.R. §§ 200.318-200.326 and be conducted in a manner providing full and open competition. The Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

The Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Subrecipient. (*See* 2 C.F.R. § 200.318(c)(1).)

Business Hours

The Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by the Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Subrecipient.

Attachment J – Audit Requirements

The administration of resources awarded by DEO to the Subrecipient may be subject to audits and/or monitoring by DEO as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F (Audit Requirements) and section 215.97, F.S., as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR part 200, as revised, and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by DEO staff to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Subrecipient is a State or local government or a non-profit organization as defined in 2 CFR 200, as revised.

1. In the event that the Subrecipient expends \$750,000 or more in federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR 200 Subpart F (Audit Requirements), as revised. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200 Subpart F (Audit Requirements), as revised.
3. If the Subrecipient expends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised, is not required. In the event that the Subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).
4. Although 2 CFR 200 Subpart F (Audit Requirements) does not apply to commercial (for-profit) organizations, the pass-through entity has an obligation to ensure that for-profit subrecipients that expend \$750,000 or more in federal awards must comply with federal awards guidelines (see 2 CFR 200.501(h)). Additionally, for-profit entities may be subject to certain specific audit requirements of individual federal grantor agencies.

Additional Federal Single Audit Act resources can be found at:

PART II: STATE FUNDED

This part is applicable if the Subrecipient is a non-state entity as defined by section 215.97(2), F.S.

1. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient, the Subrecipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other than State entities).

Additional information regarding the Florida Single Audit Act can be found at:

<https://apps.fldfs.com/fsaa/>

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with 2 CFR 200 Subpart F (Audit Requirements), as revised, and required by PART I of this Exhibit Agreement shall be submitted by or on behalf of the Subrecipient directly to each of the following at the address indicated:
 - A. Department of Economic Opportunity
Financial Monitoring and Accountability (FMA)

The copy submitted to the FMA section should be sent via email to: FMA-RWB@deo.myflorida.com

- B. The Federal Audit Clearinghouse designated in 2 CFR 200 Subpart F (Audit Requirements), as revised, electronically at: <https://harvester.census.gov/facweb/>
2. Copies of audit reports for audits conducted in accordance with 2 CFR 200 Subpart F (Audit Requirements), as revised, and required by Part I (in correspondence accompanying the audit report, indicate the date that the Subrecipient received the audit report); copies of the reporting package described in Section .512(c), 2 CFR 200 Subpart F (Audit Requirements), as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Exhibit must be sent to DEO at the addresses listed in paragraph three (3) below.
 3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the Subrecipient directly to each of the following:

A. DEO at the following address:

Electronic copies: Audit@deo.myflorida.com

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us

4. Any reports, management letter, or other information required to be submitted to DEO pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200 Subpart F, 215.97 F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients and subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient/subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of six (6) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, the Chief Financial Officer (CFO), or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The Subrecipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor

General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO.

Exhibit 1 to Attachment J – Funding Sources

Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency: U.S. Department of Housing and Urban Development

Federal Funds Obligated to Subrecipient: \$45,837,520

Catalog of Federal Domestic Assistance Title: Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii

Catalog of Federal Domestic Assistance Number: 14.228

Project Description: Funding is being provided for needed infrastructure improvements to benefit low- and moderate-income persons residing in the Subrecipient's jurisdiction.

This is not a research and development award.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. The Subrecipient shall perform its obligations in accordance with sections 290.0401- 290.048, F.S.
2. The Subrecipient shall perform its obligations in accordance with 24 C.F.R. §§ 570.480 – 570.497.
3. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Subrecipient shall perform the obligations in accordance with chapter 73C-23, F.A.C.
5. The Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient's Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: *N/A*

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:
N/A

NOTE: Title 2 C.F.R. § 200.331 and section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

Attachment K – Audit Compliance Certification

<i>Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.</i>	
Subrecipient:	
FEIN:	Subrecipient's Fiscal Year:
Contact Name:	Contact's Phone:
Contact's Email:	
<p>1. Did the Subrecipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and the Department of Economic Opportunity (DEO)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, answer the following before proceeding to item 2.</p> <p>Did the Subrecipient expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, the Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.</p>	
<p>2. Did the Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and DEO? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, also answer the following before proceeding to execution of this certification:</p> <p>Did the Subrecipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, the Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.</p>	
<p>By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.</p>	
Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

*Submit an original eCDBG Access Authorization Form with each copy of the contract.
Use the tab key to move between form fields when completing the form electronically.*

Attachment L – eCDBG Access Authorization Form

Recipient Name: St. Johns County	Contract Number: H2338	Funding Source: CDBG-DR
Mailing Address (Street or P.O. Box):		
City, State, and Zip Code:		
Recipient's DUNS #:	Recipient's FEID #:	
<p>Note: A maximum of two employees of the Recipient can be authorized to access eCDBG for this contract. The individuals listed below have been designated to access eCDBG on behalf of the Recipient listed above for the purpose of submitting Requests for Funds (RFFs) and required reports. The eCDBG website address is – http://www.deocdbg.com. If you need to update the names of the individuals who are authorized to access eCDBG for this contract, submit a copy of SC-55, <i>eCDBG Access Authorization Update Form</i>, to DEO. CDBG Program Phone Number: (850) 717-8405.</p>		
Primary User's Name:	Date: _____	_____ Signature
Title:	E-mail Address:	
Secondary User's Name:	Date: _____	_____ Signature
Title:	E-mail Address:	
<p>As the Chief Elected Official of the Recipient, I certify that the above individuals are authorized to submit RFF's and reports through eCDBG on behalf of the Recipient.</p>		
Name:	Date: _____	_____ Signature
Title:		
Additional Payment Information for Processing Requests for Funds		
<input type="checkbox"/> Check here if the Recipient utilizes Electronic Funds Transfer (EFT) from the State of Florida. <input type="checkbox"/> Check here if the Recipient will be working on a reimbursement basis. <input type="checkbox"/> If this signature authority form pertains to a housing rehabilitation grant, check here if your local government will use an escrow account for housing activities.		
<p>CDBG payments to local governments using EFT are automatically deposited in the local government's general account. If the account is interest bearing, the CDBG funds must be transferred to a non-interest bearing account. You can check the status of your deposit at the Comptroller's website: http://flair.dbf.state.fl.us/.</p>		
<p>Local governments not receiving EFT, and not working on a reimbursement basis, must establish a non-interest bearing account. Provide account information for the financial institution (insured by FDIC) below. All signatures on the account must be bonded.</p>		
Name of Financial Institution:	Account Number:	
Address:	Telephone Number: () -	
City, State and Zip Code:		

RESOLUTION NO. 2018-58

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR HIS DESIGNEE, TO IMPLEMENT A SUBRECIPIENT CONTRACT WITH THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY, UNDER THE PROVISIONS OF THE COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) PROGRAM AND TO RECOGNIZE AND APPROPRIATE WITHIN THE FY 2018 COUNTY BUDGET.

RECITALS

WHEREAS, pursuant to Public Law (P.L.) 114-254, the "Further Continuing and Security Assistance Appropriations Act, 2017" and P.L. 115-31, the "Consolidated Appropriations Act, 2017, and the "Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Disaster Recovery Grantees", 81 Fed. Reg. 224 (November 21, 2016); 82 Fed. Reg. 11 (January 18, 2017); and

WHEREAS, the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") has awarded Community Development Block Grant Disaster Recovery (CDBG-DR) funds to Florida Department of Economic Development (hereinafter referred to as "DEO") for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 et seq.) and described in the State of Florida Action Plan for Disaster Recovery

WHEREAS, HUD has awarded the COUNTY a grant in the amount \$45,837,520 of to assist the COUNTY in providing assistance to residents impacted by Hurricane Matthew in accordance with the DEO Action Plan; and

WHEREAS, the aggregate use of CDBG-DR funds shall principally benefit low- and moderate income persons in a manner that ensures at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons; and

WHEREAS, the award of CDBG-DR funds was not anticipated during the adoption of the Fiscal Year 2018 budget and therefore needs to be recognized and appropriated in the amount of \$45,837,520.

