ST. JOHNS COUNTY

ST. AUGUSTINE, FLORIDA

BOARD OF COUNTY COMMISSIONERS

District 1 - James K. Johns
District 2 - Jeb S. Smith, Vice-Chair
District 3 - Paul M. Waldron, Chair
District 4 - Jeremiah Ray Blocker
District 5 - Henry Dean

BOARD MEETING AGENDA

County Auditorium
500 San Sebastian View

Michael D. Wanchick, County Administrator
Patrick F. McCormack, County Attorney

Tuesday, February 19, 2019 9:00 AM

Please be sure all cellular devices are turned off for the duration of the County Commission Meeting

REGULAR MEETING

- Call to Order by Chair
- Roll Call by the Clerk of the Court
- Invocation
- Pledge of Allegiance
- Proclamation recognizing February 18-22, 2019 as Food Check-Out Week
- Proclamation supporting Human Trafficking Awareness
- Public Comment
- Deletions to Consent Agenda
- Approval of Consent Agenda
- Additions/Deletions to Regular Agenda
- Approval of Regular Agenda

Presenter - Shannon Acevedo, Senior Supervising Planner

District 1

1. ***Public Hearing*** *** COMPAMD 2018-08 Southwest Quadrant of Race Track Road and St. Johns Parkway (a/k/a Durbin Creek Crossing).** Transmittal hearing for COMPAMD 2018-08, Southwest Quadrant of Race Track Road and St. Johns Parkway to amend the Future Land Use Map designation from Rural/Silviculture (R/S) and Residential-A (Res-A) to Mixed Use District (MD) and Conservation (C) for approximately 71 acres. The Planning and Zoning Agency heard this item on January 17, 2019 and voted 6-1 to recommend approval of the transmittal.

Presenter - Casey Dendor, Planner

District 1

2. ***Public Hearing*** *** COMPAMD 2017-05 Bartram Park PUD.** Transmittal hearing for COMPAMD 2017-05 Bartram Park PUD, a request to modify site specific text Policy A.1.11.1(M)(8)(L) relating to the Bartram Park Planned Unit Development to increase the maximum number of dwelling units from 616 to 646 units for approximately 582 acres of land, located on the north side of Race Track Road and part of the Bartram Park DRI. The applicant is requesting approval to increase the number of units permitted on the site from 616 to 646; density for the site will still meet the permitted density for the Residential-B Future Land Use Map classification, which is two dwelling units per acre. The Planning and Zoning Agency heard the request on December 20, 2018 and voted 5-0 to recommend transmittal based on consistency with the Comprehensive Plan. There was no discussion or public comment during the PZA hearing.

Presenter - Bradley Bulthuis, Senior Assistant County Attorney

3. ***Public Hearing*** *** Second Reading of Foreclosure Registry Ordinance.** At its January 15, 2019 meeting, the Board of County Commissioners heard the first reading of an ordinance providing for registration of defaulted and vacant properties, setting forth certain inspection requirements, establishing minimum security and maintenance standards for registrable properties, and provide for enforcement. During the meeting, members of the Board provided comment and direction to staff regarding the inclusion of abandoned property in the ordinance and possible revisions to requirement of a local property manager and adjustment of certain minimum property maintenance standards. A revised draft ordinance addressing these comments and direction is attached to this agenda item, as well as a redline identifying the changes from the first draft.

4. **Resolution Establishing Defaulted and Abandoned Property Registration Fee.** This item is a companion to the draft ordinance proposed for adoption at this meeting providing for the establishment of a registry of defaulted and vacant properties and a required registration fee to be set by the Board of County Commissioners. Code enforcement staff has determined that a registration fee of $250 for each registrable property would adequately account for the staff time and other costs associated with the registry and related enforcement activities. The attached resolution adopts the proposed registration fee.

Presenter - Jesse Dunn, Director

5. **Parks & Recreational Services Cost & Cost Recovery.** Per a February 6, 2018 Commission meeting discussion, the Commission approved the exploration of cost and cost recovery for certain services including Beach Services, Parks & Recreational Services, Boat Ramp Services, and Library Services. Staff, through previous BCC agenda items and public workshops, has presented cost and cost recovery for Beach Services and Boat Ramp Services. On February 19, 2019, the Office of Management & Budget will present cost and cost-recovery for Parks & Recreational Services.

6. **FY 2020 Board of County Commissioners Budget Calendar and Initial Budget Guidelines.** This Board of County Commissioners (BCC) Budget Workshop held annually, is designed to both inform and establish initial budget guidelines for the upcoming FY 2020 County budget process.

- Commissioners' Reports
- County Administrator's Report
- County Attorney's Report
- Clerk of Court's Report

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Tuesday, February 19, 2019 9:00 AM

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CONSENT AGENDA

1. Motion to approve the **Cash Requirement Report.** *For more information, contact Allen MacDonald, County Finance Director at 819-3669*

2. Motion to adopt Resolution 2019-_____, approving the terms, conditions, provisions, and requirements of **St Johns County's State E-911 State Grant Application** and authorizing the Chair of the Board of County Commissioners to execute the Grant Application on behalf of the County. *For more information, contact Victoria Ogaga, E-911 Supervisor at 904 209-1478*

3. Motion to adopt Resolution 2019-_____, approving the **final plat for Aberdeen of St. Johns Unit Five-B.** *For more information, contact Shalene B. Estes, Application Review Supervisor at 209-0720*

4. Motion to adopt Resolution 2019-_____, approving the **final plat for Worthington Estates Phase II.** *For more information, contact Kelly Schley, Application Review Supervisor at 209-0603*

5. Motion to adopt Resolution 2019-_____, approving the **final plat for Shearwater Phase 2A-3 (Replat).** *For more information, contact Kelly Schley, Application Review Supervisor at 209-0603*

6. Motion to adopt Resolution 2019-_____, authorizing the notice required by Section 336.10, F.S., for a Public Hearing on March 19, 2019 at 9:00am or at a date and time as soon thereafter as possible to hear a request for the vacation of a portion of **Estrella Avenue except that portion of Estrella** lying West of Lot 14, Block G of Araquay Park Unit 2, and that portion of Casa Cola Way lying between the Centerline of Block G of Araquay Unit 2 to the South and Estrella Avenue to the North. *For more information, contact Dick D'Souza, Chief Engineer at 209-0672*

7. Motion to approve the **Ravenswood Village School Concurrency Proportionate Share Mitigation Agreement (CONSCA 2019-01).** *For more information, contact Heather Stahl, Transportation Planner at 904 209-0753*

8. Motion to approve the **2884 N. Fourth Street School Concurrency Proportionate Share Mitigation Agreement (CONSCA 2019-02).** *For more information, contact Heather Stahl, Transportation Planner at 904 209-0753*

9. Motion to authorize the County Administrator, or designee, on behalf of the Growth Management Department, Environmental Division to submit a grant application to the **Florida Department of State, Division of Historical Resources for up to $50,000 to implement the Historic Properties Survey of Hastings** and authorizing the County Administrator, or designee, to execute any, and all, documents associated with the grant application**.** *For more information, contact Mercedes Harrold, Cultural Resource Coordinator at 904 209-0623*

10. Motion to adopt Resolution 2019-_____, approving the terms and conditions for renewal of a **Memorandum of Understanding between St. Johns County Utility Department and St. Johns County Parks and Recreation Department for use of buildings located on West 16th Street and Mizell Road.** *For more information, contact Gail Oliver, Land Management Systems Director at 209-0770*

11. Motion to adopt Resolution 2019-_____, approving the execution of a Subordination of County Utility Interests pursuant to the State of Florida Department of Transportation's request in connection with the **proposed improvements to State Road No. 9.** *For more information, contact Gail Oliver, Land Management Systems, Director at 209-0770*

12. Motion to adopt Resolution 2019-_____, accepting Grant of Easements from certain property owners within **Porpoise Point Subdivision to St. Johns County for drainage purposes.** *For more information, contact Gail Oliver, Land Management Systems, Director at 209-0770*

13. Motion to adopt Resolution 2019-_____, accepting a Special Warranty Deed from **Brisa Residences, LLC.,** to St. Johns County as required in the **Concurrency and Impact Fee Credit Agreement for property located on Lightsey Road.** *For more information, contact Gail Oliver, Land Management Systems, Director at 209-0770*

14. Motion to approve Resolution 2019 -____, (1) authorizing the County Administrator, or designee, to issue and execute a **change order to Waterfront Property Services, LLC dba Gator Dredging, under Bid No: 18-29; Treasure Beach Canal System Dredging,** in an amount not-to-exceed $3,411,200, for the additional services associated with the necessary changes to the scope of work that **will allow for the completion of the project; and (2)** authorizing the County Administrator, or designee, to execute and issue a **deductive change order to Waterfront Property Services, LLC** dba Gator Dredging, under Bid No: 18-29; Treasure Beach Canal System Dredging, **in the event that Staff determines a more cost effective solution** in using the alternative disposal site at Tillman Ridge Landfill, provided all conditions associated with utilizing the site have been met and **approved by FDEP, OCA, and FEMA; and (3) amending the FY 2019 Disaster Recovery revenue and expenditure budget to receive Federal Grant Funding** in an amount up to **$2,055,000, State Grant Funding** in an amount up to **$342,500, and approve the transfer of up to $562,500** from General Fund Reserves to complete this project. *For more information, contact Neal Shinkre, PE, Public Works Director at 904 209-0266*

15. **Motion to declare the attachments as surplus** and authorize the County Administrator, or his designee, to dispose of same in accordance with the Purchasing Policy 308 and Florida Statute 274. *For more information, contact Jaime Locklear, Purchasing Manager at 209-0158*

16. Motion to adopt Resolution 2019-_____, authorizing the County Administrator, or designee, to purchase **OpenGov software at a total purchase price of $392,000** from SHI International Corp, subject to the terms and conditions contained in the Florida State Alternative Contract No. 43230000-NASPO-16-ACS. *For more information, contact Jaime Lockler, Purchasing Manager at 209-0158*

17. Motion to adopt Resolution 2019-_____, authorizing the County Administrator, or designee, to execute a purchase order for one **(1) New Caterpillar 926M Wheel Loader at a total price of $196,156.00 from Ring Power Corporation,** subject to the terms and conditions of the Florida Sheriff's Association Contract No. FSA18-VEH16.0. *For more information, contact Jaime Locklear, Purchasing Manager at 904 209-0158*

18. Motion to adopt Resolution 2019-_____, authorizing the County Administrator, or his designee**, to execute Change Order #1 to Task Order #9 with A.W.A. Contracting Company, Inc. under Bid No. 18-14;** Countywide Roadway Drainage & Infrastructure Maintenance (Master Contract No: 17-MCC-AWA-08972) in the amount of $157,268.25 to complete drainage improvements **on Chestnut Court.** *For more information, contact Jaime Locklear, Purchasing Manager at 904 209-0158*

19. Motion to adopt Resolution 2019-_____, authorizing the County Administrator, or his designee, to award **Bid No: 19-28, Bartram Trail Branch Library Fire Sprinkler Replacement to Island Mechanical Contractor Inc.,** and to execute a contract in substantially the same form and format as attached for completion of work at the lump sum price of $187,223.00. *For more information, contact Jaime Lockler, Purchasing Manager at 209-0158*

20. Motion to adopt Resolution 2019-_____, authorizing the County Administrator, or his designee, to enter into negotiations with the top ranked firm, **Osiris 9 Consulting, LLC under RFQ No: 19-14, Professional Engineering Services for Five (5) CDBG-DR Transportation & Drainage Projects,** and upon successful negotiations, to award and execute a contract in substantially the same form and format as attached hereto with Osiris 9 Consulting, LLC to perform services in accordance with RFQ 19-14. *For more information, contact Jaime Locklear, Purchasing Manager at 904 209-0158*

21. Motion to adopt Resolution 2019- ___ approving and authorizing the Execution of Local Agency Program (LAP) agreement between the Florida Department of Transportation and St. Johns County for the project management of the design phase of **Bishop Estates Road Signing and Pavement Marking improvements.** *For more information, contact Jay Brawley, P.E., AICP, County Engineer at 904 209-0266*

22. Motion to adopt Resolution 2019- _____, approving the terms, conditions and requirements to **Amendment #16 to the Community Based Care contract NJ206** between St. Johns County, Florida and the State of Florida, Department of Children and Families, which inserts the Schedule of Funds for Fiscal Year 2018--2019, and authorizing the County Administrator, or designee to execute the Contract Amendment #16 on behalf of the County and recognize unanticipated revenue of $84,390.00 and authorizing the County Administrator, or his designee, to execute amendments to Contract NJ206, provided that the sole purpose of such amendment is the allocation of additional funding under the contract, and subject to subsequent ratification and budgeting and appropriation of such funds by the Board of County Commissioners. *For more information, contact Shawna Novak, Director, Health and Human Services at 904 209-6089*

23. **Motion to approve the addition of one (1) full time Case Manager position for the Community Based Care (CBC Agency) at $61,395 for salary and benefits.** *For more information, contact Shawna Novak, Director, Health and Human Services at 904 209-6089*

24. Motion to adopt Resolution 2019-_____, approving the terms, conditions and requirements of this contract agreement in an amount not to exceed $35,000.00 per year between St. Johns County and **St. Augustine Youth Services for the operation of the Mobile Crisis Response Team,** authorizing the County Administrator, or designee, to execute a contract agreement substantially in the same form as the attached agreement on behalf of the county. *For more information, contact Shawna Novak, Director, Health and Human Services at 904 209-6089*

25. Motion to adopt the recommendation by the **Tourist Development Council to approve the proposed Arts, Culture and Heritage Funding Program Guidelines** attached hereto, with said guidelines being effective for the Fiscal Year 2020 Program. *For more information, contact Tera Meeks, Director of Tourism & Cultural Events at 904 209-4428*

26. Motion to adopt the recommendation by the **Tourist Development Council** to appropriate $25,000 of FY19 TDT funds, including $15,751 from Category III contingency reserves, to the **City of St. Augustine Beach for the planting of sea oats.** *For more information, contact Tera Meeks, Director of Tourism at 904 209-4428*

27. **Motion to approve transfer up to $45,000 from General Fund Reserves and appropriate to County Admin Budget for ADA compliance.** *For more information, contact Michael Ryan, Director of Communications at 904 209-0549*

28. Motion to approve Minutes:

- 12/18/19, BCC Regular

1	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

2/19/2019

BCC MEETING DATE

TO: **Michael D. Wanchick, County Administrator** **DATE:** **January 23, 2019**

FROM: **Shannon Acevedo, Senior Supervising Planner** **PHONE:** **904 209-0583**

SUBJECT OR TITLE: **COMPAMD 2018-08 Southwest Quadrant of Race Track Road and St. Johns Parkway (a/k/a Durbin Creek Crossing)**

AGENDA TYPE: **Ordinance, Public Hearing**

BACKGROUND INFORMATION:

Transmittal hearing for COMPAMD 2018-08, Southwest Quadrant of Race Track Road and St. Johns Parkway to amend the Future Land Use Map designation from Rural/Silviculture (R/S) and Residential-A (Res-A) to Mixed Use District (MD) and Conservation (C) for approximately 71 acres. The Planning and Zoning Agency heard this item on January 17, 2019 and voted 6-1 to recommend approval of the transmittal.

1. IS FUNDING REQUIRED? No **2. IF YES, INDICATE IF BUDGETED.** No

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE:

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to transmit COMPAMD 2018-08 Southwest Quadrant of Race Track Road and St. Johns Parkway based on four (4) findings of fact.
Motion to deny transmittal of COMPAMD 2018-08 Southwest Quadrant of Race Track Road and St. Johns Parkway based on four (4) findings of fact.

For Administration Use Only:
Legal: PS 2/5/2019 **OMB: DC 2/6/2019** **Admin: DML 2/11/2019**

Growth Management Department

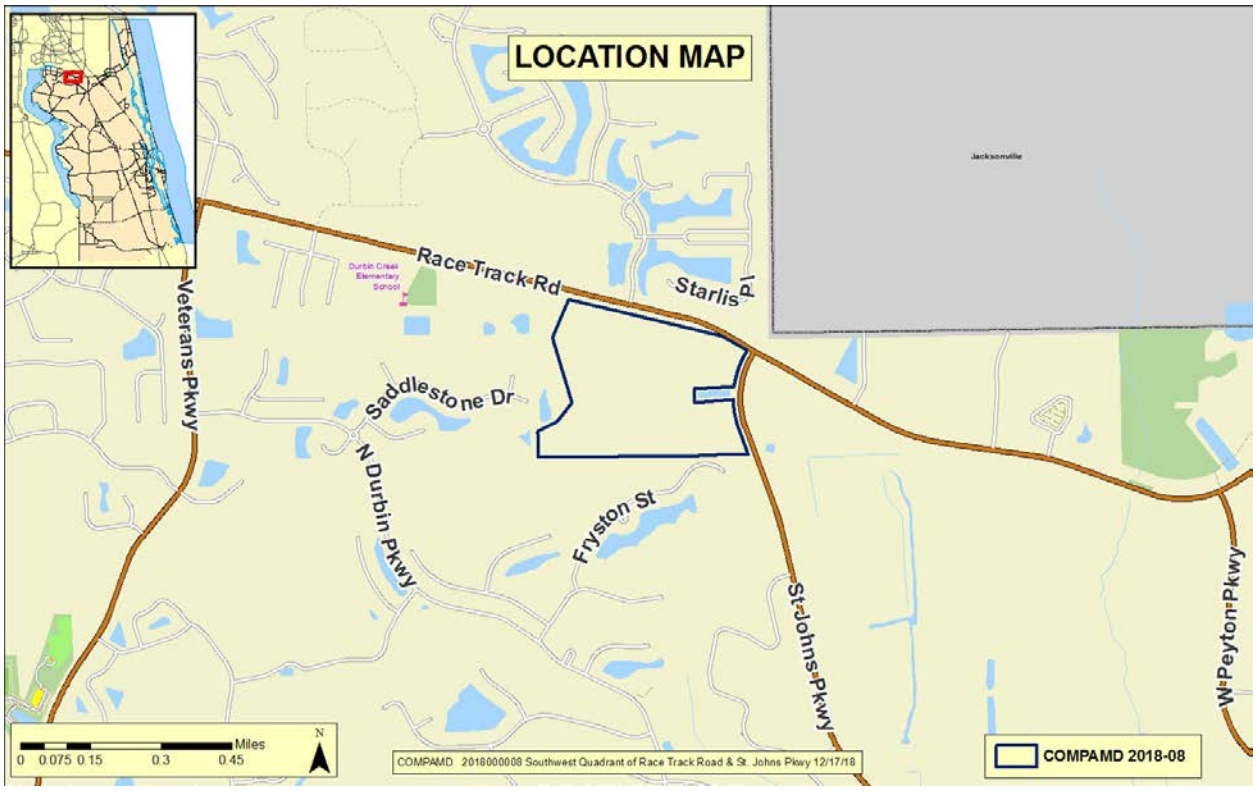
PLANNING DIVISION REPORT

Application for Comprehensive Plan Amendment
File Number: COMPAMD 2018-08 Southwest Quadrant of Race Track Road and St. Johns Parkway

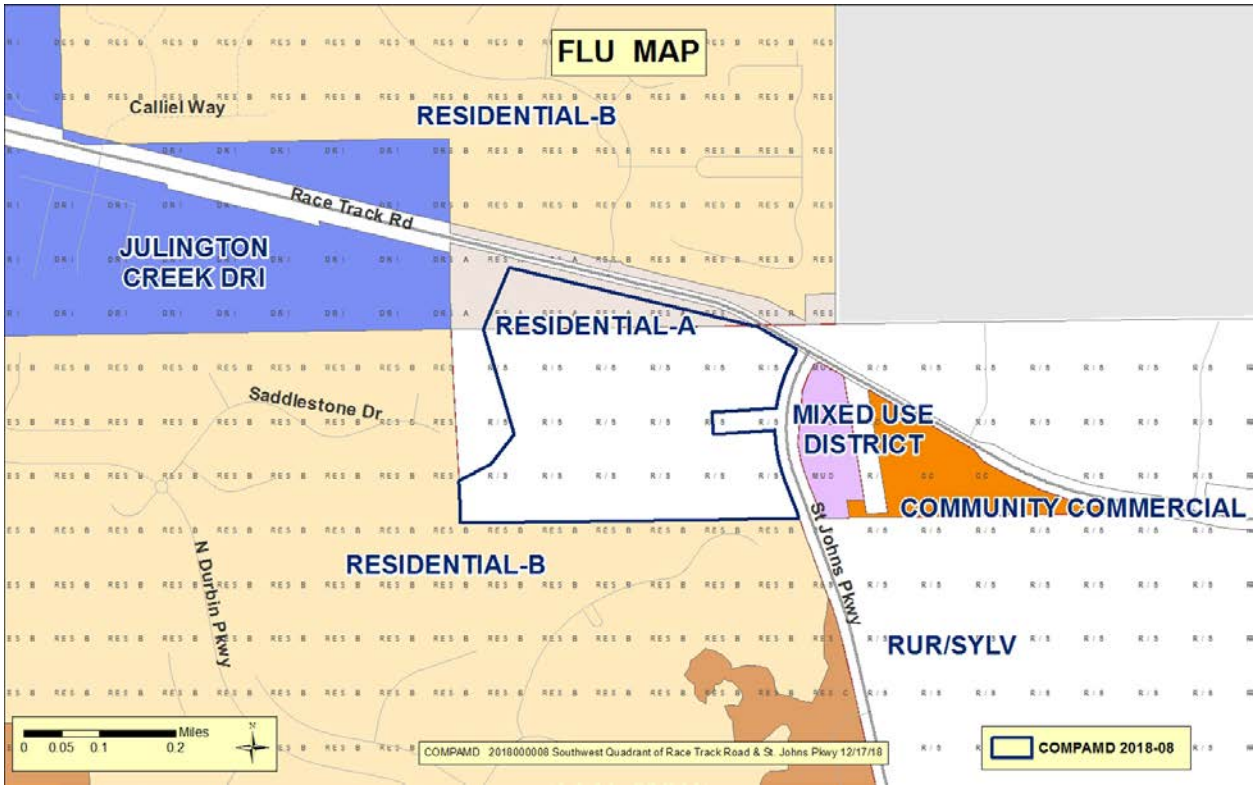
To:	Board of County Commissioners
From:	Shannon Acevedo, Senior Supervising Planner
Date:	January 22, 2019
Subject:	Transmittal hearing for COMPAMD 2018-08, Southwest Quadrant of Race Track Road and St. Johns Parkway to amend the Future Land Use Map designation from Rural/Silviculture (R/S) and Residential-A (Res-A) to Mixed Use District (MD) and Conservation (C) for approximately 71 acres.
Applicant:	Rasmus Holdings, LLLP
Representative:	Rogers Towers Ellen Avery-Smith, Esq.
Hearing dates:	Planning and Zoning Agency – January 17, 2019 Board of County Commissioners – February 19, 2019
Commissioner District:	District 1

MAP SERIES

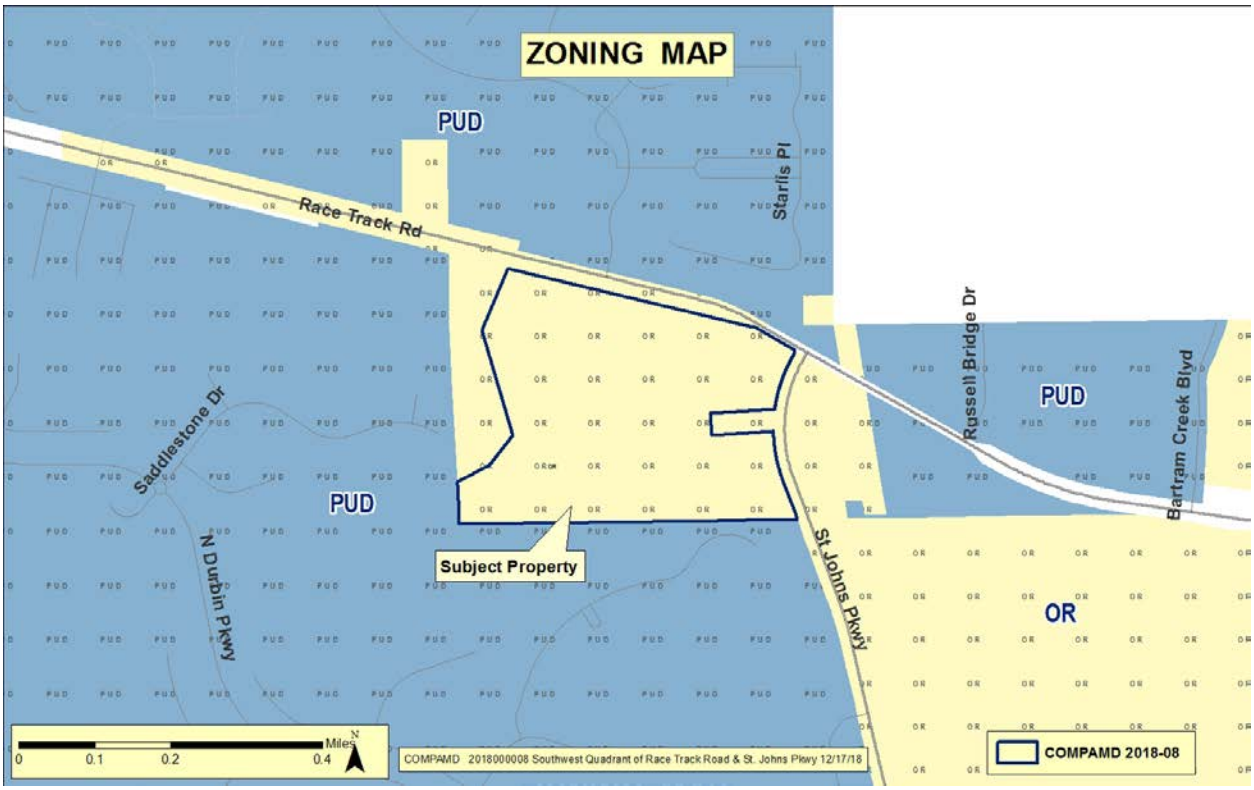
Location: The subject property consists of approximately 71 acres of land and is located on the south side of Race Track Road and the west side of St. Johns Parkway.



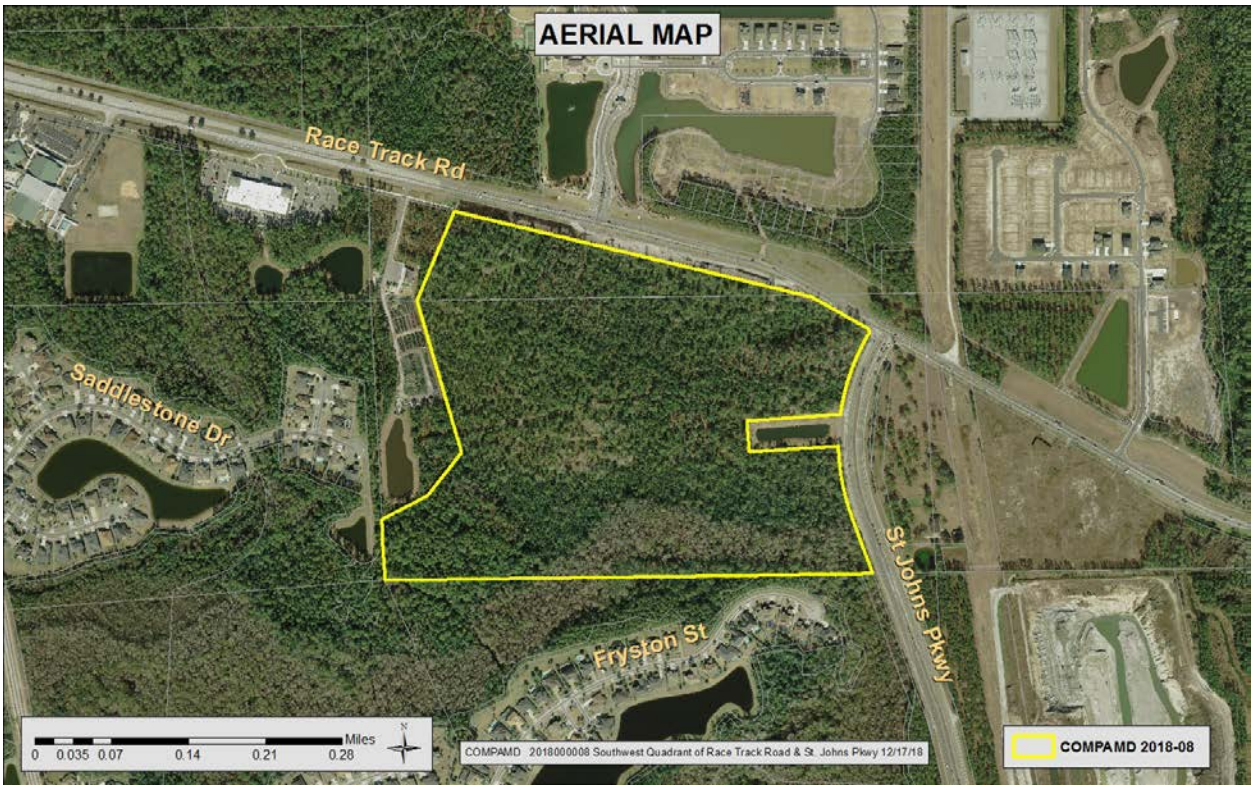
Existing Future Land Use: The subject property and adjacent lands immediately west are designated Rural/Silviculture (R/S) and Residential-A (Res-A) on the Future Land Use Map. Lands south and north on the opposite side of Race Track Road are designated Residential-B. On the east side of St. Johns Parkway is a recently approved Mixed Use District parcel.



Zoning District: The property is zoned Open Rural (OR) and a Planned Unit Development (PUD) will be proposed for the subject property at a later date. Lands to the immediate west are also zoned Open Rural. All other surrounding properties are zoned Planned Unit Development with Bartram Park to the north, Durbin Crossing to the south and west, and Parkway Place to the east.



Aerial Imagery: The subject property is currently vacant and is planned to be accessed by Race Track Road and St. Johns Parkway. There is a landscape nursery immediately west and single family homes developed to the south as well as the north side of Race Track Road. The parcel on the east side of St. Johns Parkway is currently vacant, but is planned for commercial/office development.



APPLICATION SUMMARY

This is a request to amend the Future Land Use Map from Rural/Silviculture (R/S) and Residential-A (Res-A) to Mixed Use District (MD) and Conservation (C) for approximately 71 acres. The request is to accommodate a mixed use development of up to 250,000 square feet of commercial space and 400 multi-family units. This level of development is limited by text amendment, and land uses will be limited to Residential, Neighborhood Business and Commercial, General Business and Commercial, and Office and Professional Services. As part of the land use amendment request, the Applicant will preserve a minimum of 19 acres of contiguous wetlands which connect to Durbin Creek to the north and St. Johns River to the south. This nets 50+ acres to accommodate the residential and commercial uses. The maximum allowable residential density for Mixed Use District (MD) is 13 dwelling units per acre which would allow for approximately 400 units within about 37 acres of land. The remaining 15 acres would accommodate the 250,000 sf of commercial uses at an average of 16,667 square feet per acre.

For context, a conceptual site plan is included depicting the parcels by use, wetlands to be preserved, access points, and edges. The Scenic Edge along Race Track Rd and St. Johns Parkway adjacent to lands planned for commercial use is proposed to be 30 feet wide and planted with enhanced landscaping meeting Policy A.2.1.4. Pursuant to the Comprehensive Plan, Scenic Edges are required to be an average of 75 feet in width along residential developments; the applicant intends to average the Scenic Edge along St. Johns Parkway where Residential and Conservation uses are depicted to meet this policy with the Scenic Edge maintaining a minimum of 30 feet as shown on the site plan. Remaining project boundaries will meet Policy A.2.1.3 which requires a 35 feet wide Development Edge.

The proposed access points do not meet minimum access management standards set forth in the Land Development Code; the site plan accompanying the Comprehensive Plan Amendment is for reference only and does not grant rights to the access points as depicted. A non-zoning variance application has been submitted to address the non-compliant access which is under staff review; however, such requests should be incorporated as a waiver within the Planned Unit Development rezoning application so that its appropriateness can be assessed in concert with the proposed Master Development Plan text and map. Access variances are critically linked to the allowable uses, which cannot be determined outside the context of the Planned Unit Development. Staff continues to work with the applicant with respect the timing and appropriateness of the non-zoning variance application.

Impact Review: The proposed development is subject to concurrency review and compliance with Article XI of the Land Development Code prior to construction plan approval. A formal concurrency review will be required for the residential portion of the project and a detailed traffic analysis will be required prior to Construction Plan approval. Concurrency will be determined based on the current availability of public infrastructure.

- Transportation: The proposed development is estimated to generate 758 new PM Peak Hour trips including 646 non-residential trips and 112 residential trips. Staff review of the Comprehensive Plan Amendment analysis indicates significant adverse impact to Race Track Road from Bartram Park Blvd to Bartram Springs Pkwy (Link 78.1). There is currently no immediate commitment to 4-lane this segment of Race Track Road; however, the widening of this segment is required by both the Bartram Park DRI and the Durbin Creek National Development Agreement.
    - Residential Development: Transportation mitigation for significant and adverse impacts to any deficient roadway segment in the project impact area will be required in the formal concurrency review.
    - Non-Residential Development: A detailed site access and operational analysis is required prior to Construction Plan approval to determine if improvements are

needed within the immediate impact area to provide for safe and efficient access to the proposed development. Site access analysis should factor in all project trips at project access locations and the nearest intersection in all directions.

- There were a couple of concerns shared in the staff comments from County Engineering based on the preliminary site plan regarding the location of a directional median opening on CR 2209 and the length of the southbound right turn lane on Race Track Road. These issues will need to be worked out through the Planned Unit Development or Non-Zoning Variance process.

- Potable Water and Sanitary Sewer: The project is served by JEA. A water and sewer letter of availability dated May 30, 2018 confirms that the JEA will be able to meet the water and sewer plant capacity for the project. There is an existing 20'' water main along the southerly side of Racetrack Road adjacent to the property and a 16'' water main along the westerly side of the property. A 16'' sewer force main exists along the easterly side of St. Johns Parkway opposite of the property.

- Schools: The St. Johns County School District has provided a potential impact review for this project which estimates that 208 students will be generated. Of those students, it is estimated that 93.6 will be at the elementary school level, 49.9 will be at the middle school level, and 64.5 will be at the high school level. There is not currently capacity at any level within the Creekside Concurrency Service Area.

- Drainage and Solid Waste: All drainage and solid waste will comply with the applicable County, regional and State requirements. Such compliance is provided at the time of construction plan review at a project-specific level. Solid waste is handled through licensed franchises and will comply with all applicable Federal, State, regional, and local land development regulations and permitting requirements.

DEPARTMENTAL REVIEW

This application was routed to all appropriate reviewing departments. There are no pending staff comments.

Fire Services: The primary fire station location for this project is 10001 Cartwheel Bay. Insurance Services Office (ISO) would assign a rating of Class 3 for this project. ISO's Public Protection Classification (PPC) information plays an important part in the decisions many insurers make affecting the underwriting and pricing of property insurance. ISO analyzes the relevant data and assigns a PPC- grading from 1 (lowest risk) to 10 (highest risk). A higher ISO rating could mean higher homeowner insurance. This information is provided for the consideration of future property owners. It is important to note, St. Johns County Fire Rescue does and will continue to respond to all properties within the County regardless of the ISO rating.

As of August 2016, ISO applies the following classification to properties in St Johns County:
* Class 3- property within 5 road miles of an existing fire rescue station and within 1000 feet of a creditable water supply such as a fire hydrant, suction point, or dry hydrant.
*Class 3X- property within 5 road miles of an existing fire rescue station but beyond 1000 feet of a creditable water supply.
*Class 10W- property beyond 5 road miles but less than 7 road miles from an existing fire rescue station, and has a creditable water source.
*Class 10- property beyond 5 road miles of a recognized fire rescue station.

Planning and Zoning Division Review: The Property is located in an area that is in the midst of an extending Development Area boundary with adjacencies to planned residential developments

such as Durbin Crossing and Julington Creek Plantation and more recently approved non-residential land use amendments along Race Track Road such as the Mixed Use property across the street on the east side of St. Johns Parkway (Parkway Place) as well as the Community Commercial property immediately east of that site (4560 Race Track Road). Nearby are developing multiple use or commercial projects such as Bartram Park and Durbin Park. Given the trend toward development in this node of the Northwest Sector, the proposed amendment appears compatible with the surrounding area.

In addressing Policy A.1.11 to provide for efficient and compact development, the proposed plan would provide for a mixed use development accommodating compact residential development along with office and commercial uses that could serve the area where people live. Providing for a cohesive mixture of uses that are clustered on a site supports Policy A.1.9. Policy A.2.1.1(b) calls for commercial uses to be developed "in nodes along intersections of Major Collector and Arterial roadways." The policy further states that strip development is prohibited. Although the conceptual site plan appears to depict a strip of commercial parcels fronting Race Track Road, the site is located at a major intersection and may be considered a node for the purposes of this policy.