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

Section 1. Incorporation of Recitals.

The above recitals are incorporated by reference into the body of this resolution and such recitals are adopted as findings of fact.

Section 2. Approval and Authority to Execute.

The Board of County Commissioners hereby adopts the attached Subrecipient Agreement and authorizes the County Administrator, or his designee, to take the necessary steps to implement the Subrecipient Contract.

Section 3. Recognition of Unanticipated Revenue.

The Board of County Commissioners recognizes and appropriates unanticipated revenue in the amount of \$45,837,520 into the General Fund and authorizes its expenditure by the CDBG-DR Program.

Section 4. Correction of Errors.

To the extent that there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this resolution, this resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County this 20th day of February, 2018.

BOARD OF COUNTY
COMMISSIONERS OF ST. JOHNS
COUNTY

By: _____

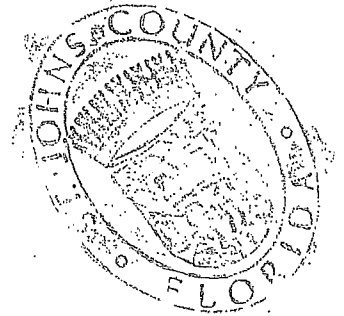
Henry Dean, Chair

ATTEST: Hunter S. Conrad, Clerk

By: _____

Deputy Clerk

RENDITION DATE 2/21/18



**AMENDMENT ONE
TO COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR)
SUBGRANT AGREEMENT
BETWEEN
THE DEPARTMENT OF ECONOMIC OPPORTUNITY
AND
ST. JOHNS COUNTY, FLORIDA**

On March 1, 2018, the State of Florida, Department of Economic Opportunity ("DEO"), and St. Johns County, Florida ("Subrecipient"), entered into Agreement H2338 for \$45,837,520.00 in Community Development Block Grant Disaster Recovery (CDBG-DR) funds to assist with recovery efforts from storm-related damage due to Hurricanes Hermine and/or Matthew. DEO and the Subrecipient are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, Section (4), Modification of Agreement, provides that any amendment to the Agreement shall be in writing and duly signed by the Parties thereto; and

WHEREAS, the Parties want to amend the Agreement as set forth herein in order to ensure compliance with all applicable laws, rules, and regulations;

NOW THEREFORE, the Parties agree as follows:

- 1. Attachment F – State and Federal Statutes, Regulations, and Policies, Paragraph X titled "Section 3 of the Housing and Urban Development Act of 1968", page 37 of the Agreement, is hereby deleted in its entirety and replaced with the following:**

X. Section 3 of the Housing and Urban Development Act of 1968

1. Section 3(b)(2) of the 1937 Act, 42 U.S.C. § 1437a (b)(2)(A) defines the term "low-income families" to mean: "families [including single persons] whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families."
2. Section 3(b)(2) of the 1937 Act, 42 U.S.C. § 1437a (b)(2)(B) defines the term "very low-income families" to mean: "families [including single persons] whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50

AGREEMENT NUMBER: H2338

per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes".

3. Compliance

The Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC § 1701u, and carry out its implementing regulations at 24 CFR part 135. The Subrecipient shall include the following "Section 3 clause" from 24 CFR 135.38 in every "Section 3 covered contract" (as defined in 24 CFR 135.5).

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u titled "Economic Opportunities for Low- and Very Low-Income Persons" (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

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- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
 - F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
4. Recipients of HUD federal financial assistance shall meet the following hiring and contract numerical goals to achieve compliance with Section 3 as found at 24 CFR 135.30 titled "Numerical goals for meeting the greatest extent feasible requirement":

24 CFR 135.30 (b)(3). Recipients of section 3 covered community development assistance, and their contractors and sub contractors (unless the contract or subcontract awards do not meet the threshold specified in § 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to employ section 3 residents as:

- (i) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;
- (ii) 20 percent of the aggregate number of new hires for the one year period beginning in 1996; and
- (iii) 30 percent of the aggregate number of new hires for the one year period beginning in FY 1997 and continuing thereafter.

24 CFR 135.30 (c) *Contracts*. Numerical goals set forth in paragraph (c) of this section apply to contracts awarded in connection with all section 3 covered projects and section 3 covered activities. Each recipient and contractor and subcontractor (unless the contract or subcontract awards do not meet threshold



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specified in § 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to award to section 3 business concerns:

- (1) At least 10 percent of the total dollar amount of all section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
- (2) At least three (3) percent of the total dollar amount of all other section 3 covered contracts.

2. All other terms, conditions, and provisions of the Agreement remain in effect.

IN WITNESS THEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement H2338, as amended. This Amendment is effective on the date the last Party signs this Amendment.

ST. JOHNS COUNTY, FLORIDA	FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
SIGNED: 	SIGNED: 
MICHAEL D. WANCHICK COUNTY ADMINISTRATOR	CHRIS PEARY CHIEF OF STAFF
DATE: <u>7-10-18</u>	DATE: <u>7.30.18</u>

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

**OFFICE OF THE COUNTY ATTORNEY
ST. JOHNS COUNTY, FLORIDA**

**OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC
OPPORTUNITY**

By: 

By: C. Haack

Approved Date: 7-6-18

Approved Date: 7-24-2018

**AMENDMENT THREE
 TO COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY
 SUBGRANT AGREEMENT
 BETWEEN
 THE DEPARTMENT OF ECONOMIC OPPORTUNITY
 AND
 ST. JOHNS COUNTY, FLORIDA**

Res 2019-280

On March 1, 2018, the State of Florida, Department of Economic Opportunity ("DEO"), and St. Johns County, Florida ("Subrecipient"), entered into Grant Agreement H2338 ("Agreement") for \$45,837,520 in Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to assist with recovery efforts from storm-related damage due to Hurricanes Hermine and/or Matthew.

WHEREAS; Section (4), Modification of Agreement, of the Agreement provides that any amendment to the Agreement shall be in writing executed by the Parties thereto; and

WHEREAS, the Parties wish to amend the Agreement as set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

- 1. The first WHEREAS paragraph of the Agreement shall be deleted in its entirety and replaced as follows:**

WHEREAS, pursuant to Public Law (P.L.) 114-254, the "Further Continuing and Security Assistance Appropriations Act, 2017" and P.L. 115-31, the "Consolidated Appropriations Act, 2017, (hereinafter jointly referred to as the "Appropriation Acts"), and the "Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant - Disaster Recovery Grantees", FR-5989-N-01 (November 21, 2016); FR-6012-N-01 (January 18, 2017); and FR-6039-N-01 (August 7, 2017) (hereinafter collectively referred to as the "Federal Register Guidance"), the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") has awarded Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to DEO for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 *et seq.*) and described in the State of Florida Action Plan for Disaster Recovery (hereinafter referred to as the "Action Plan"). DEO is hereinafter referred to from time to time as "Grantee".

2. Section (2) is hereby deleted in its entirety and replaced as follows:

(2) Incorporation of Laws, Rules, Regulations and Policies. The Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations, including but not necessarily limited to, the Federal laws and regulations set forth at 24 CFR Part 570, and the State's Action Plan.

3. Sections (5), (6), and (7) are hereby deleted in their entirety and replaced as follows:

(5) Records.

(a) The Subrecipient's performance under this Agreement shall be subject to 2 C.F.R. part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives shall have access to any of the Subrecipient's books, documents, papers and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Subrecipient shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Subrecipient will provide to DEO all necessary and appropriate financial and compliance audits in accordance with Paragraph (6) titled "Audit Requirements" and Attachments J and K herein and ensure that all related party transactions are disclosed to the auditor.