Figure 1: Surrounding Properties Map

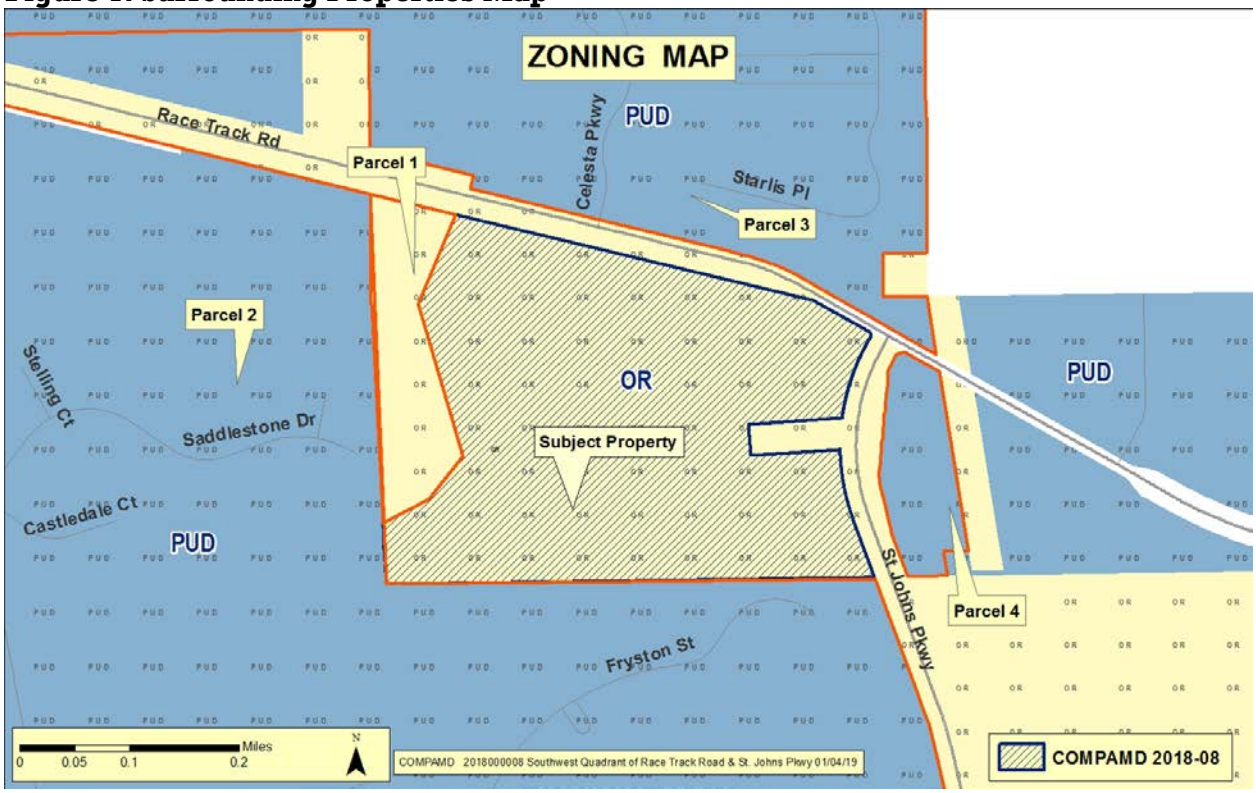


Table 2: COMPAMD 2018-08 Compatibility Analysis					
Criteria	**Subject Property**	**Parcel 1: Immediate West**	**Parcel 2: South and West**	**Parcel 3: North**	**Parcel 4: East**
FLUM	Rural/ Silviculture, Residential-A	Rural/ Silviculture, Residential-A	Residential-B	Residential-A/ Residential-B	Mixed Use
Zoning	Open Rural (future PUD)	Open Rural	Durbin Crossing PUD	Bartram Park PUD	Parkway Place PUD
Proposed/ Present Use	Mixed Use	Landscape Nursery	Single Family Residential	Single Family Residential	Commercial
Area	71 acres	10.6 acres	205 acres	639 acres	7.4 acres
Density/ Intensity	13 du/ac, 250,000 sf	600 sf building	2.6 du/ac	1.6 du/ac	120,000 sf
Max Impervious Surface Ratio	75%	75%	70%	50%	75%
Max Floor Area Ratio	70%	20%	65%	55%	70%

NORTHWEST SECTOR COMMUNITY MEETING

A Northwest Sector Community Meeting was held on November 13, 2018 at the St. Johns County Northwest Service Center. Members from the project team, a staff member from St. Johns County, Commissioner Johns, and two members of the public attended. The project was presented by the applicant's representatives on a general level. Members of the community discussed the uses that will be permitted and some concern was shared about the proposed multi-family development and the impacts the proposed development may bring to school capacity in the area. Traffic generation and capacity was also discussed as well as future improvements to traffic signalization at the intersection of St. Johns Parkway and Race Track Road and construction at 9B.

CORRESPONDENCE

Numerous letters were received in opposition to the proposed project just prior to the Planning and Zoning Agency hearing. Of strongest concern is the lack of school capacity and in particular the overcrowding of Durbin Creek Elementary. Residents in the surrounding area have voiced concerns about the temporary, modular buildings currently employed and the potential rezoning of school district boundaries which would uproot students. Other areas of concern included the impacts to traffic within the surrounding area and impacts to the natural environment including loss of wildlife.

PLANNING AND ZONING AGENCY HEARING

The Planning and Zoning Agency heard this item on January 17, 2019 and voted to recommend approval of the project by a 6-1 vote.

The Agency questioned when the deficient part of Race Track Road will be built. The Applicant could not give a timeframe and explained that there is a development agreement from Durbin National to commit to improving this portion of Race Track Road in Phase 3 of their development, and Bartram Park has a similar financial obligation; it will depend on whichever project is

triggered first to make the investment. The Agency questioned staff on the proposed access, to which staff replied that there are some concerns over the access points. These concerns are being reviewed in a separate application.

Dr. McCormick shared concerns about the impacts to school capacity. He explained that in the past five years, the growth rate for this area has exceeded 5%, and he is not sure the required school mitigation will be enough to build new school infrastructure. The Applicant asserted that the mitigation is likely to be overcompensating the proposed impacts based on the mix of housing types and sizes proposed for the projects. The applicant shared the following expected housing mix and pricing which is planned to include 280 apartments and 120 townhomes:

Housing Type	Mix	Rent/Price
Apartment 1 bed/1 bath	45%	$1,200 - $1,400
Apartment 2 bed/2 bath	37%	$1,600 - $1,750
Apartment 3 bed/2 bath	18%	$2,000 - $2,400
Townhomes	120 units	$225,000 - $235,000

The Applicant responded that the one bedroom/one bathroom apartments are not anticipated to accommodate children. In response to the anticipated price points, Mr. Woodard commented that the housing provided would not likely be affordable for the intended occupants.

There was one public commenter who shared concerns about school capacity and the possibility of reassignment of students, as well as drainage and economic viability. The commenter did express that having the wetland buffer separating the project from the southern residential development was a good idea. There was also a concern expressed about conflicting information on the Adjacent Property Owner Notice that was received. Staff has investigated the original notice and has since edited the language to make the project description more clear and concise, and resent the revised notice to surrounding neighbors.

RECOMMENDED ACTION

Staff recommends transmittal of COMPAMD 2018-08 Southwest Quadrant of Race Track Road and St. Johns Parkway, subject to the four (4) Findings of Fact. These findings are based upon the following information: the application materials, consistency with applicable policies of the Comprehensive Plan, the Land Development Code requirements and other relevant information available to staff. However, findings may be subject to other competent substantial evidence and material received or presented during the public hearing.

ATTACHMENTS

1. Recorded Documents
2. Application and Supporting Documents
3. Northwest Sector Community Meeting
4. Correspondence
5. Applicable Code Provisions and Cited Materials

FINDINGS OF FACT COMPAMD 2018-08 SOUTHWEST QUADRANT OF RACE TRACK ROAD AND ST JOHNS PARKWAY	
APPROVE	**DENY**
1. The proposed Comprehensive Plan Amendment was fully considered after public hearing pursuant to legal notice duly published as required by law.	1. The proposed Comprehensive Plan Amendment was fully considered after public hearing pursuant to legal notice duly published as required by law.
2. The amendment is consistent with the Northeast Florida Strategic Regional Policy Plan.	2. The amendment is not consistent with the Northeast Florida Strategic Regional Policy Plan.
3. The proposed Comprehensive Plan Amendment is consistent with applicable sections of the Land Development Code and the Comprehensive Plan.	3. The proposed Comprehensive Plan Amendment is not consistent with applicable sections of the Land Development Code and the Comprehensive Plan.
4. The amendment is consistent with the Goals, Objectives, and Policies of the St. Johns County Comprehensive Plan, including Policies A.1.2.5, A.1.2.7, A.1.3.11, A.1.15.2, and with other provisions provided during the hearing.	4. The amendment is not consistent with the Goals, Objectives, and Policies of the St. Johns County Comprehensive Plan, including Policies A.1.2.5, A.1.2.7, A.1.3.11, A.1.15.2, and with other provisions provided during the hearing.

ATTACHMENT 1

RECORDED DOCUMENTS

ORDINANCE NO. 2019 - _____

AN ORDINANCE OF THE COUNTY OF ST. JOHNS, STATE OF FLORIDA, AMENDING THE 2025 COMPREHENSIVE PLAN, ORDINANCE NO. 2010-38, AS AMENDED, TO CHANGE THE FUTURE LAND USE MAP DESIGNATION FROM RURAL/SILVICULTURE (R/S) AND RESIDENTIAL-A (RES-A) TO MIXED USE DISTRICT (MD) AND CONSERVATION (C), WITH A TEXT AMENDMENT TO LIMIT DEVELOPMENT TO A MAXIMUM OF 250,000 SQUARE FEET OF COMMERCIAL AND OFFICE SPACE AND 400 MULTIFAMILY UNITS FOR APPROXIMATELY 71 ACRES OF LAND LOCATED WITHIN THE SOUTHWEST QUADRANT OF RACE TRACK ROAD AND ST. JOHNS PARKWAY; PROVIDING FOR FINDINGS OF FACT; FINDINGS OF CONSISTENCY; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, Chapter 125 and 163, Florida Statutes provide for the Board of County Commissioners to prepare, implement and enforce Comprehensive Plans and Land Development regulations for the control of development within the County;

WHEREAS, Section 163.3184 and 163.3187 Florida Statutes provide the process for the adoption of Comprehensive Plan amendments; and,

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

SECTION 1. The St. Johns County Comprehensive Plan is amended to change the Future Land Map designation from **Rural/Silviculture (R/S) and Residential-A (Res-A)** to **Mixed Use District (MD) and Conservation (C)** with a text amendment to limit the allowable uses to 400 multi-family units and 250,000 square feet of Neighborhood Business and Commercial Uses, General Business and Commercial Uses, and Office and Professional Services as those terms are defined in Section 2.02.01 of the St. Johns County Land Development Code, as described and shown on the attached **EXHIBIT A, and B and C.**

SECTION 2. The 2025 Comprehensive Plan amendment described in Section 1 is based upon the following Findings of Fact:

(a) The amendment was fully considered after public hearing pursuant to legal notice duly published as required by Law.

(b) The amendment is consistent with the Northeast Florida Strategic Regional Policy Plan.

(c) The amendment is consistent with the applicable sections of the St. Johns County Comprehensive Plan and the Land Development Code.

(d) The amendment is consistent with the Goals, Objectives, and Policies of the St. Johns County Comprehensive Plan, including Policies A.1.2.5, A.1.2.7, A.1.3.11, A.1.15.2, and with other provisions provided during the public hearing.

SECTION 3. The remaining portions of the St. Johns County Comprehensive Plan, Ordinance No. 2010-38, as amended and the 2025 Future Land Use Map, as amended, which are not in conflict with the provisions of this ordinance, shall remain in full force and effect.

SECTION 4. Should any section, subsection, sentence, clause, phrase or portion of this ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions.

SECTION 5. These amendments to the St. Johns County Comprehensive Plan shall be effective 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely, challenged, within 30 days after adoption, the amendment does not become effective until the state land planning agency or Administration Commission enters a final order determining the adopted amendment to be in compliance.

SECTION 6. This ordinance shall be recorded in a book of land use regulation ordinances kept and maintained by the Clerk of Court in accordance with Section 125.68, Florida Statutes.

PASSED AND ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, THIS _____ DAY OF _____ 2019.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

BY: _____
Paul M. Waldron, Chair

ATTEST: HUNTER S. CONRAD, Clerk

BY: _____
Deputy Clerk

Effective Date: _____

LEGAL DESCRIPTION

SOUTHEAST QUARTER (SE 1/4) OF SECTION THIRTY-SIX (36), TOWNSHIP FOUR (4) SOUTH, RANGE TWENTY-SEVEN (27) EAST, LYING SOUTH OF RACE TRACK ROAD EXCEPTING THEREFROM, THE PART CONVEYED IN OFFICIAL RECORDS BOOK 1344, PAGE 1407 AND THAT PART CONVEYED IN OFFICIAL RECORDS BOOK 2593, PAGE 86 AND OFFICIAL RECORDS BOOK 3888, PAGE 1194 (PARCEL 100B)
AND
NORTH HALF (N 1/2) OF NORTHEAST QUARTER (NE 1/4), SECTION ONE (1), TOWNSHIP FIVE (5) SOUTH, RANGE TWENTY-SEVEN (27) EAST, EXCEPTING THEREFROM THE PART THEREOF CONVEYED TO JOSEPH ROTHENBERG AND MARTHA ROTHENBERG, HIS WIFE, BY WARRANTY DEED DATED FEBRUARY 28, 1975, AND RECORDED IN OFFICIAL RECORDS BOOK 272 AT PAGES 128 AND 129 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND THE PART CONVEYED IN OFFICIAL RECORDS BOOK 1344, PAGE 1407 ALSO EXCEPTING THEREFROM, THE PART OF THE ABOVE DESCRIBED LANDS LYING WITHIN THE RIGHT-OF-WAY OF RACE TRACK ROAD (A 66 FOOT WIDE RIGHT-OF-WAY) AND WITHIN THE RIGHT-OF-WAY OF RUSSELL SAMPSON ROAD (A 60 FOOT WIDE RIGHT-OF-WAY) AND THAT PART CONVEYED IN OFFICIAL RECORDS BOOK 2593, PAGE 86 AND OFFICIAL RECORDS BOOK 3888, PAGE 1194 (PARCEL 1OOB)

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 27 EAST AND A PORTION OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 27 EAST, ST JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 1; THENCE RUN SOUTH 02°41'07" EAST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 1347.70 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH LINE OF DURBIN CROSSING NORTH PHASE 1-UNIT 4, AS RECORDED IN MAP BOOK 59, PAGES 101-112, OF THE PUBLIC RECORDS OF ST JOHNS COUNTY, FLORIDA; THENCE RUN SOUTH 89°15'00" WEST, ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 314.17 FEET AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°15'00" WEST, ALONG SAID EASTERLY EXTENSION AND THE NORTH LINE THEREOF, A DISTANCE OF 2346.99 FEET TO THE SOUTHEAST CORNER OF DURBIN CROSSING NORTH PHASE 1-UNIT 2 AS RECORDED IN MAP BOOK 58, PAGES 70 THROUGH 81, OF THE PUBLIC RECORDS OF ST JOHNS COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 03°00'52" WEST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 296.32 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1344, PAGE 1407, OF THE PUBLIC RECORDS OF ST JOHNS COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE, RUN ALONG THE SOUTHERLY AND EASTERLY LINE OF SAID LANDS THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN NORTH 63°00'45" EAST, A DISTANCE OF 246.35 FEET; 2) THENCE RUN NORTH 38°09'40" EAST, A DISTANCE OF 265.75 FEET; 3) THENCE RUN NORTH 16°18'37" WEST, A DISTANCE OF 762.27 FEET; 4) THENCE RUN NORTH 22°56'05" EAST, A DISTANCE OF 465.24 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF RACE TRACK ROAD AS PER OFFICIAL RECORDS BOOK 3888, PAGE 1194 (PARCEL 100B), OF THE PUBLIC RECORDS OF ST JOHNS COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE, RUN ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 76°24'29" EAST, A DISTANCE OF 1761.29 FEET; 2) THENCE RUN SOUTH 61°14'28" EAST, A DISTANCE OF 305.50 FEET TO A POINT ON THE WEST LINE OF COUNTY ROAD 2209-RUSSELL SAMPSON ROAD SEGMENT, AS RECORDED IN MAP BOOK 59, PAGES 22 THROUGH 28, OF THE PUBLIC RECORDS OF ST JOHNS COUNTY, FLORIDA, SAID POINT BEING A POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE CONCAVE TO THE WEST; THENCE ALONG THE WEST LINE OF SAID LANDS THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: 1) THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°44'54" AN ARC DISTANCE OF 39.60 FEET TO A POINT OF TANGENCY; 2) THENCE RUN SOUTH 29°30'26" WEST, A DISTANCE OF 19.71 FEET TO A POINT OF CURVATURE OF A 1025.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; 3) THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°46'18" AN ARC DISTANCE OF 389.49 FEET TO A POINT OF NON-TANGENCY; 4) THENCE RUN SOUTH 86°03'14" WEST, A DISTANCE OF 453.19 FEET; 5) THENCE RUN SOUTH 03°56'46" EAST, A DISTANCE OF 150.00 FEET; 6) THENCE RUN NORTH 86°03'14" EAST, A DISTANCE OF 433.58 FEET TO A POINT ON A 1025.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE EAST WHOSE RADIUS POINT BEARS NORTH 89°16'18" EAST; 7) THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°32'26" AN ARC DISTANCE OF 349.57 FEET TO A POINT OF TANGENCY; 8) THENCE RUN SOUTH 20°16'08" EAST, A DISTANCE OF 291.84 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 70.56 ACRES, MORE OR LESS.

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "___"

SHEET 1 OF 3

LEGAL DESCRIPTION (MIXED USE AREA)

A PORTION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 27 EAST AND A PORTION OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 27 EAST, ST JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 1; THENCE RUN SOUTH 02°41'07" EAST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 1347.60 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH LINE OF DURBIN CROSSING NORTH PHASE 1–UNIT 4, AS RECORDED IN MAP BOOK 59, PAGES 101–112, OF THE PUBLIC RECORDS OF ST JOHNS COUNTY, FLORIDA; THENCE RUN SOUTH 89°15'00" WEST, ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 314.17 FEET TO A POINT ON THE WEST RIGHT–OF–WAY LINE OF ST JOHNS PARKWAY (COUNTY ROAD NO. 2209, A 150.00 FOOT WIDE PUBLIC RIGHT–OF–WAY PER MAP BOOK 59, PAGES 22–28, OF THE PUBLIC RECORDS OF ST JOHNS COUNTY, FLORIDA); THENCE CONTINUE SOUTH 89°15'00" WEST, ALONG SAID EASTERLY EXTENSION AND THE NORTH LINE THEREOF, A DISTANCE OF 2346.99 FEET TO THE SOUTHEAST CORNER OF DURBIN CROSSING NORTH PHASE 1–UNIT 2 AS RECORDED IN MAP BOOK 58, PAGES 70 THROUGH 81, OF THE PUBLIC RECORDS OF ST JOHNS COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 03°00'52" WEST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 296.32 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1344, PAGE 1407, OF THE PUBLIC RECORDS OF ST JOHNS COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE, RUN ALONG THE SOUTHERLY AND EASTERLY LINE OF SAID LANDS THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) THENCE RUN NORTH 63°00'45" EAST, A DISTANCE OF 246.35 FEET; 2) THENCE RUN NORTH 38°09'40" EAST, A DISTANCE OF 235.00 FEET TO THE POINT OF BEGINNING; 3) THENCE CONTINUE NORTH 38°09'40" EAST, A DISTANCE OF 30.75 FEET; 4) THENCE RUN NORTH 16°18'37" WEST, A DISTANCE OF 762.27 FEET; 5) THENCE RUN NORTH 22°56'05" EAST, A DISTANCE OF 465.24 FEET TO A POINT ON THE SOUTHERLY RIGHT–OF–WAY LINE OF RACE TRACK ROAD AS PER OFFICIAL RECORDS BOOK 3888, PAGE 1194 (PARCEL 100B), OF THE PUBLIC RECORDS OF ST JOHNS COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE, RUN ALONG SAID SOUTHERLY RIGHT–OF–WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 76°24'29" EAST, A DISTANCE OF 1761.29 FEET; 2) THENCE RUN SOUTH 61°14'28" EAST, A DISTANCE OF 305.50 FEET TO A POINT ON THE AFORESAID WEST RIGHT–OF–WAY LINE OF ST JOHNS PARKWAY (COUNTY ROAD NO. 2209), ALSO BEING THE WEST LINE OF COUNTY ROAD 2209–RUSSELL SAMPSON ROAD SEGMENT, AS RECORDED IN MAP BOOK 59, PAGES 22 THROUGH 28, OF THE PUBLIC RECORDS OF ST JOHNS COUNTY, FLORIDA, SAID POINT BEING A POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE CONCAVE TO THE WEST; THENCE ALONG THE WEST LINE OF SAID LANDS THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: 1) THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°44'54" AN ARC DISTANCE OF 39.60 FEET TO A POINT OF TANGENCY; 2) THENCE RUN SOUTH 29°30'26" WEST, A DISTANCE OF 19.71 FEET TO A POINT OF CURVATURE OF A 1025.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; 3) THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°46'18" AN ARC DISTANCE OF 389.49 FEET TO A POINT OF NON–TANGENCY; 4) THENCE RUN SOUTH 86°03'14" WEST, A DISTANCE OF 453.19 FEET; 5) THENCE RUN SOUTH 03°56'46" EAST, A DISTANCE OF 150.00 FEET; 6) THENCE RUN NORTH 86°03'14" EAST, A DISTANCE OF 433.58 FEET TO A POINT ON A 1025.00 FOOT RADIUS NON–TANGENT CURVE CONCAVE TO THE EAST WHOSE RADIUS POINT BEARS NORTH 89°16'18" EAST; 7) THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°32'26" AN ARC DISTANCE OF 349.57 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID WEST LINE RUN NORTH 80°46'23" WEST, A DISTANCE OF 42.06 FEET; THENCE RUN NORTH 48°29'15" WEST, A DISTANCE OF 53.20 FEET; THENCE RUN NORTH 81°45'12" WEST, A DISTANCE OF 65.24 FEET; THENCE RUN SOUTH 83°55'10" WEST, A DISTANCE OF 483.96 FEET; THENCE RUN NORTH 76°24'29" WEST, A DISTANCE OF 379.01 FEET; THENCE RUN SOUTH 83°23'40" WEST, A DISTANCE OF 279.63 FEET; THENCE RUN SOUTH 89°43'32" WEST, A DISTANCE OF 314.84 FEET; THENCE RUN NORTH 85°29'05" WEST, A DISTANCE OF 33.56 FEET; THENCE RUN NORTH 34°28'41" WEST, A DISTANCE OF 40.39 FEET; THENCE RUN NORTH 34°03'58" WEST, A DISTANCE OF 39.55 FEET; THENCE RUN NORTH 56°38'54" WEST, A DISTANCE OF 46.26 FEET; THENCE RUN NORTH 42°50'19" WEST, A DISTANCE OF 37.87 FEET; THENCE RUN NORTH 60°59'43" WEST, A DISTANCE OF 78.07 FEET; THENCE RUN NORTH 81°59'04" WEST, A DISTANCE OF 57.75 FEET; THENCE RUN NORTH 64°43'33" WEST, A DISTANCE OF 39.07 FEET; THENCE RUN NORTH 18°30'58" WEST, A DISTANCE OF 16.50 FEET; THENCE RUN NORTH 00°55'33" EAST, A DISTANCE OF 32.35 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 51.56 ACRES, MORE OR LESS.

REVISE TO NEW CONFIGURATION: 01/21/2019 BY JDH

01/21/2019
DATE

JEREMY D. HALLICK, FLORIDA LICENSED SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6715

SEE SHEET 2 FOR SKETCH
SEE SHEET 3 FOR LINE AND CURVE TABLE

JEREMY D. HALLICK License Number 6715 STATE OF FLORIDA Professional Surveyor and Mapper

GENERAL NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
3. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 WITH 2011 ADJUSTMENT. AS A REFERENCE FOR THIS SKETCH, THE NORTH LINE OF DURBIN CROSSING NORTH PHASE 1–UNIT 4 HAS A BEARING OF SOUTH 89°15'00" WEST.

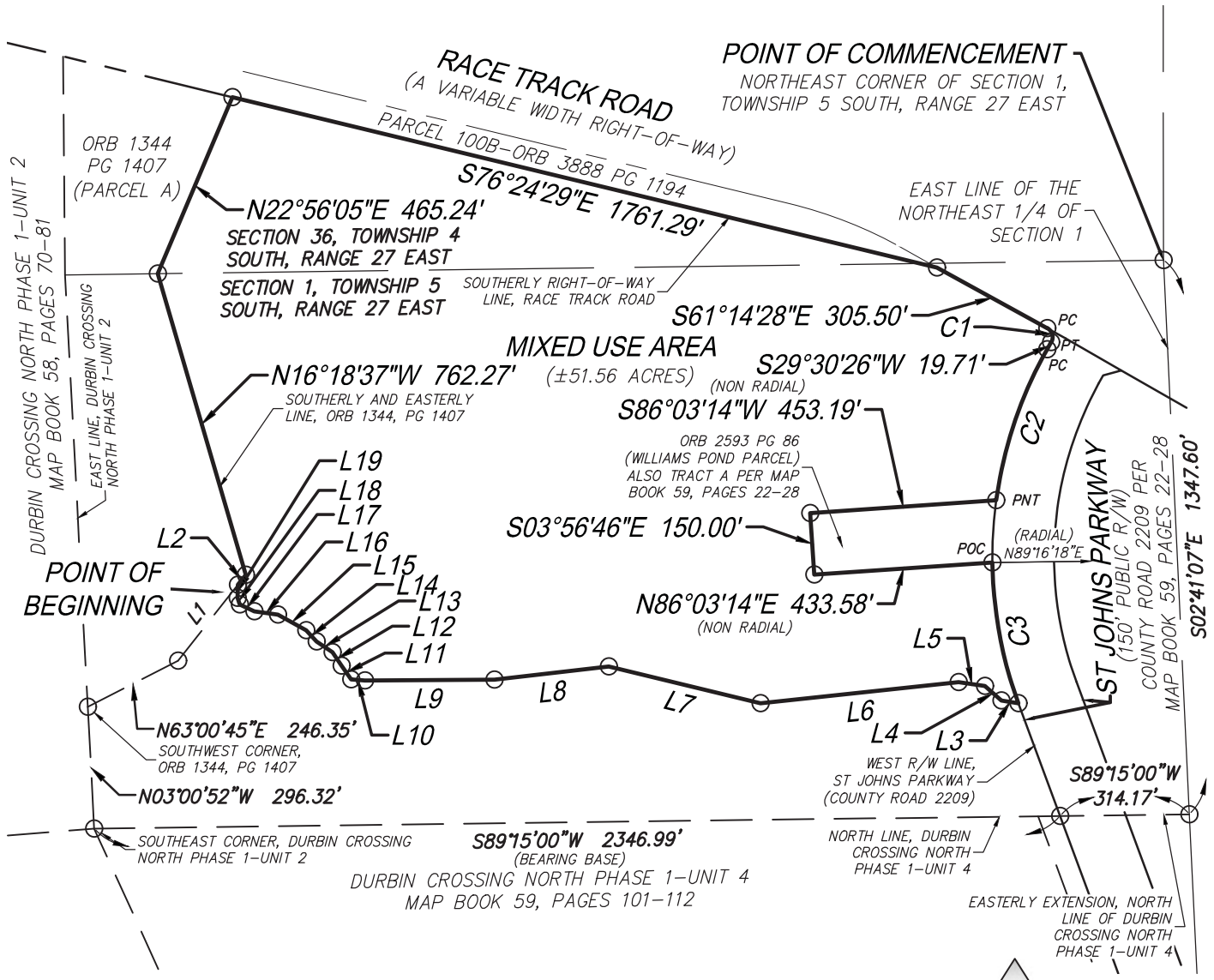
FARNER BARLEY AND ASSOCIATES, INC.
ENGINEERS
SURVEYORS
PLANNERS
LB 4709
4450 NE 83RD ROAD – WILDWOOD, FL 34785 – (352) 748-3126

Drawing name: S:\SURVEY NEW\SURVEY\ST JOHNS\ST JOHNS PKWY AND RACE TRACK\CIVIL3D FILES\ST JOHNS COUNTY AND RACE TRACK ROAD SURSKETCH-MIXED USE AREA.dwg 8.5x11 Sketch Jan 21, 2019 12:02pm by: jhallick

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "___"
SHEET 2 OF 3



LEGEND:

	LINE BREAK
POC	POINT ON A CURVE
PC	POINT OF CURVATURE
PNT	POINT OF NON-TANGENCY
PT	POINT OF TANGENCY
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
L	LENGTH
R	RADIUS
Δ	CENTRAL ANGLE (DELTA)
CB	CHORD BEARING
CH	CHORD LENGTH
L1	LINE TAG LABEL (SEE TABLE)
C1	CURVE TAG LABEL (SEE TABLE)
O	CHANGE IN DIRECTION

NORTH

0 200 400

1 INCH = 400 FEET

SEE SHEET 1 FOR DESCRIPTION

SEE SHEET 3 FOR LINE AND CURVE TABLE

REVISE TO NEW CONFIGURATION: 01/21/2019 BY JDH

FARNER BARLEY AND ASSOCIATES, INC.

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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "___"
SHEET 3 OF 3

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	39.60'	25.00	090°44'54"	35.59'	S15°52'01"E
C2	389.49'	1025.00	021°46'18"	387.15'	S18°37'17"W
C3	349.57'	1025.00	019°32'26"	347.88'	S10°29'55"E

LINE TABLE		
LINE	BEARING	LENGTH
L1	N38°09'40"E	235.00'
L2	N38°09'40"E	30.75'
L3	N80°46'23"W	42.06'
L4	N48°29'15"W	53.20'
L5	N81°45'12"W	65.24'
L6	S83°55'10"W	483.96'
L7	N76°24'29"W	379.01'
L8	S83°23'40"W	279.63'
L9	S89°43'32"W	314.84'
L10	N85°29'05"W	33.56'
L11	N34°28'41"W	40.39'
L12	N34°03'58"W	39.55'
L13	N56°38'54"W	46.26'
L14	N42°50'19"W	37.87'
L15	N60°59'43"W	78.07'
L16	N81°59'04"W	57.75'
L17	N64°43'33"W	39.07'
L18	N18°30'58"W	16.50'
L19	N0°55'33"E	32.35'

SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SKETCH

REVISE TO NEW CONFIGURATION: 01/21/2019 BY JDH

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Drawing name: S:\SURVEY NEW\SURVEY\ST JOHNS\ST JOHNS PKWY AND RACE TRACK\CIVIL3D FILES\ST JOHNS COUNTY AND RACE TRACK ROAD SURSKETCH-MIXED USE AREA.dwg 8.5x11 Sketch Jan 21, 2019 12:02pm by: jhallick

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "___"

SHEET 1 OF 3

LEGAL DESCRIPTION (CONSERVATION AREA)

A PORTION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 1; THENCE RUN SOUTH 02°41'07" EAST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 1347.60 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH LINE OF DURBIN CROSSING NORTH PHASE 1-UNIT 4, AS RECORDED IN MAP BOOK 59, PAGES 101-112, OF THE PUBLIC RECORDS OF ST JOHNS COUNTY, FLORIDA; THENCE RUN SOUTH 89°15'00" WEST, ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 314.17 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF ST JOHNS PARKWAY (COUNTY ROAD NO. 2209, A 150.00 FOOT WIDE PUBLIC RIGHT-OF-WAY PER MAP BOOK 59, PAGES 22-28, OF THE PUBLIC RECORDS OF ST JOHNS COUNTY, FLORIDA) AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°15'00" WEST, ALONG SAID EASTERLY EXTENSION AND THE NORTH LINE THEREOF, A DISTANCE OF 2346.99 FEET TO THE SOUTHEAST CORNER OF DURBIN CROSSING NORTH PHASE 1-UNIT 2 AS RECORDED IN MAP BOOK 58, PAGES 70 THROUGH 81, OF THE PUBLIC RECORDS OF ST JOHNS COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 03°00'52" WEST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 296.32 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1344, PAGE 1407, OF THE PUBLIC RECORDS OF ST JOHNS COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE, RUN ALONG THE SOUTHERLY LINE OF SAID LANDS THE FOLLOWING TWO COURSES AND DISTANCES: 1) THENCE RUN NORTH 63°00'45" EAST, A DISTANCE OF 246.35 FEET; 2) THENCE RUN NORTH 38°09'40" EAST, A DISTANCE OF 235.00 FEET; THENCE DEPARTING SAID SOUTHERLY LINE, RUN SOUTH 00°55'33" WEST, A DISTANCE OF 32.35 FEET; THENCE RUN SOUTH 18°30'58" EAST, A DISTANCE OF 16.50 FEET; THENCE RUN SOUTH 64°43'33" EAST, A DISTANCE OF 39.07 FEET; THENCE RUN SOUTH 81°59'04" EAST, A DISTANCE OF 57.75 FEET; THENCE RUN SOUTH 60°59'43" EAST, A DISTANCE OF 78.07 FEET; THENCE RUN SOUTH 42°50'19" EAST, A DISTANCE OF 37.87 FEET; THENCE RUN SOUTH 56°38'54" EAST, A DISTANCE OF 46.26 FEET; THENCE RUN SOUTH 34°03'58" EAST, A DISTANCE OF 39.55 FEET; THENCE RUN SOUTH 34°28'41" EAST, A DISTANCE OF 40.39 FEET; THENCE RUN SOUTH 85°29'05" EAST, A DISTANCE OF 33.56 FEET; THENCE RUN NORTH 89°43'32" EAST, A DISTANCE OF 314.84 FEET; THENCE RUN NORTH 83°23'40" EAST, A DISTANCE OF 279.63 FEET; THENCE RUN SOUTH 76°24'29" EAST, A DISTANCE OF 379.01 FEET; THENCE RUN NORTH 83°55'10" EAST, A DISTANCE OF 483.96 FEET; THENCE RUN SOUTH 81°45'12" EAST, A DISTANCE OF 65.24 FEET; THENCE RUN SOUTH 48°29'15" EAST, A DISTANCE OF 53.20 FEET; THENCE RUN SOUTH 80°46'23" EAST, A DISTANCE OF 42.06 FEET TO A POINT ON THE AFORESAID WEST RIGHT-OF-WAY LINE OF ST JOHNS PARKWAY; THENCE RUN SOUTH 20°16'08" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 291.84 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 19.00 ACRES, MORE OR LESS.

REVISE TO NEW CONFIGURATION: 01/21/2019 BY JDH

01/21/2019
DATE

JEREMY D. HALLICK, FLORIDA LICENSED SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6715

SEE SHEET 2 FOR SKETCH
SEE SHEET 3 FOR LINE TABLE

JEREMY D. HALLICK License Number 6715 STATE OF FLORIDA Professional Surveyor and Mapper

GENERAL NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
3. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 WITH 2011 ADJUSTMENT. AS A REFERENCE FOR THIS SKETCH, THE NORTH LINE OF DURBIN CROSSING NORTH PHASE 1-UNIT 4 HAS A BEARING OF SOUTH 89°15'00" WEST.

FARNER BARLEY AND ASSOCIATES, INC.
▲ ENGINEERS
▲ SURVEYORS
▲ PLANNERS
LB 4709
4450 NE 83RD ROAD - WILDWOOD, FL 34785 - (352) 748-3126

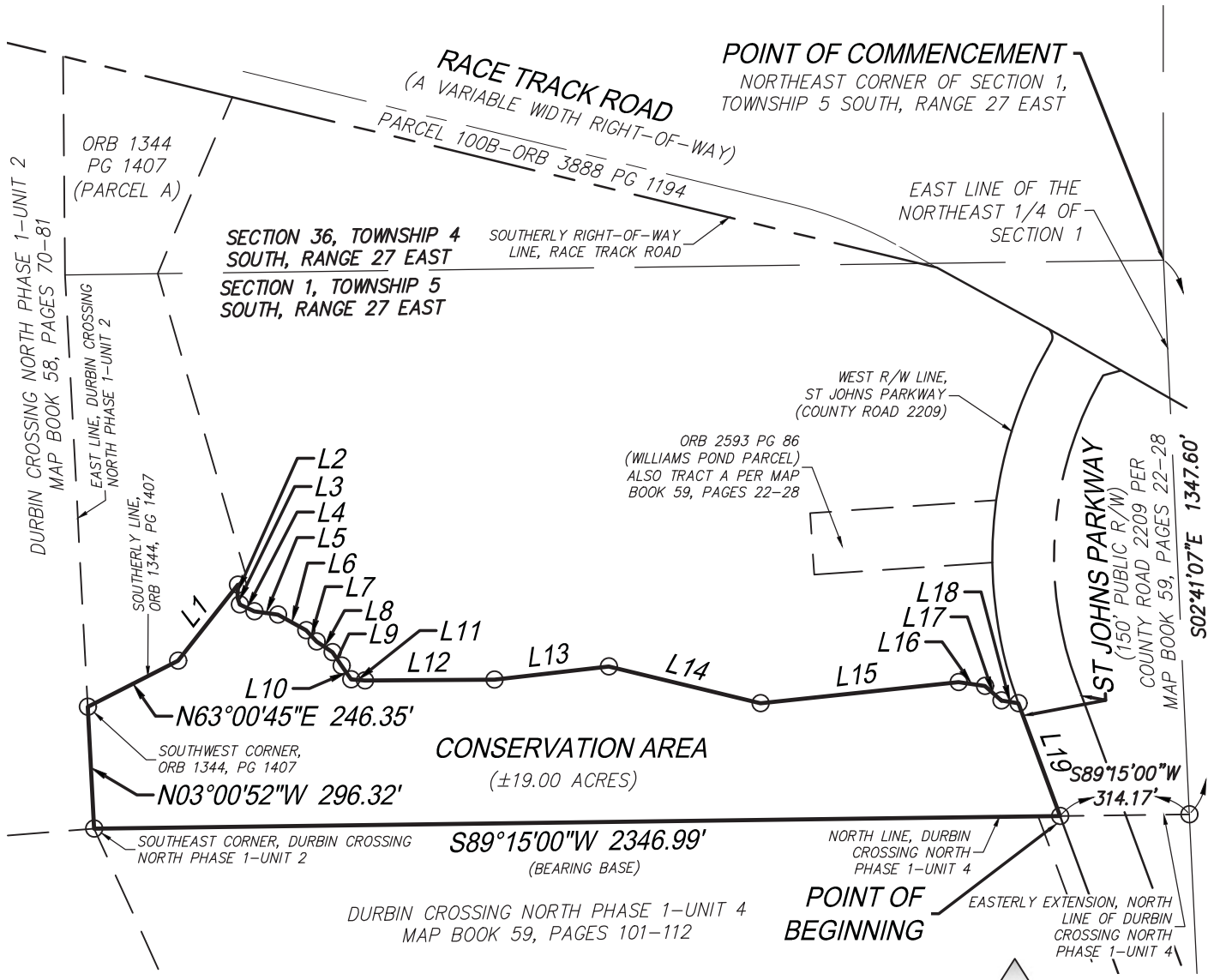
Drawing name: S:\SURVEY NEW\SURVEY\ST JOHNS\ST JOHNS PKWY AND RACE TRACK\CIVIL3D FILES\ST JOHNS COUNTY AND RACE TRACK ROAD SURSKETCH-CONSERVATION AREA.dwg 8.5x11 Sketch Jan 21, 2019 11:41am by: jhallick

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "___"

SHEET 2 OF 3



LEGEND:

	LINE BREAK
POC	POINT ON A CURVE
PC	POINT OF CURVATURE
PNT	POINT OF NON-TANGENCY
PT	POINT OF TANGENCY
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
L	LENGTH
R	RADIUS
Δ	CENTRAL ANGLE (DELTA)
CB	CHORD BEARING
CH	CHORD LENGTH
L1	LINE TAG LABEL (SEE TABLE)
C1	CURVE TAG LABEL (SEE TABLE)
O	CHANGE IN DIRECTION

NORTH

0 200 400

1 INCH = 400 FEET

SEE SHEET 1 FOR DESCRIPTION

SEE SHEET 3 FOR LINE TABLE

REVISE TO NEW CONFIGURATION: 01/21/2019 BY JDH

FARNER BARLEY AND ASSOCIATES, INC.