(e) The Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement. Subrecipient shall comply with 24 C.F.R. 570.490, which provides, in part, records of the State and units of general local government, including supporting documentation, shall be retained for the greater of three years from closeout of the grant to the state, or the period required by other applicable laws and regulations as described in section 570.487 and section 570.488. The Subrecipient shall further ensure that audit working papers are available upon request for the duration of the record retention period, unless extended in writing by DEO. The requirement set forth in this paragraph is consistent with the subrecipient's obligation to comply with HUD's recordkeeping requirements and does not address recordkeeping obligations that may exist for the subrecipient exclusive of its CDBG-DR requirements. The record retention period may be extended for the following reasons:

1. Litigation, claim or audit initiated before the record retention period expires or extends beyond the record retention period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for three (3) years after final disposition.

3. Records relating to real property acquired shall be retained for three (3) years after the closing on the transfer of title.

(f) The Subrecipient shall maintain all records and supporting documentation for the Subrecipient and for all contractors, subcontractors and consultants paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations.

(g) The Subrecipient shall either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that the Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (21)(e), Repayments.

(h) The Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(i) The Subrecipient shall include the aforementioned recordkeeping requirements in all approved contracts, subcontracts, and assignments.

(6) Audit Requirements

(a) The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. part 200 if it expends seven hundred fifty thousand dollars (\$750,000) or more in Federal awards from all sources during its fiscal year.

(b) Within sixty (60) calendar days of the close of the fiscal year, on an annual basis, the Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@deo.myflorida.com, and DEO's grant manager; a blank version of which is attached hereto as Attachment K. The Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Subrecipient.

(c) In addition to the submission requirements listed in Attachment J titled "Audit Requirements", the Subrecipient shall send an electronic copy of its audit report to DEO's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-DR subgrant.

(d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 CFR 200.512, when such provisions are applicable to this Agreement.

(7) Reports.

(a) The Subrecipient shall provide DEO with all reports and information set forth in Attachment H titled "Reports." The monthly reports and administrative closeout reports must include the current status and progress of the Subrecipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement. Upon request by DEO, the Subrecipient shall provide additional program updates or information. If all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are properly completed. DEO may also take other action as stated in Paragraph (12) Remedies or otherwise allowable by law.

4. Section (14) is hereby deleted in its entirety and replaced as follows:

(14) Citizen Complaints. The goal of the State is to provide an opportunity to resolve complaints in a timely manner, usually within fifteen (15) business days as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

Applicants are allowed to appeal program decisions related to one of the following activities:

- (a) A program eligibility determination;
- (b) A program assistance award calculation; and
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal through the Office of Disaster Recovery email at CDBG-DR@deo.myflorida.com or submit by postal mail to the following address:

Attention: Office of Disaster Recovery
Florida Department of Economic Opportunity
107 East Madison Street
The Caldwell Building, MSC 400
Tallahassee, Florida 32399

DEO will handle citizen complaints by conducting:

- (a) Investigations, as necessary;
- (b) Resolution; and
- (c) Follow-up actions.

If the complainant is not satisfied by the Subrecipient's determination or DEO's response, then the complainant may file a written appeal by following the instructions issued in the letter of response. If, at the conclusion of the appeals process, the complainant has not been satisfied with the response, a formal complaint may then be addressed directly to the regional HUD at:

Department of Housing & Urban Development
Charles E. Bennett Federal Building
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

The Florida Office of Disaster Recovery operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

5. Section (16) is hereby deleted in its entirety and replaced as follows:

(16) Notice and Contact.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of DEO's Grant Manager for this Agreement is:

Henry Muñoz
107 East Madison Street – MSC 400
Tallahassee, FL 32399-6508
Telephone: 850-717-8406
Henry.Munoz@deo.myflorida.com

(c) The name and address of the Local Government Project Contact for this Agreement is:

Joseph Giammanco
500 San Sebastian View
St. Augustine, FL 32084
Telephone: 904-209-0152
Fax: 904-209-0153
jgiammanco@sjcfl.us

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in Paragraph (16) above.

6. Section (20) is hereby deleted in its entirety and replaced as follows:

(20) Funding/Consideration.

(a) The funding for this Agreement shall not exceed Eighty-Nine Million Six Hundred Thirty-Two Thousand One Hundred Twenty Dollars and Zero Cents (\$89,632,120.00) subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.

(b) DEO will provide funds to the Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, the Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.

(c) By execution of this Agreement, the Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-DR program for which the Subrecipient receives funding from DEO. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance and the terms of this Agreement. The Subrecipient agrees to comply with all the terms and conditions of Attachment D titled "Program and Special Conditions".

(d) The Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.

(e) The Subrecipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Subrecipient set forth on the SERA Access Authorization Form, Attachment K, to this Agreement, must approve the submission of each Request for Funds ("RFF") on behalf of the Subrecipient.

(f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-DR funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, or the State Chief Financial Officer, all obligations on the part of DEO to make any further payment of funds will terminate and the Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package within thirty (30) calendar days from receipt of notice from DEO.

(h) The Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by the Subrecipient. The Subrecipient shall send an employee or an elected official representative to DEO's Implementation Workshop in order to receive training and/or information pertaining to the practical implementation of this Agreement. DEO shall reimburse the travel costs of the representative in accordance with section 112.061, F.S.

7. Sections (28) and (29) are hereby deleted in their entirety and replaced as follows:

(28) Program Income.

(a) The Subrecipient shall report to DEO all program income (as defined at 24 C.F.R. § 570.500(a) or in the Federal Register Guidance governing the CDBG-DR funds) generated by activities carried out with CDBG-DR funds made available under this Agreement as part of the Subrecipient's Monthly Progress Report. The Subrecipient shall use program income in accordance with the applicable requirements of 2 C.F.R. part 200, 24 C.F.R. part 570.504, and the terms of this Agreement.

(b) Program income generated after closeout shall be returned to DEO. Program income generated prior to closeout shall be returned to DEO unless the program income is used to fund additional units of CDBG-DR activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

(29) National Objectives

All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG program's National Objectives. The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

- (a) Benefit to low- and moderate- income persons;
- (b) Aid in prevention or elimination of slums or blight; or
- (c) Meet a need having particular urgency (referred to as urgent need).

8. Attachment A – Project Description and Deliverables is hereby deleted in its entirety and replaced as follows:

- I. **PROJECT DESCRIPTION:** The Subrecipient will utilize CDBG-DR subgrant funds awarded under this Agreement to assist residents throughout St. Johns County. St. Johns County will use CDBG-DR

funds to principally benefit low- and moderate-income persons in a manner that ensures that at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons. Funds will be used for economic revitalization and infrastructure activities, and identify how any remaining unmet housing needs will be addressed or how its economic revitalization and infrastructure activities will contribute to the long-term recovery and restoration of housing in the most impacted and distressed areas.

St. Johns County will conduct all program design and implementation services necessary to mobilize and launch its production implementation systems to support programs and projects to help people, properties and communities recover from storm related damage due to Hurricanes Hermine and/or Matthew. St. Johns County will offer a range of services including, a Housing Program, Multi-Family New Construction Program, and Infrastructure Program.

A. Housing Program

1. Housing Rehabilitation and Reconstruction Program

St. Johns County will mobilize and launch a Homeowner Services Project to help owner-occupants of one (1) to four (4) unit residential properties recover from storm related damage due to Hurricanes Hermine and/or Matthew. The Housing Rehabilitation and Reconstruction Program supplements other funds the owner may have received for recovery. Assistance will be provided to eligible homeowners under a variety of housing activities including: repair and elevation; reconstruction of properties, repair or replacement of damaged manufactured homes or mobile home units (MHUs), temporary relocation of homeowners (and, if necessary, tenants), and mortgage payment assistance.

The Housing Rehabilitation and Reconstruction Program will provide:

- Optional temporary relocation assistance, including storage of personal property, on a limited basis for those forced to move from their homes due to construction.
- Home rehabilitation to applicants based on the extent of damage to the home.
- Replacement of MHUs, which will be limited to situations where local zoning/building permits, or federal requirements, such as environmental regulations, will allow the replacement of the original, hurricane-damaged structure with a like structure.
- Standard, basic amenities to make a home decent, safe and sanitary.

Luxury items, including but not limited to, granite (or other high-end) countertops, high-end appliances, stone flooring, garage door openers, security systems, swimming pools, fences, and television satellite dishes are not eligible under the Program.