ENGINEERS
SURVEYORS
PLANNERS
LB 4709

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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "___"
SHEET 3 OF 3

LINE TABLE		
LINE	BEARING	LENGTH
L1	N38°09'40"E	235.00'
L2	S0°55'33"W	32.35'
L3	S18°30'58"E	16.50'
L4	S64°43'33"E	39.07'
L5	S81°59'04"E	57.75'
L6	S60°59'43"E	78.07'
L7	S42°50'19"E	37.87'
L8	S56°38'54"E	46.26'
L9	S34°03'58"E	39.55'
L10	S34°28'41"E	40.39'
L11	S85°29'05"E	33.56'
L12	N89°43'32"E	314.84'
L13	N83°23'40"E	279.63'
L14	S76°24'29"E	379.01'
L15	N83°55'10"E	483.96'
L16	S81°45'12"E	65.24'
L17	S48°29'15"E	53.20'
L18	S80°46'23"E	42.06'
L19	S20°16'08"E	291.84'

SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SKETCH

FARNER BARLEY AND ASSOCIATES, INC.
ENGINEERS
SURVEYORS
PLANNERS
LB 4709
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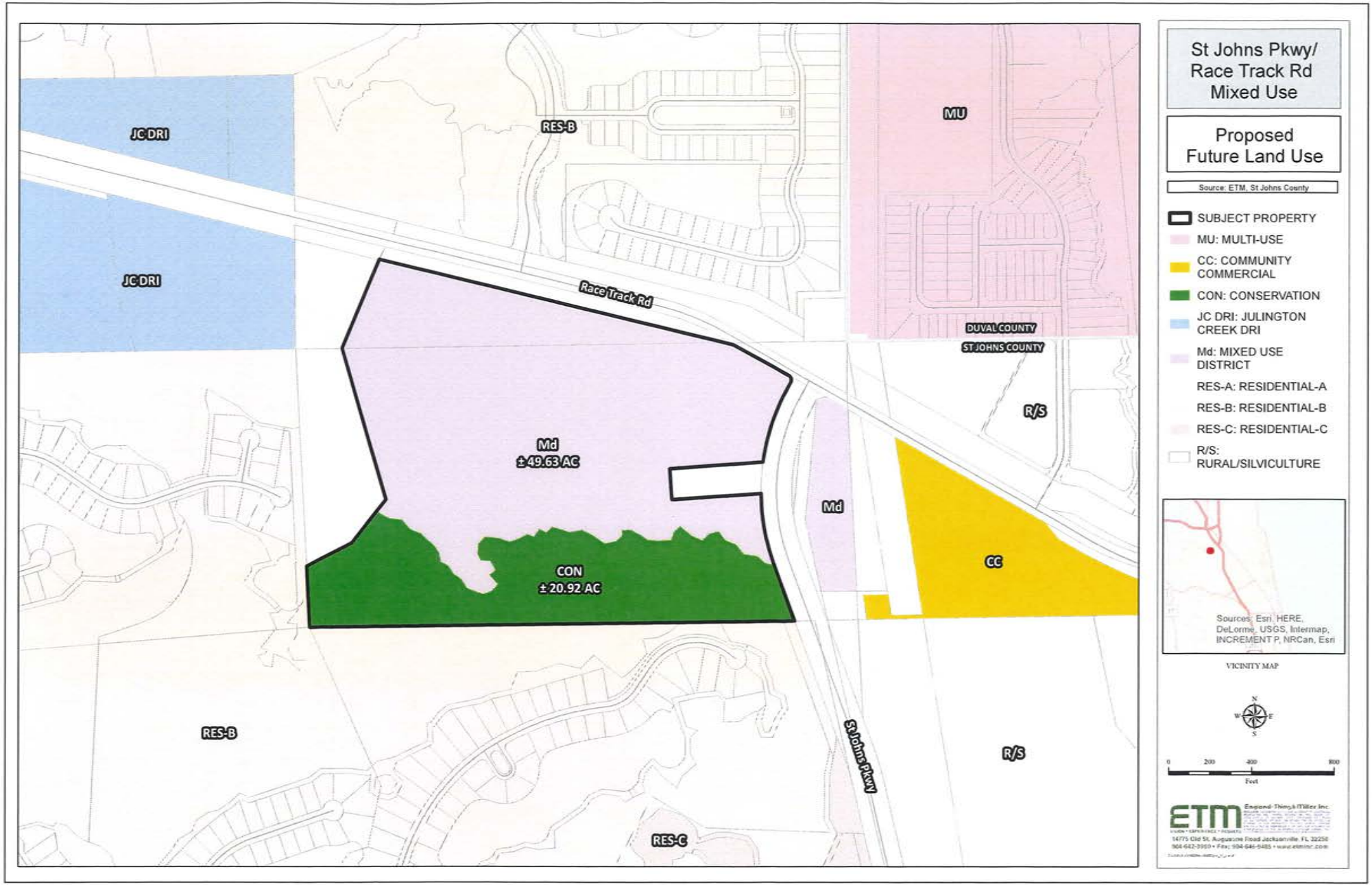


St Johns Pkwy/
Race Track Rd
Mixed Use
Proposed
Future Land Use
Source: ETM, St Johns County
SUBJECT PROPERTY
MU: MULTI-USE
CC: COMMUNITY COMMERCIAL
CON: CONSERVATION
JC DRI: JULINGTON CREEK DRI
Md: MIXED USE DISTRICT
RES-A: RESIDENTIAL-A
RES-B: RESIDENTIAL-B
RES-C: RESIDENTIAL-C
R/S: RURAL/SILVICULTURE
JC DRI
JC DRI
RES-B
MU
Race Track Rd
DUVAL COUNTY
ST JOHNS COUNTY
R/S
Md
± 49.63 AC
Md
CC
CON
± 20.92 AC
RES-B
St Johns Pkwy
R/S
RES-C
Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri
VICINITY MAP
N
W
E
S
0
200
400
800
Feet
ETM
England-Thing&Miller Inc.
14775 Old St. Augustine Road Jacksonville, FL 32250
904-642-3950 • Fax: 904-646-5485 • www.etminc.com

Southwest Quadrant of Race Track Road and St. Johns Parkway

Comprehensive Plan Text Amendment

Objective A.1.11.1(m)(8)__ - Development of the Property shall be limited to a maximum of 250,000 square feet of commercial and office space and a maximum of 400 multi-family units. Development will occur only within the portion of the Property with a Mixed Use District Future Land Use Map designation (the "Mixed Use Land"). Land uses permitted within the Mixed Use Land shall be limited to Residential, Neighborhood Business and Commercial Uses, General Business and Commercial Uses, and Office and Professional Services, as those terms are defined in Section 2.02.01 of the St. Johns County Land Development Code, as may be amended. Floor area and impervious surface ratios within the Mixed Use Land shall be as permitted in the Mixed Use Future Land Use category. The Conservation Future Land Use Map designation area shall be a minimum of 19 acres, with the boundary determined based on wetland delineations approved by the St. Johns River Water Management District and U.S. Army Corps of Engineers.

END OF RECORDED DOCUMENTS

ATTACHMENT 2

APPLICATION AND SUPPORTING DOCUMENTS

Comprehensive Plan Amendment Application
St. Johns County Growth Management Services Department
4040 Lewis Speedway
St. Augustine, Florida 32084

Phone (904) 209-0675 Fax (904) 209-0676

This application, together with ALL REQUIRED EXHIBITS and application fee, should be completed and filed with the Long Range Planning Division prior to the established filing deadline for the public hearings before the Planning and Zoning Agency and Board of County Commissioners. A COMPREHENSIVE PLAN AMENDMENT DOES NOT ENTITLE THE APPLICANT TO A DEVELOPMENT PERMIT OR CERTIFICATE OF CONCURRENCY.

File No. _____ Fee _____ Date September 4, 2018

Property Owner(s) Rasmus Holdings, LLLP Phone _____

Address 14237 River Story Drive Fax _____

City Jacksonville State FL Zip Code 32223 Email _____

Are there any owners not listed ☒ No ☐ Yes If yes please list on separate sheet to be included with your application

Applicant Ellen Avery-Smith, Esq. of Rogers Towers, P.A. Phone 904-825-1615

Address 100 Whetstone Place, Suite 200 Fax 904-396-0663

City St. Augustine State FL Zip Code 32086 Email eaverysmith@rtlaw.com

Type of Request This is a request to amend the **St. Johns County Comprehensive Plan as follows:**

☒ Text Amendment (Sign certification statement and attach additional pages as necessary)

Element Land Use Goal, Objective or Policy # A.1.11.1(m)(8) Page _____

☒ Future Land Use Map Amendment (Complete the following sections)

Existing Future Land Use Map Designation RS&Res-A Zoning OR

Proposed Future Land Use Map Designation Md & C Zoning OR

Location/Description: Property Appraiser's Parcel Identification No. 005750-0000 & 009610-0000

Street Address/Location South of Race Track Road, east of Veterans Parkway and west of St. Johns Parkway

Total Acreage 71 Overall Dimensions _____ Flood Zone A & X

Adjacent Future Land Use Designation North: Res-B South: Res-B East: Md West: Res-B

Wetlands: Yes: ☒ No: ☐ Type: See environmental report. Acres: 21

Soil Associations: See attached Soils Map

Provide brief description of existing property. Include existing land cover and uses, any existing structures, infrastructure.

The Property consists of approximately 71 vacant acres. The text amendment caps development rights at maximum 250,000 square feet of commercial and office space and a maximum of 400 multi-family residential units. The commercial and office uses will be community and neighborhood-related in nature. Property is bordered on the east by St. Johns Parkway, on the north by Race Track Road, on the west by Open Rural land (currently being used as a nursery) and the Julington Creek Development of Regional Impact, and on the south by the Durbin Crossing Planned Unit Development. The existing Future Land Use Map designations of the Property are Rural/Silviculture and Residential A. The existing zoning district for the Property is Open Rural.

CONSISTENCY WITH COMPREHENSIVE PLAN (attach separate pages):

1. Provide justification/reasons for not developing in designated development areas as shown on Future Land Use Map. Include economic reasons and, if available, market study.

2. Provide information regarding the consistency of the proposed land use amendment with the adopted Future Land Use Element objectives and Policies and any other relevant section of the Comprehensive Plan. Also address consistency with the Strategic Regional Policy Plan and the State Comprehensive Plan.

ESTIMATED IMPACT ON THE AVAILABILITY OF PUBLIC FACILITIES:

3. Describe how property is to be developed. Include phasing, uses and estimates of (a) number and type of dwelling units; (b) square feet and type of commercial/industrial uses; (c) open space and recreational area; (d) buffers; (e) wetlands; (f) drainage and infrastructure areas; and (g) other uses and sizes. Account for all acres. Provide phasing dates and anticipated buildout.

4. (a) The project will use: [X]public sewer or [ ]private sewer or [ ] septic tank.
   (b) The project will use: [X]public water or [ ]private water or [ ]private well.

5. (a) Will the project build its own water plant? [ ] Yes [X] No.
   (b) Will the project build its own sewage plant? [ ] Yes [X] No.

6. If public or private utilities are to provide services, attach letters from the utility company or companies stating whether the utility company anticipates the availability of capacity to service the project through all phases.

7.Estimated Water and Sewage Demand:

	Phase (Years)	Use	GPD	Peak
Water			See Attache	
Sewage			See Attache	
Water Utility	Name: JEA		Address: 21 W. Church Street, Jacksonville, FL 322	
Sewer Utility	Name: JEA		Address: 21 W. Church Street, Jacksonville, FL 32	

8.Describe anticipated drainage system: Project will connect with and extend existing water and sewer systems currently available to the site along Race Track Road, as depicted on the Generalized Site Plan.

9. Estimate the Solid Waste Demand by 5.7 pounds per person per day or by use. Indicate methodology:

Phase (Years	Number of People or Use	Pounds per Day
		See Attache

10. Estimate the Transportation Disadvantaged Van Services Demand by applying 1.5 percent times the number of Dwelling Units times 2.44 Persons Per Unit. (Only applies to residential developments.)

Phase (Years)	demand = Dwelling Units X 2.44 Persons Per Unit X 0.015
	400 x 2.44 x 0.015 = 14.64

11. Estimate the Recreation and Open Space Demand of residential projects by applying the following formulas:
   (a) Number of Dwelling Units X 2.4 Persons Per Unit X 5 Acres Per 1,000 Population for Neighborhood/Community Park Recreation, by phase:
   400 x 2.4 x 5 / 1,000 = 4.8 acres

   (b) Number of Units X 2.5 Persons Per Unit X 24 Acres per 1,000 Population for Regional/Open Space, by Phase.
   400 x 2.5 x 24 /1,000 = 24 acres

12. Traffic – Estimate Average Weekday Peak Hour Trips by phase by number of dwelling units and square feet of each on-residential use using the trip generation rates from the latest edition of the Institute of Transportation Engineers *Trip Generation Manual*.

Phase (Years)	Dwelling Units or Square Feet of Each Use	Trips
	See enclosed traffic analysis	

13. Estimate the area of impact using the *Traffic Impact Methodology and Procedures* contained in Appendix A of the ***Land Development Code*** and estimate the impacts on the Levels of Service on the segments within the Area of Impact by Phase. ATTACH CALCULATIONS (staff will complete for up to 29.99 peak hour trips).

Phase Years)	Road Segment #	Existing LOS	Project Trips	LOS with Project & Background Traffic by Phase End
				See enclosed traffic analysis

REQUIRED EXHIBITS: (MUST BE SUBMITTED IN THIS ORDER)

1. Owner's Authorization for Agent Form. All persons listed on the deed, purchase agreement, title opinion or other acceptable proof of ownership must complete an Owners Authorization.
2. Proof of ownership (copy of deed or purchase agreement, and title opinion).
3. Legal description and tax identification number.
4. General location map with subject property clearly identified.
5. Property Appraiser's Map with identification of subject property, zoning, and Comprehensive Plan Land Use Designation within 300 feet of property.
6. Comprehensive Plan Future Land Use Map with subject property clearly identified.
7. Most recent aerial of site showing property boundaries.
6. Copy of soils map showing property boundaries.
8. Generalized site plan with uses, phases as described in Question 13.
9. Water and Sewer Utility letter, if applicable (Question 16).
10. One (1) copy of application and exhibits.

NOTE: On each map include north arrow, property outline, name of person or firm who prepared the map, date of map preparation, and source of the map.

I HEREBY CERTIFY THAT ALL INFORMATION IS CORRECT:
Signature of owner(s) or authorized person if Owner's Authorization Form is attached:

Printed or typed name(s): Ellen Avery-Smith, Esq.

Signature(s): _____

NAME AND ADDRESS OF PERSON TO RECEIVE ALL CORRESPONDENCE REGARDING THIS APPLICATION:

Name: Ellen Avery-Smith, Esq.

Mailing Address: 100 Whetstone Place, Suite 200

Phone: 904-825-1615 FAX: 904-396-0663 E-mail: eaverysmith@rtlaw.com

State of Florida County of St. Johns

Signed and sworn before me on this 3rd day of, October 20 18

By Ellen Avery-Smith

Identification verified: Personally known Oath sworn: Yes ___ No X

Notary Signature Vicky L. Williams My Commission expires:

VICKY L. WILLIAMS
Commission # GG 020837
Expires October 25, 2020
Bonded Thru Troy Fain Insurance 800-385-7019

SUPPLEMENT TO
SOUTHWEST QUADRANT OF RACE TRACK ROAD AND ST. JOHNS PARKWAY
COMPREHENSIVE PLAN AMENDMENT APPLICATION

Estimated Water and Sewer Demand:

1. **Water:**

Multi-Family Residential	350 gpd* per unit x 400 units = 140,000 gpd
Commercial/Office	10 gpd / 100 square feet x 250,000 square feet = 25,000 gpd

2. **Sewer:**

Multi-Family Residential	280 gpd* per unit x 400 units = 112,000 gpd
Commercial/Office	10 gpd / 100 square feet x 250,000 square feet = 25,000 gpd

* gpd = gallons per day

Estimated Solid Waste Demand:

1. Multi-Family Residential	400 units x 5.7 ppd** = 2,280 ppd
Commercial/Office	5.5 ppd / 100 square feet x 250,000 square feet = 13,750 ppd

** ppd = pounds per day

Large-Scale Comprehensive Plan Amendment

Southwest Quadrant of Racetrack Road and St. Johns Parkway

Exhibit "A"

Justification Statement

Consistency Analysis

Development Summary

January 22, 2019

Team Roster:

Applicant:	Southeast Investments, Inc. Paul Ferber, Tom Mundy, Jason Crews 151 Sawgrass Corners Drive, Suite 202 Ponte Vedra Beach, Florida 32082
Legal:	Rogers Towers, P.A. Ellen Avery-Smith, Esq. 100 Whetstone Place, Suite 200 St. Augustine, Florida 32086 (904) 825-1615
Planning/ Civil Engineering:	England – Thims & Miller, Inc. Lindsay Haga, Jeff Crammond, Peter Ma 14775 Old St. Augustine Road Jacksonville, Florida 32258 (904) 642-8990

Project Overview

Southeast Investments, Inc. (the "**Applicant**") is the contract purchaser of approximately 71 acres located south of Race Track Road and west of St. Johns Parkway in the Northwest Sector of St. Johns County. All parcels located within the project are collectively called the "Property". The Property is currently vacant. The Property has St. Johns County Parcel Identification Nos. 005750-0000 and 009610-0000.

The existing Future Land Use Map ("**FLUM**") designations of the Property are Rural/Silviculture and Residential A. The existing zoning district for the Property is Open Rural. The Applicant is requesting a large-scale Comprehensive Plan Amendment to change the FLUM designations of the Property to Mixed Use District and Conservation. The Applicant is also proposing a text amendment limiting development within the Mixed Use District portion of the Property to a maximum of 250,000 square feet of commercial and office space and a maximum of 400 multi-family units, and with permitted uses of Neighborhood Business and Commercial Uses, General Business and Commercial Uses, Office and Professional Services, and Residential Uses, as those terms are defined in Section 2.02.01 of the St. Johns County Land Development Code (the "**LDC**" or the "**Code**"). The text amendment also preserves a minimum of 19 acres as Conservation FLUM designation.

A Proposed Future Land Use Map and Conceptual Site Plan for the intended plan of development of the Property are enclosed with this application. The Property is bordered on the east by St. Johns Parkway, on the north by Racetrack Road, on the west by Open Rural land (currently being used as a nursery) and the Julington Creek Development of Regional Impact, and on the south by the Durbin Crossing Planned Unit Development.

The proposed FLUM designation of Mixed Use District for a portion of the Property includes a companion text amendment which limits the uses within the Property to commercial and office uses intended to serve the surrounding community with a larger market area than neighborhood commercial, but of a sub-regional nature. Permitted uses include the following, as defined and controlled by Code:

1. Neighborhood Business and Commercial.

2. General Business and Commercial.

3. Office and Professional.

4. Residential.

The Conceptual Site Plan shows the locations of the proposed commercial, office and residential uses proposed within the Property. It also depicts the Conservation FLUM area, which will be preserved in its natural state in perpetuity, ensuring the wetland connection between Durbin Creek southwest to the St. Johns River. The Conceptual Site Plan also shows site access, drainage and open space.

Project Benefits

The Property is located adjacent to the existing Development Area boundary and lies within five (5) miles of a St. Johns County Fire Station. JEA water and sewer lines are currently available to the site along Race Track Road to provide service to the development. The project will preserve a minimum of 19 acres of wetlands within the Property under a Conservation FLUM designation.

The Property is easily accessed via Race Track Road and St. Johns Parkway. The confluence of these roadways within St. Johns County creates an ideal site for commercial, office and residential uses. The Applicant will construct all driveways within the Property, and such driveways and other common areas shall be maintained by a property owners association or community development district.

Other project benefits include:

1. Provision of 250,000 square feet of commercial and office space, which will increase the County's non-residential tax base and contribute property, sales and other taxes for St. Johns County.

2. Creation of jobs for St. Johns County residents within the commercial and office development.

3. Provision of multi-family housing where people who work at businesses located within the Property and nearby commercial/business centers within Durbin Park, Bartram Park and other surrounding projects can live. There is a limited supply of multi-family housing in the Northwest Sector.

4. Creation of a true mixed-use project, with internal connectivity to enhance walkability of the site.

5. Preservation of a minimum of 19 acres of contiguous wetland, which connects to Durbin Creek to the north and to the St. Johns River to the south. This adds to the County's existing greenways system. The Applicant is not requesting density bonus units for the preservation of this wetland area.

6. Construction of turn lanes along Race Track Road and St. Johns Parkway, which will enhance traffic flow in the area.

Compatibility with Surrounding Uses

The Property is located adjacent to lands with FLUM designations of Residential A, Residential B, Residential C, Julington Creek DRI, Rural/Silviculture and Community Commercial and is situated along Race Track Road and St. Johns Parkway. The Property lies near the Bartram Park, Durbin Park and other high density commercial and office projects.

Comprehensive Plan Policy A.1.3.11 defines "compatibility" to mean a condition in which land uses can co-exist in relative proximity to each other in a stable fashion over time such

that no use is unduly negatively impacted directly or indirectly by another use. The Property is adjacent to lands with FLUM designations of Residential B to the west, Residential B to the south, Residential B to the north and Mixed Use District to the east. Community Commercial and Intensive Commercial properties (Durbin Park, Bartram Park and Julington Creek Plantation) are located to the north, west and south. Thus, the proposed FLUM amendment for Property to Conservation and Mixed Use District, with residential, commercial and office uses, is consistent with the land uses and FLUM designations of surrounding properties and the vision of the St. Johns County Comprehensive Plan. The Property lies adjacent to the Development Area boundary and will be included within the Development Area boundary upon approval of this application and re-designation of the Property to Mixed Use District and Conservation. Therefore, the project meets the requirements of the Comprehensive Plan, including Policies A.1.3.11 and A.2.1.9.

St. Johns County Comprehensive Plan Analysis and Project Justification

LAND USE ELEMENT

Goal A.1

To effectively manage growth and development by designating areas of anticipated future development which satisfy demand where feasible, in a cost-efficient and environmentally acceptable manner. Encourage/accommodate land uses which made St. Johns County a viable community. Creating a sound economic base and offering diverse opportunities for a wide variety of living, working, shopping, and leisure activities, while minimizing adverse impact on the natural environment.

Objective A.1.2 Control of Urban Sprawl

The County shall control urban sprawl, characterized by leapfrog, development, strip development, and low-density residential over a large area.

Policy A.1.2.1 The County shall only issue development orders or development permits consistent with the provisions of the County's Concurrency Management System, as provided in the Land Development Code.

The project will comply with the County's Concurrency Management System.

Policy A.1.2.5 All Comprehensive Plan amendment shall provide justification for the need for the proposed amendment and demonstrate how the proposed amendment discourages urban sprawl and not adversely impact natural resources. In evaluating proposed amendments, the County shall consider each of the following:

(a) the extent to which the proposed amendment is contiguous to an existing Development Area which has developed in a manner providing a compact, contiguous development pattern with the proposed amendment;

The Property is located adjacent to the existing Development Area boundary. The approximately 71-acre parcel is adjacent to recently approved non-residential projects and existing residential communities.

(b) the extent to which population growth and development trends warrant an amendment, including an analysis of vested and approved but unbuilt development;

The Property lies within the Northwest Sector of St. Johns County, an area where much of the County's population growth and development is occurring. Nearby approved projects include Bartram Park, Julington Creek Plantation, Durbin Crossing, Durbin Park, Bartram Market and other major residential and mixed use developments. Many of the residential communities listed in the preceding sentence are almost built out, and Durbin Park, Bartram Market and other commercial and office projects are under construction. This project will provide a mixture of commercial, office and residential uses to compliment the surrounding developments.

(c) the extent to which adequate infrastructure to accommodate the proposed amendment exists, or is programmed and funded through an adopted Capital Improvement Schedule, such as the County Capital Improvement Program, the Florida Department of Transportation Five-Year Work Program, the North Florida Transportation Planning Organization (TPO) Transportation Improvement Program, or will be privately financed through a binding executed agreement, or will otherwise be provided at the time of development impacts as required by law;

Access to the Property is via Race Track Road and St. Johns Parkway, which are existing, improved public roads. No additional off-site roads will be needed to provide access to the Property. The Applicant will provide any required turn-lane improvements from Race Track Road and St. Johns Parkway into the project site. All driveways within the Property will be owned and maintained by either a property owners association or community development district.

(d) the extent to which the amendment will result in an efficient use of public funds needed for the provisions of new infrastructure and services related to it;

The Property can be easily served by the existing Race Track Road and St. Johns Parkway for access. Existing JEA water and sewer lines are located adjacent to the site, in the Race Track Road right-of-way. The Applicant will connect those lines into the Property. Therefore, no public funds are needed for the provision of new infrastructure or services for the project.

(e) the extent to which the amendment will not result in a sprawl development pattern as determined by Chapter 163, Florida Statutes, and will not discourage infilling of more appropriate areas available for development within existing Development Area Boundaries; and

Section 163.3177(6)(a)9.b, Florida Statutes, states that a Comprehensive Plan amendment shall be determined to discourage the proliferation of urban sprawl if it

incorporates a development pattern or urban form that achieves four or more of the following:

1. **Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.**

   Project accomplishes by providing residential, commercial and office development for County residents within the existing Development Area.

2. **Promotes the efficient and cost-effective provision or extension of public infrastructure and services.**

   Project accomplishes by using the existing roadway network of Race Track Road and St. Johns Parkway, as well as existing JEA water and sewer lines located within the Race Track Road right-of-way.

3. **Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.**

   Project accomplishes this by requiring, by forthcoming Planned Unit Development rezoning application, vehicular and pedestrian interconnectivity within the site, including the Property, and to off-site areas.

4. **Promotes conservation of water and energy.**

   Project accomplishes by connecting to existing water and sewer systems owned by JEA within the existing Development Area boundary.

5. **Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.**

   Not applicable. No agricultural uses are proposed for the Property.

6. **Preserves open space and natural lands and provides for public open space and recreation needs.**

   The Project accomplishes by preserving a majority of on-site wetlands (a minimum of 19 acres) within a Conservation FLUM designation and providing for open space and recreational areas in a forthcoming Planned Unit Development rezoning application. The residential portion of the project will provide recreational facilities and land in compliance with the Code and Comprehensive Plan.

7. **Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.**

The Project accomplishes by providing multi-family residential housing and 250,000 square feet of commercial and office space to serve existing and future residents of this area of St. Johns County.

8. **Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in section 163.3164**.

Project accomplishes by providing residential, commercial and office development in a compact development pattern within a Property that is surrounded by existing residential, Mixed Use, Community Commercial and Intensive Commercial development in Northwest St. Johns County.

The Property will be developed in the manner required by Section 163.3177(6)(a)9.b, Florida Statutes, and thus does not, by law, constitute urban sprawl. As shown in the Conceptual Site Plan attached to this application, the Applicant is proposing multi-family residences at an average density of approximately 13 units per developable acre (maximum 400 units within approximately 31 acres) and non-residential intensities of approximately 16,700 square feet per developable acre (maximum 250,000 square feet within approximately 15 acres). The Property is surrounding by existing residential communities and is thus infill development.

(f) the extent to which the amendment will result in a sustainable development pattern through a balance of land used that is internally interrelated; demonstrates an efficient use of land; ensures compatible development adjacent to agriculture lands; protects environmental qualities and characteristics; provides interconnectivity of roadways; supports the use of non-automobile modes of transportation; and appropriately addresses the infrastructure needs of the community.

The Applicant has devised a Conceptual Site Plan in order to illustrate how the proposed FLUM change is consistent and compatible with the FLUM designations of surrounding lands. The Applicant will provide roadway and sidewalk interconnectivity throughout the site, as shown on the Conceptual Site Plan. The Applicant will also provide sidewalk interconnectivity with lands to the south and west. Such facilities will be available for use by members of the public. The project will use the existing Race Track Road and St. Johns Parkway for site access.

The Applicant will connect to water and sewer lines available within Race Track Road.

Policy A.1.2.6 The extension or expansion of utilities and roads should promote compact, contiguous development patterns.

As stated above, development of the site will not require extension or expansion of utilities or roads. Race Track Road and St. Johns Parkway provide ample access, and water and sewer lines exist adjacent to the Property. Project utilities will be provided as

required by applicable provisions of the Code and an availability letter from JEA at the time of design.

Objective A.1.3 Surrounding Land Use

The County shall locate land uses so they are compatible and complementary.

The Property is located adjacent to lands with FLUM designations of Residential B, Julington Creek Plantation DRI and Mixed Use District and is situated along Race Track Road and St. Johns Parkway. Surrounding uses include the Julington Creek Plantation, Durbin Park, Bartram Park, other commercial and offices uses and single-family residences.

Adjacent and nearby FLUM designations are Mixed Use District to the east and Residential-B and Julington Creek Plantation DRI to the north, west and south.

Objective A.1.11 Provision of Efficient, Compact Development

The County shall encourage an efficient and compact land use pattern providing moderate overall densities and adequate land uses to support balanced growth and economic development.

The Applicant has devised a Conceptual Site Plan in order to illustrate how the proposed FLUM change will be consistent and compatible with development in the surrounding area. The proposed FLUM amendment allows an efficient and compact land use pattern that provides overall densities and adequate land uses to support balanced growth in this area of the County. The project also promotes economic development by providing commercial and office uses in an area of the County where many people live.

Objective A.1.9 The County shall provide a mixture of land uses within designated Mixed Use Districts to encourage large concentrated areas of commercial, office light industrial, residential, recreation and cultural facilities at a scale which is capable of serving large segments of the County and region.

The project is designed to provide multi-family residential and community-related commercial and office space in an area of the County where single-family residential growth is high. The proposed multi-family units will provide a different, more affordable unit type in this area of St. Johns County. These commercial and office services are of a scale capable of serving large segments of the County and region.

Policy A.1.9.1

All land uses, as provided for in the County Comprehensive Plan and County land development regulations, may be included within Mixed Use Districts as designated on the Future Land Use Map, except as provided in Policy A.1.9.8. The Mixed Used Districts are intended to provide for areas that have a mixture of land uses, including commercial, light industrial, office and low, medium and high density residential development, and are supported by urban services (e.g. central water and sewer.)

Residential densities within Mixed Use Districts shall be consistent with adjacent land uses and may transition from low to high density.

Intensity of non-residential uses shall be limited to 75% Impervious Surface Ratio (ISR) and 70% Floor Area Ratio (FAR) as further governed by Policy A.1.11.3.

The proposed maximum 250,000 square feet of commercial and office space and maximum 400 multi-family units will be served with central water and sewer. The proposed text amendment limits uses within the property to residential and community-related commercial and office services, but allows a higher intensity of use in exchange for providing required scenic and development edges and open space. The proposed residential development is an average density of approximately 13 units per developable acre and non-residential intensities of approximately 13,400 square feet per developable acre, which is consistent with adjacent land uses.

Policy A.1.9.2

Mixed Use Districts are not intended to provide for linear strip commercial development, but rather to incorporate commercial, light industrial, office, and residential uses in a manner that promotes a diversity of residential and non-residential activities in a concentrated area. It is intended that the highest land use intensities occur at the center of the Mixed Use Districts with decreasing intensity of uses proceeding outward toward the adjacent land use designations. When not appropriate, development of the Mixed Use District shall ensure compatibility with the adjacent properties. Adequate buffering can be shown to alleviate incompatibilities and protect existing community character.

As shown in the Conceptual Site Plan, the Applicant proposes a fully integrated community that clusters the planned development in uplands while preserving a majority of contiguous wetlands. During the site planning process, the Applicant will ensure that the proposed development does not contain strip commercial or low-density residential development. The existence of wetland that runs through the southern portion of the Property will naturally require clustered development and will preserve a regional wetland and wildlife corridor. The site planning will also incorporate internal and pedestrian connections within the Property, improved connectivity to the surrounding transportation network and increased flexibility in overall development.

Objective A.1.11.1(i) Conservation

Conservation shall mean lands, wetlands and tidal marsh along with adjacent upland islands and other areas as designated on the Future Land Use Map. Due to their sensitive environmental qualities, only very low-intensity uses shall be permitted subject to all regulatory permitting requirements. Permitted uses shall include:

Water related recreational uses, including but not limited to boat ramp facilities (excluding marinas and ports), shore access facilities, fish camps, or similar low-impact water oriented facilities, provided such uses shall be subject to all applicable federal, state, regional, and local permitting requirements, and such uses shall be designed and constructed pursuant to applicable land development regulations so as to minimize the impact on adjacent natural resources and such uses shall be subject to a maximum floor area ratio of 0.10 and a maximum

impervious surface ratio of 0.10, and such uses shall maintain the following minimum percentages of the proposed development site as undisturbed open space:

(a) for proposed development sites less than (10) acres, minimum open space of 80% of the site;

(b) for proposed development sites containing ten (10) acres or more, but less than fifty (50) acres, minimum open space of 85% of the site; and,

(c) for proposed development sites containing fifty (50) acres or more, minimum open space of 90% of the site.

Outdoor passive or resource-oriented uses, including preservation areas, nature centers, pedestrian trails, passive parks, picnic or scenic areas, environmental interpretative centers, wildlife preserves, primitive campgrounds, and similar low impact uses, provided such uses shall be subject to all applicable federal, state, regional, and local permitting requirements, and such uses shall be subject to a maximum floor area ratio of 0.10, and a maximum impervious surface ratio of 0.10, and such uses shall maintain the following minimum percentages of the proposed development site as undisturbed open space:

(a) for proposed development sites less than ten (10) acres, minimum open space of 80% of the site;
(b) for proposed development sites containing ten (10) acres or more, but less than fifty (50) acres, minimum open space of 85% of the site; and
(c) for proposed development sites containing fifty (50) acres or more, minimum open space of 90% of the site.

Aquaculture, shell fishing, and other similar uses, subject to all permitting requirements.

Residential development limited to one (1) unit per 100 acres.

Existing development that was lawful prior to the adoption of the Plan. Any such existing development shall be treated as a legal non-conforming use pursuant to the Plan.

The Applicant will not develop any of the Conservation designated lands. These lands will be preserved in their natural state in perpetuity, adding to the existing greenway that runs from Durbin Creek southwest to the St. Johns River.

Goal A.2

To ensure that the Northwest Section of St. Johns County will grow in the form of complete communities and neighborhoods within a framework of connected development edges and recreational trails, an orderly roadway and transportation circulation system, that will sustain and provide a high quality of life, protection of the natural environment, a sound economy, efficient movement of goods, services, and people and provide a healthy social and cultural environment for all residents. For the purpose of this Goal, the Northwest Sector shall be defined as the area of St. Johns County bounded by Duval County, the St. Johns River, CR 208, and Interstate 95.

The Project will comply with Goal A.2. As shown on the Conceptual Site Plan, the Applicant has provided the scenic and development edges required for this mixed-use development. The project also provides pedestrian and vehicular connection to Race Track Road, St. Johns Parkway and their adjacent sidewalks.

Objective A.2.1.9 Northwest Sector General Development Pattern

(a) Development shall respect existing development patterns and provide for compatibility, quality and integrity of existing neighborhoods. Screening between neighborhoods shall have a vegetation component. The use of opaque fencing, walls and similar privacy fencing around the perimeter of neighborhoods shall also provide natural vegetation along the outside.

The Applicant is proposing to develop a maximum of 250,000 square feet of commercial and office space and a maximum of 400 multi-family residential units on the Property, which is compatible with the uses and densities of the surrounding land. The Applicant will provide the required development and scenic edges, as shown on the Conceptual Site Plan. The proposed residential, commercial and office space will be buffered and screened in compliance with applicable Code provisions.

(b) Incompatibilities between existing neighborhoods shall be mitigated through architectural design, development edges and recreational trails, additional landscaping and similar types of screening. Proposed mitigation for neighborhood incompatibility shall be determined by the Board of County Commissioners. The burden of proof shall be upon the Applicant to prove to the Board of County Commissioners that the proposed mitigation meets the intent of this policy.

The Applicant will comply with requirements of the Comprehensive Plan and Land Development Code to provide required buffering, development edges, screening and architectural design to eliminate any incompatibilities between nearby neighborhoods and the proposed project.

(c) Development shall identify and incorporate into its plans measures to protect rural character, archeological, cultural, and historic sites, when these sites are deemed to be significant by St. Johns County or the State of Florida.