Construction must adhere to green building standards and Resilient Home Standards. All improvements are required to meet minimum housing construction standards as evidenced by compliance with local building codes. Awards will be determined based on the estimated construction cost of the scope of work, based on a standard grade of building materials, and less any confirmed duplication of benefits documented.

The Housing Rehabilitation and Reconstruction Program will provide these services to approximately 310 properties and will comply with HUD's cost reasonableness requirements.

Funds will be used to address remaining unmet housing recovery needs of Low- and Moderate-Income (LMI) households and to support the long-term recovery and restoration of housing in the most impacted and distressed areas. St. Johns County shall ensure this activity directly addresses the national objective to benefit Low- and Moderate-Income Persons.

2. Voluntary Buyout Program

St. Johns County will mobilize and launch a Voluntary Buyout Program (property acquisition) to assist eligible applicants that own homes located in the Special Flood Hazard Area (SFHA), and a site inspection has determined that elevation of the home would not substantially mitigate the threat of a future flooding. Eligible owners would receive an offer from St. Johns County to purchase the specified property, less any confirmed duplication of benefits documented, through a voluntary acquisition process. In order to be eligible for assistance through the Voluntary Buyout Program, applicants must own property that is located in the SFHA and the property was deemed substantially damaged as a result of Hurricane Matthew.

The goal of the Voluntary Buyout Program is to acquire contiguous properties to be used for open space, recreational, natural floodplain functions, other ecosystem restoration, or wetlands management practices. Properties purchased through the Voluntary Buyout Program would be deed restricted to remain green space in perpetuity.

The Voluntary Buyout Program will provide these services to approximately eight (8) properties (also referred to as "units"). The maximum sales price to be paid by St. Johns County is an amount estimated not to exceed the pre-disaster fair market value for the land and structure. St. Johns County will obtain a certified appraisal to determine the pre-disaster fair market value of the property. St. Johns County shall ensure this activity directly addresses the national objective to benefit Low- and Moderate-Income Persons.

B. Multi-Family New Construction Program

St. Johns County will mobilize and launch an Affordable Rental Housing Project to construct two new Supportive Housing complexes, each complex will have an Integrated Service Center. The completed projects will increase the affordable rental housing stock and enhance access to social services for the County's LMI vulnerable populations. St. Johns County shall ensure this activity meets the national objective to benefit Low- and Moderate-Income Persons and abides by the guidance within the State's Action Plan.

1. State Road 207 Supportive Housing Complex and Integrated Service Center

St. Johns County will invest CDBG-DR funds to develop and construct an estimated five (5) residential apartment buildings with approximately 80 total units of new construction rental housing, which is located at a 13.53-acre site accessed directly from State Road 207. The rental housing project will also include associated parking, sidewalks, park, open space areas and storm water ponds.

St. Johns County will also invest CDBG-DR funds to develop and construct an Integrated Service Center, which consists of an estimated two (2) separate buildings at the same site location as the State Road 207 Supportive Housing Complex. The Integrated Service Center will provide social

services to residents of the State Road 207 Support Housing Complex and to LMI vulnerable populations, such as those experiencing homelessness and/or at risk of homelessness, in St. Johns County. Services may include assistance with housing, medical, dental, administrative offices, food pantry, kitchen facilities, meeting space, and other related services. The Integrated Service Center will also serve as an emergency and evacuation shelter during inclement weather.

2. Hastings Supportive Housing Complex and Integrated Service Center

St. Johns County will invest CDBG-DR funds to develop and construct an estimated five (5) residential apartment buildings with approximately 80 total units of new construction rental housing, which is located at a proposed site location. The rental housing project will also include associated parking, sidewalks, open space areas and storm water ponds.

St. Johns County will also invest CDBG-DR funds to develop and construct an Integrated Service Center, which consists of an estimated one (1) separate building at the same proposed site location for the Hastings Supportive Housing Complex. The Integrated Service Center will provide social services, community gatherings, a library, and shelter services to area residents of the Hastings Support Housing Complex and to LMI vulnerable populations, such as those experiencing homelessness and/or at risk of homelessness, in St. Johns County. Services may include assistance with housing, medical, dental, administrative offices, food pantry, kitchen facilities, meeting space, and emergency and evacuation shelter during inclement weather.

C. Infrastructure Program

St. Johns County will mobilize and launch an Infrastructure Recovery Project to assist in the recovery from storm related damage due to Hurricanes Hermine and/or Matthew. St. Johns County shall ensure this activity meets the national objective to benefit Low- and Moderate-Income Persons.

1. The range of services offered shall include:

- a. Roadway Reconstruction/Repair – Reconstructing/repairing of County roadway substantially damaged from the storm.
- b. Storm-sewer conveyance capacity improvements – Increasing the capacity of existing storm-sewer infrastructure that were inadequate based on flooding during the storm event.
- c. Storm water and drainage improvements – Increasing the capacity of existing storm water and drainage infrastructure that was inadequate based on flooding during the storm event; including construction of new storm water ponds and/or storm water pump systems.
- d. Replacement of sanitary sewer pipes – Replacement of gravity sanitary sewer pipes damaged during the storm event.
- e. In-place repair sanitary sewer pipes – In-place repair via sliplining/waterproofing of gravity sanitary sewer pipes that were damaged during the storm event.
- f. Sanitary Sewer Pump Stations – Repair of sanitary sewer pump stations damaged during the storm event.
- g. Wastewater Treatment Facility (WWTF) – Improve the surge capacity of the WWTF.

2. St. Johns County will complete the following schedule of drainage and sewer improvements infrastructure projects:

- a. Armstrong Road Stormwater Drainage Improvements

The project area is located off of State Road 207 along the length of Armstrong Road, and portions of Harvey Avenue and Moccasin Creek Lane. Armstrong Road is the only access road to residents in the immediate project benefit area. It is the only way residents can access the emergency evacuation route (SR 207).

The activity proposed in this service area involves design of stormwater system improvements (new pipes, inlets/manholes appropriately located and sized, new retention pond), and roadway reconstruction as needed. These proposed activities will greatly alleviate flooding by of the storm sewer system and more efficiently direct stormwater runoff.

The scope of work to be carried out in the project area is as follows:

- i. Planning
 - a Contractor Procurement
 - b Environmental Review
 - c Verify current storm water collection system information
- ii. Design
 - a Develop topographic survey
 - b Drainage calculation
 - c Obtain permits
 - d Develop Construction Plans
- iii. Construction
 - a Increase storm water channel capacity
 - b Replace failing culverts
 - c Mill and resurface roads on either side of the culvert replacements, regrade roads as needed
 - d Construction of new conveyance system to direct storm water
 - e Constructing of new storm water pond

b. Ave D / Tart Rd / Big Oak Rd Drainage Improvements

The project area is located along Avenue D, Tart Road, and Big Oak Road. The project is located just west of Route 1 near the Northeast Florida Regional Airport. The homes in the project area are lower than the roads, therefore significantly impacting homes during the storm.

The activity proposed in this service area includes replacing Corrugated Metal Pipes (CMPs) with Reinforced Concrete Pipes (RCPs), increasing pipe sizes, adjusting inverts, and reshaping conveyance swales and ditches to provide a positive continuous flow. These proposed activities will greatly alleviate flooding to roads and homes by improving the capacity and efficiency of the storm sewer system and more efficiently directing stormwater runoff.