No archeological, cultural or historic resources are located on the Property.

(d) Development shall avoid the creation of urban sprawl and strip development.

Please see responses under Policy A.1.2.5 concluding that the project does not create urban sprawl, as defined by Florida law. The project does not contain strip development.

(e) Development shall provide accessible open space in the form of squares, plazas, parks, greens and similar open space design. The extent, scale and size of these open space areas shall be submitted with the development plan. Where possible, areas

used as open spaces shall consider the use of existing agricultural or rural silvicultural areas to help maintain the rural character of the sector.

The Applicant will provide all required open space and development and scenic edges within a forthcoming Planned Unit Development rezoning application.

(f) Residential, commercial, retail, office and other non-residential uses shall be provided in compact centers. Strip development shall be prohibited. Commercial, retail, office and other non-residential uses shall be interconnected with residential areas with vehicular, bike and pedestrian ways to assist in alleviating traffic congestion on other roadways.

The proposed residential uses are provided interior to the Property and will be adequately screened and buffered from the surrounding lands by the required open space and development and scenic edges. The proposed commercial and office uses will be provided in compact centers and not in a strip development. The project will provide pedestrian/bicycle and vehicular interconnection with surrounding lands.

(g) When determined appropriate, development shall provide a mixture of housing types and price ranges to provide housing opportunities for all residents of the Northwest and benefit the area's economy.

The project will provide essential multi-family units in an area of the County where single-family homes dominate the market. The multi-family units will be more affordable to younger people and others who desire to have their first homes or retirement homes in St. Johns County.

(h) Development shall provide a pedestrian friendly transportation system. Pedestrian sidewalks or bikeways shall be provided.

The Applicant will provide sidewalks within the Property and along Race Track Road and St. Johns Parkway adjacent to the Property (to the extent the sidewalks do not already exist), as depicted on the Conceptual Site Plan, to provide pedestrian and bicycle interconnection.

(i) When determined appropriate, development shall provide the location and proposed density/intensity of development of each neighborhood, as well as the demand, location and size of schools, civic sites and parks in accordance with the requirements of these policies.

The Conceptual Site Plan shows the locations of proposed residential areas, park sites, open space and other improvements.

(j) Development shall identify major, minor collector roadways and limited access arterial roadways. Interconnectivity within the development and with surrounding development shall be provided.

The project will connect to Race Track Road and St. Johns Parkway, in the locations depicted on the Conceptual Site Plan. The project will provide pedestrian and bicycle inter-connection with surrounding properties (with the exception of the properties to the south due to the location of extensive wetlands within the Property).

(k) Development shall identify bikeways and pedestrian ways. Bikeway and pedestrian interconnectivity within the development and with the surrounding area shall be provided, if feasible.

The Applicant will construct a sidewalk along the south side of Race Track Road and along the west side of St. Johns Parkway to provide pedestrian and bicycle interconnection with surrounding lands.

(l) Development shall identify the extent, type and location of natural features and vistas in the planned development.

The Applicant has engaged an environmental consultant to identify the extent, type and location of natural features within the Property. A majority of the onsite wetlands will be preserved within the Conservation FLUM designation.

(m) Development shall identify existing land uses and prevalent development patterns within and surrounding the proposed development within the defined community.

The Property is located adjacent to lands with FLUM designations of Residential B, Julington Creek DRI and Mixed Use District and is adjacent to Race Track Road and St. Johns Parkway. Adjacent and nearby include commercial and office uses range in intensities from 10,000 to 20,000 square feet per acre.

Adjacent FLUM designations are Residential B and Julington Creek DRI to the west, north and south and Mixed Use District to the east.

(n) Development shall identify development edges and recreational trails and other environmental features within and surrounding the proposed development within the defined community.

As shown on the Conceptual Site Plan, the Applicant has provided the required development edges, to the north and east, with pedestrian and vehicular connection to Race Track Road and St. Johns Parkway and their adjacent sidewalks/paths.

(o) Development shall identify the developable land area within the development.

Developable land within the Property is depicted on the Conceptual Site Plan.

(p) When determined appropriate, Development shall identify public facilities and services available to the area, available capacity and any deficiencies.

The Applicant has provided information about public facilities and services available to the area and available capacity as an exhibit to the Comprehensive Plan Amendment application form enclosed. There are no facility or capacity deficiencies.

(q) Development shall use underground utilities unless topography, drainage, or similar constraints cause underground utilities not to be feasible. This includes electric, water, sewer, cable, fiber optics, and phone lines that may be located in the development edges.

The project will provide underground utilities unless infeasible.

(r) Development shall provide a statement of the community goals and objectives (Vision) consistent with the goals, objectives and policies of the Northwest Sector Overlay and provide how the proposed development meets the intent of the Vision.

This narrative provides a statement of the community goals and objectives.

(s) Development shall identify the relationship to the surrounding defined community, neighborhoods, and commercial support areas.

The Applicant has devised a Conceptual Site Plan in order to illustrate how the proposed FLUM changes will be consistent and compatible with development in the surrounding area. The proposed development of this approximately 71-acre parcel is an efficient and compact land use pattern that provides overall intensities and adequate land uses to support balanced growth in this area of the County.

(t) When determined appropriate, the Development shall identify the proposed locations for right-of-ways and reserve right-of-way for roadways depicted on the Northwest Sector Overlay Map.

The Applicant will reserve any requested road right-of-way.

(u) Development shall identify neighborhood support facilities that are projected to be needed to address the impacts of the proposed development, such as but not limited to, traffic circulation, water and wastewater treatment plants, solid waste transfer facilities, fire stations, emergency medical services, police stations, government buildings, libraries, civic/cultural places, public gathering places, parks, and schools.

The Applicant will provide project roadway connection to Race Track Road and St. Johns Parkway in the locations depicted on the Conceptual Site Plan and will connect existing JEA water and sewer lines into this site. The Applicant, its successors and assigns, will also provide required parks and open space. The Applicant does not propose to provide any solid waste transfer facilities, fire stations, emergency medical services, police stations, government buildings, libraries, civic/cultural places, public gathering places.

Objective A.2.1.10 Northwest Sector Neighborhood Design

(a) The basic building block within the Northwest Sector is neighborhoods. Generally, neighborhoods are sized to include up to four hundred (400) dwelling units.

The project will include a maximum of 400 multi-family units.

(b) Neighborhoods shall include neighborhood support facilities and services.

The project will include required neighborhood support facilities and services.

(c) Neighborhoods shall be planned and designed as follows:

(1) Except in areas where a Scenic Edge is required or a deviation is approved, each neighborhood shall provide a minimum 35-foot development edge. The development edge shall contain uplands.

Project will provide the required scenic and development edges.

(2) Each neighborhood shall have a centrally located civic space or public gathering place in the form of a square, green or common area to serve as a focal point of the neighborhood. These civic spaces shall be identifiable through the use of greens, parks, landscape features, and public art.

Project will provide the required parks, open space and other civic space.

(3) The road network within a neighborhood shall emphasize the use of two-lane streets that connect to adjacent neighborhoods.

Project will include two-lane streets that interconnect with the commercial portion of the property and Race Track Road and St. Johns Parkway.

(4) Neighborhood streets shall use traffic calming design standards. Such traffic calming design may include but is not limited to the installation of traffic circles, narrow travel lanes, the installation of sidewalks, street trees, and the allowance of on-street parking.

Traffic calming devices will be used when applicable.

(5) and (6) Housing shall have direct access to sidewalks and shall be oriented to parks and public spaces, where applicable.

Sidewalks will be provided along one side of all interior streets. The multi-family units will be oriented to parks and public spaces.

(7) A variety of block lengths shall be provided.

The project will include a variety of block lengths. This detail will be shown in the Master Development Plan for a forthcoming Planned Unit Development rezoning application for this Property.

(8) To encourage architectural variety, lot sizes shall be varied throughout each neighborhood.

The project will provide multi-family units, which will add housing variety to the Northwest Sector.

(9) Dwelling unit setbacks and lot location may also vary within block.

Setbacks and lot locations will vary within blocks.

(10) Repetitive housing design and front lot facades shall be discouraged.

The project will discourage repetitive housing design and front lot facades.

(11) Front porches, alleyways and detached garages may be allowed.

Not applicable.

(12) A mixture of single family residential detached dwelling units, multi-family residential dwelling units, duplexes, zero lot line detached and attached residential dwelling units shall be encouraged within neighborhoods.

The Applicant is proposing only multi-family dwelling units, but such units will vary in size.

(13) Accessory uses, such as but not limited to guesthouses, garage apartments, and home offices may be allowed.

Home offices may be permitted in the project's multi-family units.

(14) All utilities within developments shall be underground unless topography, drainage, or similar constraints cause underground utilities not to be feasible. This includes electric, water, sewer, cable, fiber optics, and phone lines that may be located in the scenic and development edges.

All utilities will be underground unless infeasible.

(15) Low wattage street lighting shall be provided in a uniform manner throughout the Neighborhood.

Low-wattage street lighting will be provided in a uniform manner.

(16) Each Neighborhood shall have a Neighborhood park, a minimum of five (5) acres per 1,000 design population of the neighborhood, pro rata with a minimum of one acre. The park shall be designed with activities and facilities that serve the projected population of the neighborhood and to accommodate all age groups of the project's projected population.

The project will provide a minimum of five (5) acres per 1,000 design population of Neighborhood parks.

CONSERVATION

Goal E.2

The County shall conserve, utilize, preserve and protect the natural resources of the area, including air, water, wetlands, water wells, estuaries, water bodies, soils, minerals, vegetative communities, wildlife, wildlife habitat, groundwater recharge areas and other natural and environmental resources, ensuring that resources are available for existing and future generations.

The Applicant will preserve a majority of on-site wetlands under the Conservation FLUM designation. This measure will ensure that natural and environmental resources will be available for existing and future generations. The Applicant is not requesting residential unit density bonus for the preservation of this contiguous wetland.

Objective E.2.2 Native Forests, Floodplains, Wetlands, Upland Communities, and Surface Water

The County shall protect native forests, floodplains, wetlands, upland communities and surface waters within the County from development impacts to provide for maintenance of environmental quality and wildlife habitats.

The Applicant will preserve a majority of on-site wetlands from development impacts under the Conservation FLUM designation. Preserved wetlands will be placed under conservation easement with the St. Johns River Water Management District to ensure their perpetual protection.

Policy E.2.2.3 In order to protect the functional viability and productivity of forested wetland systems as natural resources, silviculture activities within forested wetlands:

(a) Shall not significantly alter overall wetland community characteristics (i.e. hydrology, topography, plant species diversity, wetland forest composition, canopy cover or average forest age structure).

(b) Shall not result in the conversion of historical forested wetlands into either upland systems or other types of wetland systems, except pursuant to restorative silviculture activities.

(c) Shall comply with the ACOE's, DEP's, SJRWMD's, the Department of Agriculture and Consumer Services, and the Division of Forestry's Best Management Practices.

The Applicant will not conduct silvicultural activities within forested wetlands once this Comprehensive Plan Amendment application is approved by the County Commission to ensure their perpetual protection.

Policy E.2.2.21

The County shall implement the County Greenway, Blueway and Trails Master Plan to protect and enhance the natural, cultural and historical resources of the County while providing interconnecting accessways between public conservation and park lands. The established Greenways/Blueways/Trails shall be coordinated with the surrounding counties and municipalities.

The preservation of a portion of the Property under Conservation FLUM designation will enhance the County's Greenway Plan by interconnecting other contiguous protected wetlands ranging from Durbin Creek southwest to the St. Johns River.

TRANSPORTATION ELEMENT

Objective B.1.6 Transportation and Land Use

All residential, non-residential, and planned unit developments shall provide a circulation system which: provides safe access to the major roadway network; provides for proper design of local and collector streets within such development; and otherwise supports the objectives and policies of the Land Use and Transportation Elements of the Plan.

The Applicant will utilize the existing Race Track Road and St. Johns Parkway to access the development. Internal access roads will connect to Race Track Road and St. Johns Parkway in the locations depicted on the Conceptual Site Plan.

Policy B.1.6.4 Circulation within and between Developments. The County shall, as necessary, ensure that development shall include features and provisions which encourage internal automobile circulation, bicycle use, pedestrian movement, and other features to minimize utilization of the major roadway network; and still make provisions for public road, public bikeway, and pedestrian access to the adjoining properties.

As depicted on the Conceptual Site Plan, the Applicant will include internal automobile, bicycle and pedestrian interconnectivity within the Property via Race Track Road and St. Johns Parkway and, to the extent practicable, with adjacent lands.

STRATEGIC REGIONAL POLICY PLAN (SRPP) CONSISTENCY

The Northeast Florida Regional Council adopted its updated Strategic Regional Policy Plan (SRPP) in 2014 as a means to identify and provide direction on a variety of issues impacting the region as a whole. As noted in the document, "the SRPP is not a regulatory document…. but is intended to identify key and important issues/areas which will influence and direct northeast Florida to where it desires to be as the region moves forward into the next century." The SRPP addresses five key elements including Affordable Housing, Economic Development, Emergency Preparedness, Natural Resources of Regional Significance, and Regional Transportation.

The Applicant has reviewed the SRPP and related exhibits for consistency in project approach and intent. Although the SRPP is directed more towards regional and/or municipal level guidance, there are several elements of that plan that can be applied or have been proposed as part of the proposed project.

TRANSPORTATION ELEMENT

Regional Policy 13

The multi-modal transportation network supports the wide range of lifestyle choices available to First Coast residents. Dense, transit-oriented communities are spread throughout the Region in locations that are supported by local governments and residents. These centers offer a diversity of jobs, schools, homes, civic, cultural, and faith-based uses, recreation, services and amenities.

The proposed change of the Property from Rural/Silviculture to Mixed Use District and Conservation FLUM designations provides for a wide range of housing choices for residents and offers a diversity of jobs and homes, with schools, civic and cultural facilities, faith-based uses recreation and services provided nearby.

NATURAL RESOURCES ELEMENT

Regional Policy 18

The NEFRC supports local government efforts to reduce impervious surfaces, encourage infill and redevelopment, and use low impact development practices in the Region.

The Applicant has devised a Conceptual Site Plan that provides infill development within the Northwest Sector while preserving a majority of on-site wetlands under a Conservation FLUM designation. The Applicant will work with St. Johns County, the St. Johns River Water Management District and the U.S. Army Corps of Engineers in order to delineate and protect the contiguous on-site wetland systems.

STATE AND COMPREHENSIVE PLAN CONSISTENCY

An analysis of this proposed amendment, including consistency with Section 163.3177, Florida Statutes, is provided below.

Section 163.3177(6)(a)9.b, Florida Statutes, states that a Comprehensive Plan amendment shall be determined to discourage the proliferation of urban sprawl if it incorporates a development pattern or urban form that achieves four or more of the following:

a. Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

Project will accomplish by preserving a majority of on-site wetlands under a Conservation FLUM designation. The Applicant is not seeking residential unit density bonus for preserving these wetlands.

b. Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

Project accomplishes by using the existing roadway network and connecting to water and sewer lines located adjacent to the site.

c. Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.

Project accomplishes by providing pedestrian, bicycle and vehicular connections within the Property and to adjacent lands, as well as offering multi-family housing.

d. Promotes conservation of water and energy.

*Project accomplishes by connecting to existing water and energy utilities***.**

e. Preserves open space and natural lands and provides for public open space and recreation needs.

Project will accomplish through a forthcoming Planned Unit Development rezoning application which will preserve open space and wetland areas within the Property and provide parks and recreational areas in conformance with the Comprehensive Plan.

f. Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.

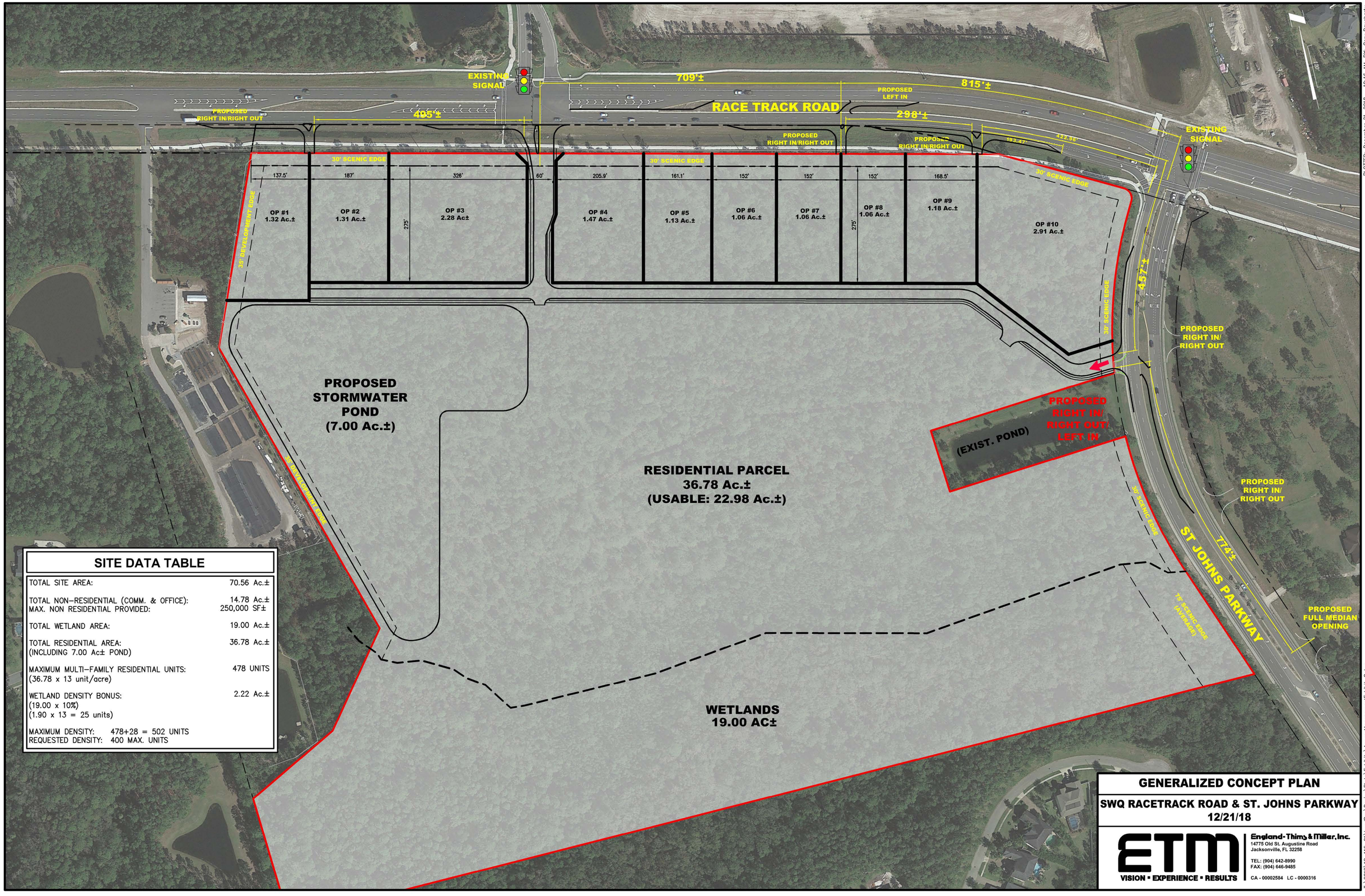
Project accomplishes by locating new multi-family residential, commercial and office development contiguous to existing residential communities.