The scope of work to be carried out in the project area is as follows:

- i. Planning
 - a Contractor Procurement
 - b Environmental Review
 - c Verify current storm water collection system information
- ii. Design
 - a Develop topographic survey
 - b Drainage calculations
 - c Obtain permits

- d Develop Construction Plans
- iii. Construction (Two Phases)
 - a Avenue D & Big Oak Road
 - i Replace Corrugated Metal Pipes (CMPs) with Reinforced Concrete Pipes (RCPs)
 - ii Mill and resurface roads on either side of the culvert replacements, regrade roads as needed
 - iii Reshaping conveyance swales and ditches
 - b Tart Road
 - i Replace Corrugated Metal Pipes (CMPs) with Reinforced Concrete Pipes (RCPs)
 - ii Mill and resurface roads on either side of the culvert replacements, regrade roads as needed
 - iii Reshaping conveyance swales and ditches
- c. Big Soeey Drainage and Conveyance Improvements

The project area is located near East St. Johns Avenue. E St Johns Avenue does not have an existing drainage system and was built below the mean annual peak stage of the adjacent wetland to the East. The area south of St. Johns Street drains into a large low area, which then has water conveyed north to ultimately discharge under St Johns Avenue into the St. Johns River. The storm water is conveyed along the Big Soeey ditch North towards St. Johns River. The activity proposed in this service area will involve improvements to the drainage ditches and conveyance structures, which feed into the Big Soeey Drainage ditch. Improvements will help relieve flooding that impact residents of the Hastings area. Improvements will also be made to the hydraulic capacity of the culvert crossings and the Big Soeey ditch to alleviate flooding in the area. It will also increase the hydraulic capacity of the Big Soeey channel between North Main Street and East Ashland Avenue.

The scope of work to be carried out in the project area is as follows:

 - i. Complete an Environmental Review of the project area
 - ii. Procure a design contractor to develop project plans
 - iii. Procure a contractor to perform the construction
 - iv. Obtain permits as needed for construction of storm water system improvements
 - v. Raise the roadway on E St. Johns Avenue and N. Orange Street south of E St. Johns Avenue
 - vi. Construct a new roadway drainage system under the raised roadways
 - vii. Replace the existing culvert under North Main Street and Wilson Road
 - viii. Replace Corrugated Metal Pipes (CMP) with triple Elliptical Reinforced Concrete Pipe (ERCP)
 - ix. Mill and resurface damaged roadways on either side of the replaced culverts
 - x. Widen the Big Soeey channel
- d. Cypress Rd Stormwater Drainage Improvements

The project area is located near the intersection of St. Augustine Boulevard and Cypress Road, approximately 0.4 miles east of the Moultrie Creek crossing at State Road 207. The area is also known as Fox Creek.

The activity proposed in this service area includes construction of a stormwater collection system along the roadway to capture runoff from the roadway and adjacent properties.

The scope of work to be carried out in the project area are as follows:

- i. Planning
 - a Contractor Procurement
 - b Environmental Review
 - c Verify current storm water collection system information
- ii. Design
 - a Develop topographic survey
 - b Drainage calculations
 - c Obtain permits
 - d Develop Construction Plans
- iii. Construction
 - a Increase storm water channel capacity
 - b Replace culverts
 - c Mill and resurface roads on either side of the culvert replacements, regrade roads as needed
 - d Construction of a new conveyance system to direct storm water based on construction plans

c. S. Holmes Blvd Drainage Improvements

The project area is located along South Holmes Boulevard and proposed improvements include: improve the drainage between South Holmes Boulevard and Smith Street south of West King Street; improve the drainage between South Holmes Boulevard and South Volusia Street along W 15th Street, Collier Boulevard, and Puryear Street; improving the drainage between Volusia Street and Duval Street between 7th and 13th Streets.

The activity proposed in this service area includes improvements consist of increasing the capacity of the storm water drainage system within portions of several neighborhoods of the service benefit area. The project will improve approximately 11,714 linear feet within the storm water drainage system. In addition, approximately 1,280 linear feet of pond improvements is proposed to collect and disperse storm water runoff.

The construction of the project is broken down into four phases: College Park, Clark Addition, Collier Heights, and Spanish Trail. The scope of work to be carried out in the project area is as follows:

- i. Planning
 - a Contractor Procurement
 - b Environmental Review
 - c Verify current storm water collection system information
- ii. Design
 - a Develop topographic survey
 - b Drainage calculations
 - c Obtain permits
 - d Develop Construction Plans
- iii. Construction
 - a Increase storm water channel capacity

- b Replace the existing Elliptical Corrugated Metal Pipes (ECMP) with double 48" Elliptical Reinforced Concrete Pipe (ERCP)
- c Mill and resurface roads on either side of the culvert replacements, regrade roads as needed
- d Construction of a new conveyance system to direct storm water based on construction plans
- e Expanding the existing pond and constructing a new storm water conveyance system to the pond
- f Constructing a new storm water pond and new piped drainage system (The new storm water pond will be approximately 1.5 acres)

f. Kings Rd / Kings Estate Rd Drainage Improvements

The project area is located along Kings Road and Kings Estate Road.

The existing storm water infrastructure is inadequate for the developed area. In order to alleviate future flooding, this project proposes capacity improvements to the culverts under Kings Estate Road and Kings Road. The drainage improvements will also ensure first responders can effectively access residents and respond to any health and safety needs during rain events; as well allow residents to safely travel to work, schools, and stores during storm events.

The scope of work to be carried out in the project area are as follows:

i. Planning

- a. Complete an Environmental Review of the project area
- b. Procure a design contractor to develop project plans
- c. Verify current storm water collection system information
- d. Procure a contractor to perform the construction

ii. Design

- a. Develop topographic survey
- b. Conduct drainage calculations
- c. Obtain permits as needed for construction of storm water system improvements
- d. Develop Construction Plans

iii. Construction

- a. Replace Corrugated Metal Pipe (CMP) with double Reinforced Concrete Pipe (RCP)
- b. Mill and resurface roads on either side of the culvert replacements, regrade roads as needed

g. Lake Maria Sanchez Flood Mitigation HMGP Match

The project area is located in the City of St. Augustine's core (approximately 200 acres), surrounding Lake Maria Sanchez. The City of St. Augustine is undertaking a flood mitigation project in the central portion of the City. The project has been funded with Hazard Mitigation Grant Program (HMGP) funding and CDBG-DR funds will be used as a 25% match for the project.

The project will provide an enhanced level of flood protection from increasing high tide events, storm surge, and future sea level rise by incorporating a combination of strategies: tidal backflow prevention valves, a new pump station, bulkhead, and stormwater conveyance improvements.

The scope of work to be carried out in the project area is as follows:

- i. Install Tidal Backflow prevention valves
- ii. Construct and install a new stormwater pump station
- iii. Install stormwater bulkhead
- iv. Construct stormwater conveyance improvements along Granada, Cordova, and Bridge Streets to Lake Maria Sanchez

h. S. Orange St Drainage Improvements

The project area is located along South Orange Street. The activity proposed in this service area includes construction of a stormwater collection system along the roadway to capture runoff from the roadway and adjacent properties. The runoff will be conveyed to an existing pond located at the southernmost end of South Orange Street. The drainage area associated with this improvement project incorporates approximately 40 residential properties along South Orange Street and the intersecting roadways.

The scope of work to be carried out in the project area is as follows:

- i. Planning
 - a. Contractor Procurement
 - b. Environmental Review
 - c. Verify current storm water collection system information
- ii. Design
 - a. Develop topographic survey
 - b. Drainage calculations
 - c. Obtain permits
 - d. Develop Construction Plans
- iii. Construction
 - a. Replace culverts
 - b. Mill and resurface roads on either side of the culvert replacements, regrade roads as needed
 - c. Constructing a new stormwater collection system in accordance with plans

i. N. Rodriguez St Drainage Improvements

The project area is located in the Oyster Creek watershed, near North Rodriguez Street and West King Street. The existing drainage system along Cathedral Place to N. Rodriguez Street and continuing east to the railroad tracks was impacted stormwater that bypassed and overtopped the system flooding single-family homes along the way.

The activity proposed in this service area involves performing an engineering study of the area, design and build improvements and/or modifications to the existing drainage system to alleviate flooding and provide proper drainage of the area.

The scope of work to be carried out in the project area is as follows:

- i. Planning
 - a. Contractor Procurement
 - b. Environmental Review
 - c. Verify current storm water collection system information
 - ii. Design
 - a. Develop topographic survey
 - b. Drainage calculations
 - c. Obtain permits
 - d. Develop Construction Plans
 - iii. Construction
 - a. Increase storm water channel capacity
 - b. Replace culverts
 - c. Mill and resurface roads on either side of the culvert replacements, regrade roads as needed
 - d. Construction of new conveyance system to direct storm water in accordance with plans
 - e. Constructing a new storm water pond in accordance with plans
- j. Santa Rosa Stormwater Drainage Improvements
- The project area is located in the area of the Santa Rosa subdivision along Murillo Avenue, Estrada Avenue down through Masters Drive.
- The existing storm water infrastructure is undersized and inadequate for the developed area. This project proposes to relieve flooding issues in the drainage basin south of SR 16, improve the conveyance along Murillo Avenue and Estrada Avenue, and create conveyance capacity improvements at the Masters Drive outfall. This project will help alleviate flooding issues that would potentially inhibit access to a primary emergency evacuation route (SR 16).

The scope of work to be carried out in the project area is as follows:

- i. Planning
 - a. Complete an Environmental Review of the project area
 - b. Procure a design contractor to develop project plans
 - c. Verify current storm water collection system information
 - d. Procure a contractor to perform the construction
- ii. Design
 - a. Develop topographic survey
 - b. Perform drainage calculations
 - c. Obtain permits as needed for construction of storm water system improvements
 - d. Develop construction plans
- iii. Construction
 - a. Construct a new system to direct storm water toward the San Sebastian River
 - b. Add new culverts along Arthur Street

- c. Replace the existing 15" and 18" culverts with 24" RCP along Abbey Avenue, Varella Avenue, El Rey Avenue, and Menecal Avenue
 - d. Construct a new Reinforced Concrete Pipe (RCP) system along Estrada Avenue from El Ray Avenue to Murillo Avenue
 - e. Upsize the existing RCP outfall to the San Sebastian River
 - f. Construct additional RCP along Murillo Avenue
 - g. Replace the existing culverts with double box culverts. The new culverts will have headwalls that are out of the clear zone.
 - h. Mill and resurface roads on either side of the culvert replacements, regrade roads as needed
- k. Hastings Phases I, II, III Sewer Improvements
- The waste water treatment system including pipes and treatment plant suffered severe damage due to excessive flooding. Much of the existing pipe network is made up of Vitrified Clay Pipe (VCP). The increased flooding from the storm events caused groundwater inflow and infiltration which overloaded the sanitary sewer system. Wastewater Treatment Facility (WWTF) pump reports indicated the system far surpassed its functional capacity during Hurricane Matthew causing severe stress and overflow to the entire system. These proposed activities will alleviate sanitary sewer system overflows by improving the condition of the sanitary sewer system. The project is broken into three phases:
- i. Phase I involves inspecting the existing sanitary sewer and applying cured in place pipe (CIPP) liner.
 - a. Clean and inspect approximately 36,982 LF of sanitary sewer
 - b. Install Cast In-Place liner (CIPP) on approximately 14,943 LF of vitrified clay sewer (VCP)
 - c. Restore approximately 50 manholes within the collection system
 - ii. Phase II involves the repair and rehabilitation of three lift stations.
 - a. Repair and rehabilitate three sanitary sewer lift stations, which will include:
 - i. Bypass Pumping
 - ii. Demolition of old lift station
 - iii. Installation of interior pump guide rails and accessories
 - iv. Replacement of pumps
 - v. Relining existing wet wells and manhole
 - vi. New force main piping, valves, and appurtenances and connection to existing force main
 - vii. Installation of permanent diesel engine backup pump
 - viii. Installation of disconnect switch and emergency generator receptacle
 - ix. Electrical and instrumentation
 - x. Fencing and site work
 - iii. Phase III involves expanding the surge capacity of the WWTF.
 - a. Planning
 - i. Contractor Procurement
 - ii. Environmental Review
 - iii. Verify current WWTF system information
 - b. Design

- i Develop and evaluate surge capacity alternatives
- ii Design calculation
- iii Obtain permits
- iv Develop Construction Plans
- c Construction
 - i Mobilization
 - ii Constructing new facility components in accordance with plans

All three project phases will include:

- i. Complete environmental review of the project area
- ii. Procure a design contractor to develop project plans
- iii. Procure a contractor to perform the construction
- iv. Obtain permits as needed for construction

II. **SUBRECIPIENT RESPONSIBILITIES:** The Subrecipient shall timely perform the Deliverables and Tasks described in the Scope of Work herein, and in doing so, the Subrecipient shall comply with all the terms and conditions of this Agreement. The Subrecipient shall agree to provide and maintain a written budget ("Project Detail Budget") subject to the approval of DEO, which shall identify the maximum reimbursement allowed for the Deliverables and Tasks described in Section IV. - Deliverables. The Subrecipient shall also agree to provide and maintain an Activity Work Plan, in conformity with the current example attached hereto as Attachment C, detailing activities involved in the successful completion of the Deliverables and Tasks described in the Scope of Work herein. The Activity Work Plan must be approved by DEO prior to beginning work on activities identified in the Activity Work Plan and before any reimbursement request will be approved. The Project Detail Budget and the Activity Work Plan may be subsequently modified by the unilateral determination of DEO or by mutual consent of the parties.

A. CDBG-DR Program Design and Implementation

St. Johns County will conduct the program design and implementation services necessary to mobilize and launch its production implementation systems to support the programs and projects identified in the Scope of Work, Section I, to help people, properties and communities recover from storm related damage due to Hurricanes Hermine and/or Matthew, including:

1. Complete any necessary Procurement, Engagement of Vendors, and Closing procedures for services for proposed improvements identified in the Scope of Work, which may include the following components:
 - Prepare statement of work for contractor bid;
 - Prepare and advertise procurement documents;
 - Pre-construction site visit;
 - Review and respond to procurement questions;
 - Revise bid documents, as necessary;
 - Review submissions and select contractor;
 - Conduct debarment check and contractor licensing;
 - Award bid;
 - Execute agreement with contractor;
 - Review and modify agreement and award amounts;

- Closing coordination;
 - Prepare and receive escrow, as applicable.
2. Complete program/project design and process maps and plans for launch of project and program services identified in the Scope of Work including:
 - Applicant Case Management;
 - Procurement Plan;
 - Construction Management;
 - Property Management;
 - Operations Management Plan;
 - Staffing Plan and Organization Chart;
 - Finance, Compliance and Reporting.
 3. Develop and operate an Interim system record and applicant case and construction project tracking system.
 4. Complete and submit update of unmet needs data assessment for Housing Program, Multi-Family New Construction Program, and Infrastructure Program.
 5. Complete and submit revised project budget detail based on updated unmet needs assessment.
 6. Provide ongoing project implementation and compliance management supervision, support and reporting services.
 7. Perform Intake of applicants and assist in process, which may include the following components:
 - Intake registration and application processing;
 - Phone calls and/or in-person meetings with applicants;
 - Assist applicants with proper documentation;
 - Review and analyze submitted documentation;
 - Analyze for priority, as applicable.
 8. Perform Eligibility analysis for proposed improvements identified in the Scope of Work, which may include the following components:
 - Perform application authorizations;
 - Policy and procedure development;
 - Perform damage assessment and cost estimates;
 - Service area eligibility determination;
 - Confirm ownership;
 - Confirm primary residence;
 - Identify priority status;
 - Identify tieback to disaster;
 - Income Certifications;
 - National Objectives Determination;
 - Determine activity eligibility;
 - Confirm eligibility of prospective occupants to the affordable rental activity.
 9. Perform Duplication of Benefits (DOB) analysis for proposed improvements identified in the Scope of Work, which may include the following components:
 - Perform Federal Emergency Management Agency (FEMA) data analysis;
 - Perform U. S. Small Business Administration (SBA) data analysis;

- Perform National Flood Insurance Program (NFIP) data analysis;
 - Perform Private Insurance data analysis;
 - Perform other assistance analysis;
 - Analyze spent funds;
 - Verify funds were spent for their intended purpose;
 - Analysis of local funding source;
 - Complete DOB review;
 - Complete DOB final worksheet.
10. Perform Review and Approval of applicants for proposed improvements identified in the Scope of Work, which may include the following components:
- Review applicant files for completeness;
 - Determine final applicant eligibility/award amount;
 - Issue grant award to eligible applicant;
 - Applicant appeal process.
11. Complete Environmental Review Record (ERR) for proposed improvements identified in the Scope of Work, which may include the following components:
- Analyze applicant housing to determine proper ERR;
 - Inspection of property;
 - Inspection of project site;
 - Complete tier 1 review;
 - Complete tier 2 review;
 - Complete phased reviews and environmental assessments;
 - Complete and analyze lead-based paint testing, as applicable;
 - Complete and analyze asbestos testing, as applicable.
12. Perform Final Scope and Feasibility assessment for proposed improvements identified in the Scope of Work, which may include the following components:
- Revise scope for State Historic Preservation Office (SHPO) requirements;
 - Revise scope for lead-based paint mitigation, as applicable;
 - Revise scope for asbestos mitigation, as applicable;
 - Revise scope for elevation requirements, as applicable;
 - Revise scope for unforeseen repairs (Housing Quality Standards, building code requirements, etc.);
 - Analyze for cost reasonableness and feasibility of the project;
 - Complete and review final inspection reports.
13. Comply with applicable Reporting requirements, which may include the following:
- Labor standards;
 - Environmental review;
 - Section 3;
 - Uniform Relocation Act.

B. Housing Program

1. Housing Rehabilitation and Reconstruction Program
 - a. Complete all necessary Temporary Relocation Assistance for the proposed improvements identified in the Scope of Work, Section I.A., which may include the following components:
 - Document eligibility of expenses;
 - Distribute funds.
 - b. Complete Construction of proposed rehabilitation and/or reconstruction improvements identified in the Scope of Work, Section I.A., which may include the following components:
 - Notice to Proceed (NTP);
 - Contractor obtains all permits and utility costs;
 - Conduct inspections (based on a percentage complete when requesting payment);
 - Conduct final walkthrough;
 - Process payments.
 - c. Complete grant agreement Closeout Package
 - Complete final inspection report;
 - Review project files prior to final closeout;
 - Compile and submit closeout documentation.

2. Voluntary Buyout Program
 - a. Complete all necessary Closing for the proposed activities identified in the Scope of Work, Section I.A., which may include the following components:
 - Conduct title and lien searches;
 - Uniform Relocation Act compliance, when applicable
 - Recording fees
 - Perform homeowner buyout
 - Perform homeowner incentives, as applicable
 - Execute closing documents.
 - b. Complete Demolition of activities identified in the Scope of Work, Section I.A., which may include the following components:
 - Notice to Proceed (NTP);
 - Contractor obtains all permits and utility costs;
 - Conduct inspections (based on a percentage complete when requesting payment);
 - Conduct final walkthrough;
 - Process payments.
 - c. Complete grant agreement Closeout Package
 - Complete final inspection report;
 - Review project files prior to final closeout;
 - Compile and submit closeout documentation.

C. Multi-Family New Construction Program

1. State Road 207 Supportive Housing Complex and Integrated Service Center

- a. Complete Construction of proposed new multi-family construction improvements and integrated service center identified in the Scope of Work, Section I.B., which may include the following components:
 - Development of plans and design;
 - Notice to Proceed (NTP);
 - Contractor obtains all permits and utility costs;
 - Conduct inspections (based on a percentage complete when requesting payment);
 - Monitoring and construction management of the project;
 - Construction of facility;
 - Conduct final walkthrough;
 - Process payments;
 - Lease up of constructed units and certification of occupancy;
 - Property management assignment and performance.
 - b. Complete grant agreement Closeout Package
 - Complete final inspection report;
 - Review project files prior to final closeout;
 - Compile closeout documentation.
2. Hastings Supportive Housing Complex and Integrated Service Center
 - a. Complete Construction of proposed new multi-family construction improvements and integrated service center identified in the Scope of Work, Section I.B., which may include the following components:
 - Development of plans and design;
 - Notice to Proceed (NTP);
 - Contractor obtains all permits and utility costs;
 - Conduct inspections (based on a percentage complete when requesting payment);
 - Monitoring and construction management of the project;
 - Construction of facility;
 - Conduct final walkthrough;
 - Process payments;
 - Lease up of constructed units and certification of occupancy;
 - Property management assignment and performance.
 - b. Complete grant agreement Closeout Package
 - Complete final inspection report;
 - Review project files prior to final closeout;
 - Compile closeout documentation.

D. Infrastructure Program

1. Drainage
 - a. Complete all necessary Engineering Services for the proposed infrastructure improvements identified in the Scope of Work, Section I.C., which may include the following components:
 - Provide a cost estimate of the project;
 - Assess sites for the project;

- Develop the plan drawings for the project;
 - Site surveys;
 - Environmental testing;
 - Property surveys, detailed description of sites, maps, drawings, or estimates related to them, assistance in negotiating for land and easement rights;
 - Gather necessary data and file maps;
 - Conduct environment assessments or environmental impact statements;
 - Conduct activities required to obtain state and federal regulatory agency construction permits;
 - Design hookups;
 - Engineering specialties such as electrical, hydro-geological services, biologists, heating, ventilation, and air conditioning (HVAC).
- b. Complete Construction of proposed infrastructure improvements identified in the Scope of Work, Section I.C., which may include the following components:
- Notice to Proceed (NTP);
 - Site clearing;
 - Contractor obtains all permits and utility costs;
 - Replacement of culverts;
 - Construction of drainage improvements listed in the scope of work;
 - Expansion and/or construction of stormwater ponds;
 - Conduct inspections (based on a percentage complete when requesting payment);
 - Process payments.
- c. Complete grant agreement Closeout Package
- Engineering certifications;
 - Complete final inspection report;
 - Review project files prior to final closeout;
 - Compile closeout documentation.
2. Sewer
- a. Complete all necessary Engineering Services for the proposed infrastructure improvements identified in the Scope of Work, Section I.C., which may include the following components:
- Provide a cost estimate of the project;
 - Assess sites for the project;
 - Develop the plan drawings for the project;
 - Site surveys;
 - Environmental testing;
 - Property surveys, detailed description of sites, maps, drawings, or estimates related to them, assistance in negotiating for land and easement rights;
 - Gather necessary data and file maps;
 - Conduct environment assessments or environmental impact statements;
 - Conduct activities required to obtain state and federal regulatory agency construction permits;
 - Design hookups;

- Engineering specialties such as electrical, hydro-geological services, biologists, heating, ventilation, and air conditioning (HVAC).
- b. Complete Construction of proposed infrastructure improvements identified in the Scope of Work, Section I.C., which may include the following components:
 - Notice to Proceed (NTP);
 - Site clearing;
 - Contractor obtains all permits and utility costs;
 - Replacement of culverts;
 - Construction of drainage improvements listed in the scope of work;
 - Expansion and/or construction of stormwater ponds;
 - Conduct inspections (based on a percentage complete when requesting payment);
 - Process payments.
- c. Complete grant agreement Closeout Package
 - Engineering certifications;
 - Complete final inspection report;
 - Review project files prior to final closeout;
 - Compile closeout documentation.

III. **DEO RESPONSIBILITIES:** DEO shall receive and review the Deliverables and, upon DEO's acceptance of the Deliverables and receipt of the Subrecipient's pertinent invoices in compliance with the invoice procedures of this Agreement, DEO shall process payment to the Subrecipient in accordance with the terms and conditions of this Agreement.

IV. **DELIVERABLES:** The Subrecipient agrees to provide the following services as specified:

Deliverable 1	Minimum Level of Service (to submit for request for payment)	Financial Consequences
CDBG-DR Program Design and Implementation The Subrecipient shall complete eligible Project Deliverable Tasks as detailed in Section II.A.	The Subrecipient shall be reimbursed upon completion of a minimum of one Project Deliverable Task as detailed in Section II.A; per payment request, as evidenced by invoice(s) noting completed tasks with supporting documentation (such as payroll, invoices from contractors, etc.) as applicable.	Failure to perform minimum level of service shall result in nonpayment for this deliverable for each payment request.
Deliverable 2	Minimum Level of Service (to submit for request for payment)	Financial Consequences
Housing Program The Subrecipient shall complete eligible Project Deliverable Tasks as detailed in Section II.B.	The Subrecipient shall be reimbursed upon completion of a minimum of one Project Deliverable Task as detailed in Section II.B; per payment request, as evidenced by invoice(s) noting completed tasks with supporting documentation, as applicable. The Subrecipient shall be reimbursed upon completion of a minimum of 15 percent of the rehabilitation/reconstruction activities for each project. As evidence of percent completion, the Subrecipient shall provide completed documentation of percent complete for the housing unit and the	Failure to perform minimum level of service shall result in nonpayment for this deliverable for each payment request.

	associated costs, signed by the contractor and certified by the housing specialist or building inspector for the project.	
Deliverable 3	Minimum Level of Service (to submit for request for payment)	Financial Consequences
Multi-Family New Construction The Subrecipient shall complete eligible Project Deliverable Tasks as detailed in Section II.C.	The Subrecipient shall be reimbursed upon completion of a minimum of one Project Deliverable Task as detailed in Section II.C; per payment request, as evidenced by invoice(s) noting completed tasks with supporting documentation, as applicable. The Subrecipient shall be reimbursed upon completion of a minimum of 10 percent of the new construction activities. As evidence of percent completion, the Subrecipient shall provide completed documentation of percent complete for the unit and the associated costs, signed by the contractor and certified by the architect.	Failure to perform minimum level of service shall result in nonpayment for this deliverable for each payment request.
Deliverable 4	Minimum Level of Service (to submit for request for payment)	Financial Consequences
Infrastructure Program The Subrecipient shall complete eligible Project Deliverable Tasks as detailed in Section II.D.	The Subrecipient shall be reimbursed upon completion of a minimum of one Project Deliverable Task as detailed in Section II.D; per payment request, as evidenced by invoice(s) noting completed tasks with supporting documentation, as applicable. The Subrecipient shall be reimbursed upon completion of a minimum of 10 percent of overall project as detailed in the Project Deliverable Tasks section below. As evidence of percent completed, the Subrecipient shall provide a payment package signed by the contractor and certified by the engineer performing inspection services for the project, documenting the costs for which reimbursement is being requested, and noting overall percent completion of the project.	Failure to perform minimum level of service shall result in nonpayment for this deliverable for each payment request.
AWARD AMOUNT NOT TO EXCEED \$89,632,120.00		

9. All other terms and conditions remain in effect.

IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement H2338, as amended. This Amendment is effective on the date the last Party executes this Amendment.

ST. JOHNS COUNTY	DEPARTMENT OF ECONOMIC OPPORTUNITY
SIGNED: 	SIGNED: 
MICHAEL D. WANCHICK	KEN LAWSON
COUNTY ADMINISTRATOR	EXECUTIVE DIRECTOR
DATE: 9/19/19	DATE: 9-27-19

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

LEGALLY SUFFICIENT

Name: _____
Date: 9/18/19

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: 

Approved Date: 9/26/19





St. Johns County Board of County Commissioners

Purchasing Division

January 6, 2020

ADDENDUM #1

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: **RFP 20-17; Development Partner(s) for
CDBG-DR Multi-family Affordable Housing Projects**

This Addendum #1 is issued to further respondents' information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and return each signed Addendum with their submitted proposal as provided in the RFP.

Clarifications/Revisions:

The deadline for submittal and opening of proposals for RFP No. 20-17 shall be revised to February 6, 2020 by or before 4:00 PM (EST).

Acknowledgment

Signature and Date

Printed Name/Title

Company Name (Print)

Sincerely,

A handwritten signature in blue ink that reads "April Bacon".

April Bacon

Disaster Recovery Procurement Coordinator

END OF ADDENDUM NO. 1



St. Johns County Board of County Commissioners

Purchasing Division

January 16, 2020

ADDENDUM #2

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: **RFP 20-17; Development Partner(s) for
CDBG-DR Multi-family Affordable Housing Projects**

This Addendum #2 is issued to further respondents' information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and return each signed Addendum with their submitted proposal as provided in the RFP.

Questions/Answers:

1. Household income mix among very low, low, moderate and middle income households?
Answer: Fifty-one percent (51%) of total units must meet HUD's guidelines for Low-Moderate Income (LMI) criteria. The remaining forty-nine percent (49%) can be offered at Market Rates.
2. Unit mix of required bedrooms and bath types?
Answer: Unit mix should follow standard industry configurations. The preference is towards having a greater amount of two (2) and three (3) bedroom units and less one (1) bedroom units.
3. Issuance of the RFP occurred on December 19, 2019 and proposals must be submitted by January 23, 2020. This is allowing for 35 days to respond during the busiest holiday season of the year. Will you kindly consider extending the deadline to February 21, 2020?
Answer: The submittal date was extended to February 6, 2020 by Addendum #1.
4. If a Proposer has a large enough site, may we propose two facilities on one site?
Answer: No.
5. May one Development Partner propose two facilities on different sites?
Answer: Respondents may propose one or two facilities. The location preference for the proposed facilities is provided in the RFP.
6. The RFP encourages Proposers to consider sites eligible for affordable housing facilities to look closely at the intersection of SR 207 and Wildwood Drive; and the former town of Hastings, FL. Does the County own land in this area? And, if so, would you consider amending the RFP to include a "Notice of Disposition" if any of these parcels are available for development under RFP No. 20-17?
Answer: St. Johns County does not own these sites, so no Notice of Disposition is necessary. These Low to Moderate Income (LMI) areas are the preferred areas to consider, however, other LMI areas may be proposed.

7. Does the Evaluation Criteria give greater points to a site at the intersection of SR 207 and Wildwood Drive; and the former town of Hastings, FL over others within St. Johns County, FL?
Answer: No.
8. RFP was finalized 12/19/19 and published on Demand star 12/21/19. Response deadline is 1/23/20. Considering the holiday season, response time is less than 30 days. Does the county have a standard for minimum response time for answering a RFP?
Answer: See the response to Question #3.
9. Related to question #1, Does the county already have a specific property owned or under contract for the affordable housing project?
Answer: Preferred area(s) for facilities have been identified, however, there are no specific sites identified. Please see LOCATION on page 7 of the RFP documents.
10. Is it possible for this deadline to be extended?
Answer: See the response to Question #3.
11. Please provide an estimated time-lines for the committee to score all respondents, hold the public meeting, three (3) top respondents to provide oral presentations and the final selection.
Answer: The evaluation of submitted proposals will be held on 2/13/2020. At this time, no presentations are scheduled, but may be elected after the initial evaluation; the schedule of presentations would be determined at that time.
12. Are you requiring the site plan, appraisal, PH. 1, market study and survey be included in the submittal?
Answer: Yes.
13. We have assembled a team of professionals to respond to RFP 20-17 and are in the process of preparing our submission. However the amount of time given to respond is not adequate to prepare the amount of information requested in the solicitation. The RFP requests a Market Study, Appraisal and Phase I Environmental Site Assessment. These reports alone will take a minimum of 30-45 days to complete. The RFP was also issued right before several holidays making it even more difficult to meet the January 23rd submission deadline. In addition to the 3rd party reports, a concept plan must be developed by our team and the 1/23 submission date is a very short timeframe to prepare a quality plan.
Answer: See the response to Question #3.
14. We are respectfully requesting you to consider extending the deadline until at least 2/10.
Answer: See the response to Question #3.
15. I am contacting you regarding RFP NO: 20-17 DEVELOPMENT PARTNER(S) FOR CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITIES. Please consider amending or adding to the project to include peer review inspections for plans and specifications, phased construction, and post-construction for ADA/ABA/FHA compliance, as applicable.
Answer: Peer reviews will not be done.

Acknowledgment

Signature and Date

Printed Name/Title

Company Name (Print)

Sincerely,



April Bacon,
Disaster Recovery Procurement Coordinator

END OF ADDENDUM NO. 2