***h.* Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that**

constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in section 163.3164.

Project accomplishes by locating new multi-family residential, commercial and office development contiguous to existing residential communities.

The Property will be developed in the manner required by Section 163.3177(6)(b), Florida Statutes, and thus does not, by law, constitute urban sprawl. As shown in the Conceptual Site Plan attached to this application, the Applicant proposes a fully integrated community that clusters the planned development in uplands while preserving a majority of contiguous wetlands. During the site planning process, the Applicant will ensure that the proposed development does not contain strip commercial or low-density residential development. The existence and protection of large wetland pockets will naturally require clustered development. The site planning will also incorporate vehicular and pedestrian connections within the Property, improved connectivity to the surrounding transportation network and increased flexibility in overall development.



SITE DATA TABLE

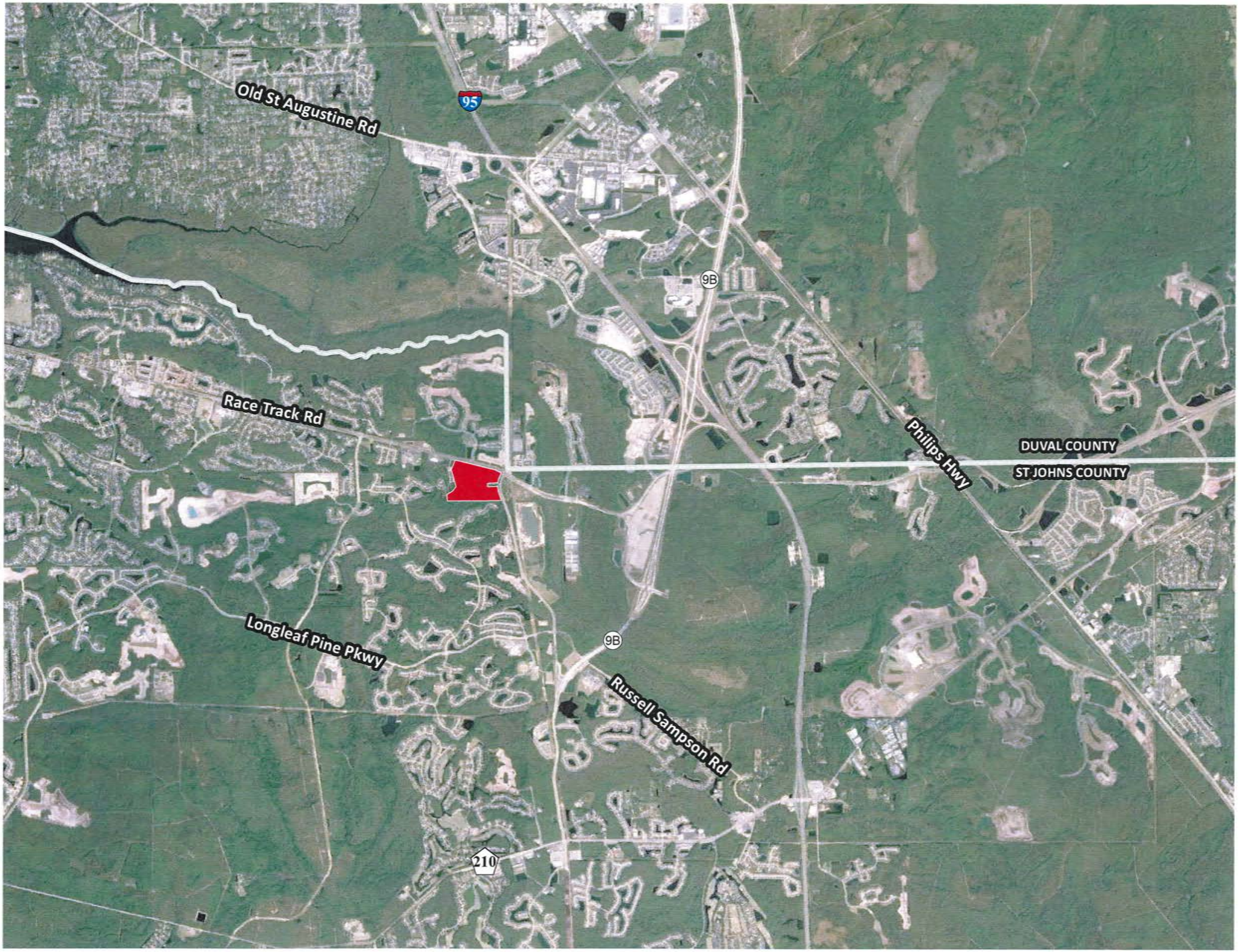
TOTAL SITE AREA:	70.56 Ac.±
TOTAL NON-RESIDENTIAL (COMM. & OFFICE): MAX. NON RESIDENTIAL PROVIDED:	14.78 Ac.± 250,000 SF±
TOTAL WETLAND AREA:	19.00 Ac.±
TOTAL RESIDENTIAL AREA: (INCLUDING 7.00 Ac± POND)	36.78 Ac.±
MAXIMUM MULTI-FAMILY RESIDENTIAL UNITS: (36.78 x 13 unit/acre)	478 UNITS
WETLAND DENSITY BONUS: (19.00 x 10%) (1.90 x 13 = 25 units)	2.22 Ac.±
MAXIMUM DENSITY: 478+28 = 502 UNITS REQUESTED DENSITY: 400 MAX. UNITS	

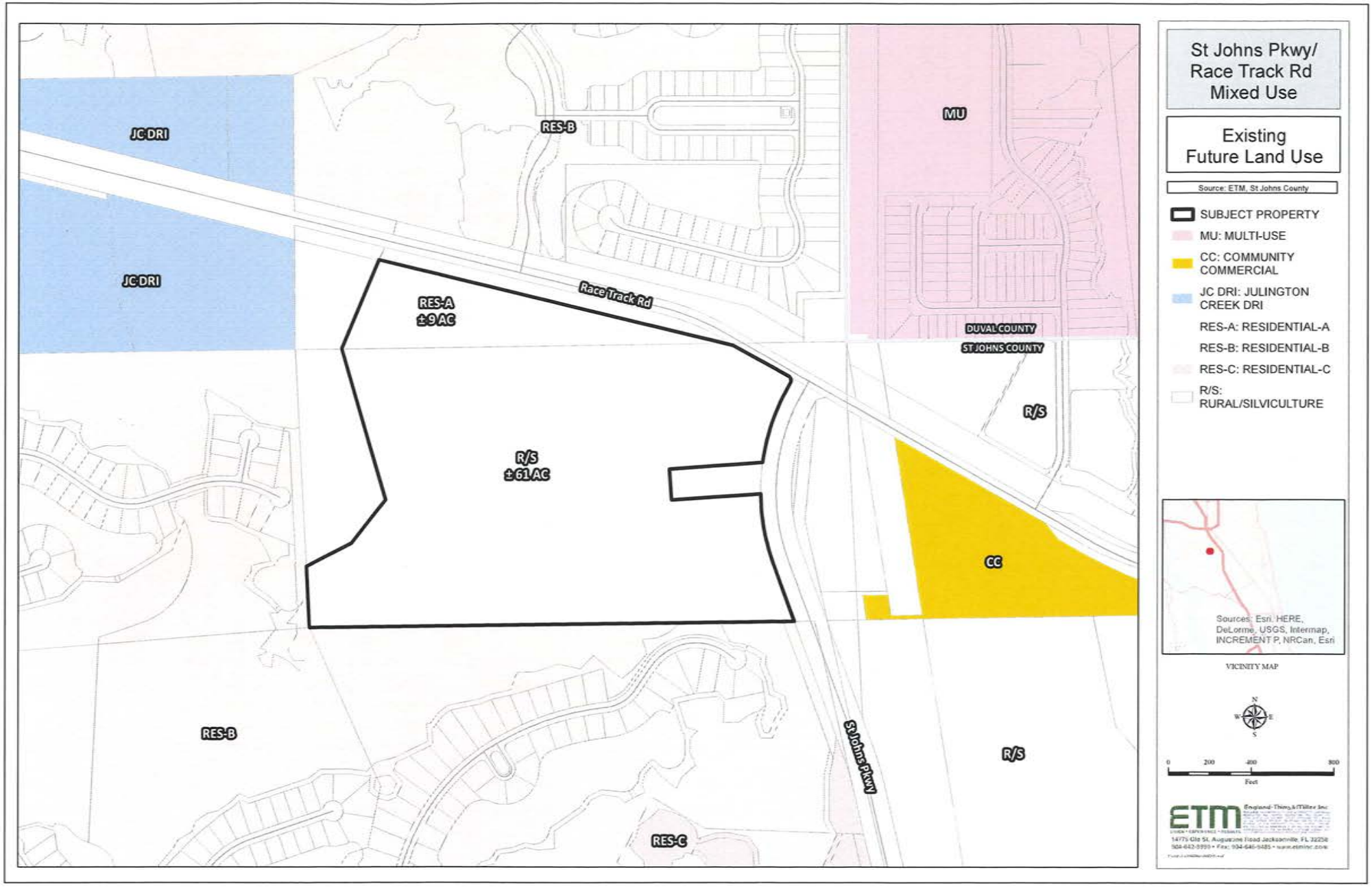
GENERALIZED CONCEPT PLAN

SWQ RACETRACK ROAD & ST. JOHNS PARKWAY
12/21/18

England-Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, FL 32258
TEL: (904) 642-8990
FAX: (904) 646-9485
CA - 00002584 LC - 0000316
VISION • EXPERIENCE • RESULTS

PLOTTED: December 21, 2018 – 10:16 AM, BY: Cory Daugherty
T:\2018\18-116-01\LandDev\Design\Plots\Exhibits\AccessManagementExhibit_C.dwg


Old St Augustine Rd
95
9B
Race Track Rd
Philips Hwy
DUVAL COUNTY
ST JOHNS COUNTY
Longleaf Pine Pkwy
9B
Russell Sampson Rd
210


JC DRI
JC DRI
RES-B
MU
Race Track Rd
RES-A
±9 AC
DUVAL COUNTY
ST JOHNS COUNTY
R/S
R/S
±61 AC
CC
RES-B
St Johns Pkwy
R/S
RES-C
St Johns Pkwy/
Race Track Rd
Mixed Use
Existing
Future Land Use
Source: ETM, St Johns County
SUBJECT PROPERTY
MU: MULTI-USE
CC: COMMUNITY COMMERCIAL
JC DRI: JULINGTON CREEK DRI
RES-A: RESIDENTIAL-A
RES-B: RESIDENTIAL-B
RES-C: RESIDENTIAL-C
R/S: RURAL/SILVICULTURE
Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri
VICINITY MAP
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ETM
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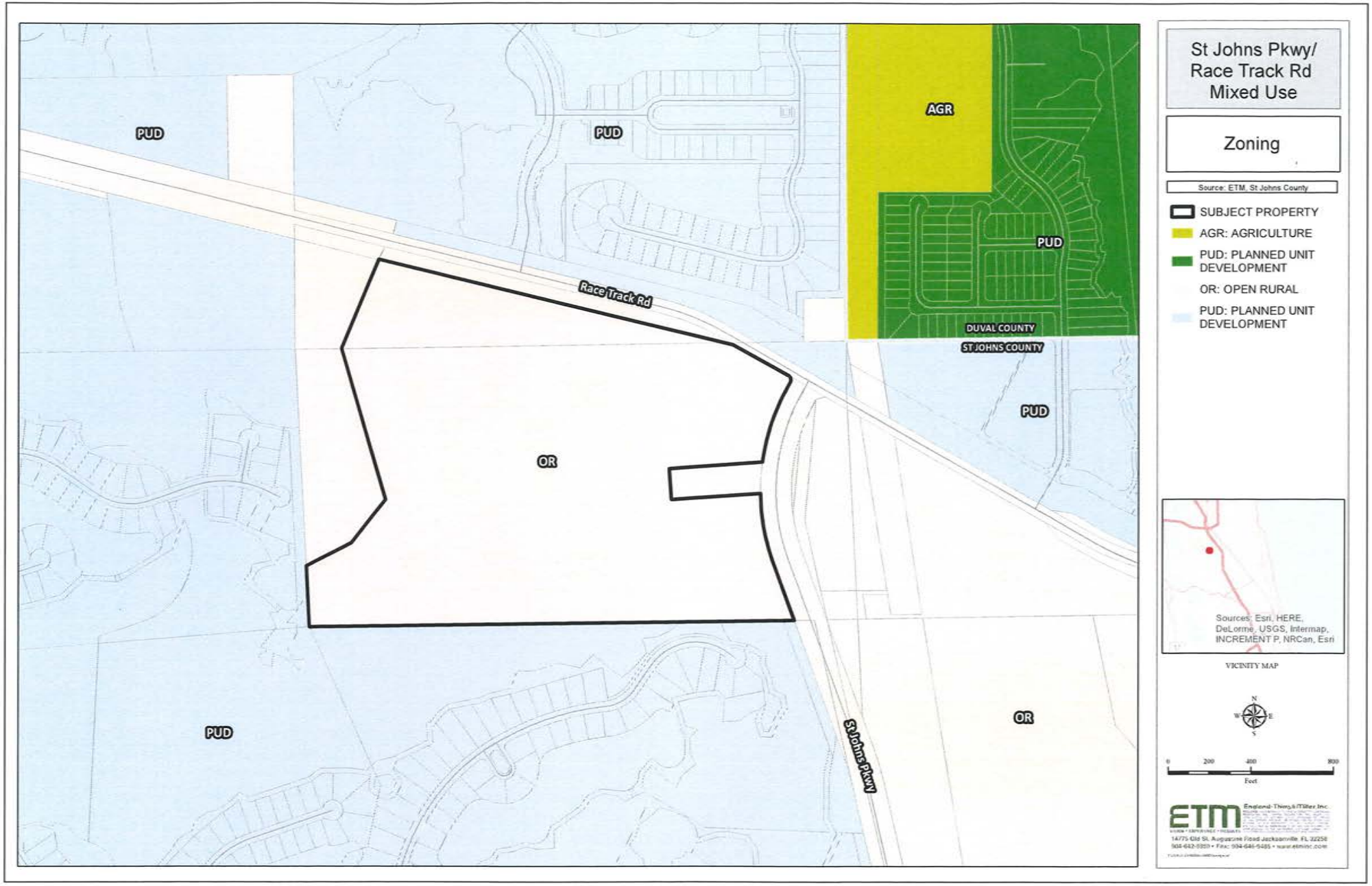

St Johns Pkwy/ Race Track Rd Mixed Use

Zoning

Source: ETM, St Johns County

- SUBJECT PROPERTY
- AGR: AGRICULTURE
- PUD: PLANNED UNIT DEVELOPMENT
- OR: OPEN RURAL
- PUD: PLANNED UNIT DEVELOPMENT

VICINITY MAP

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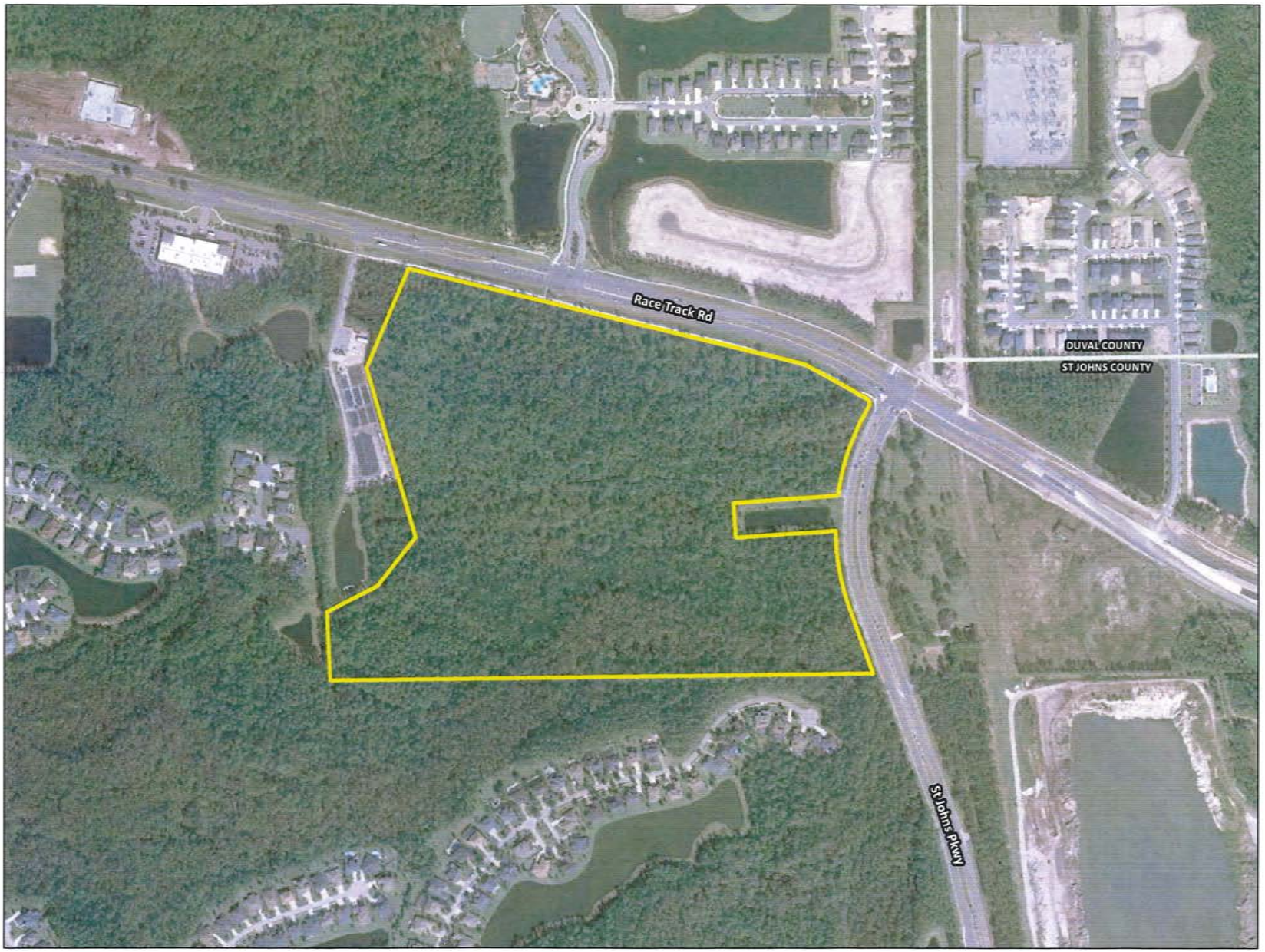
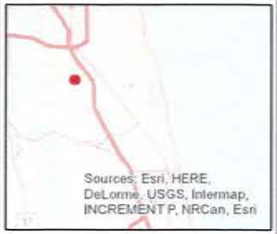


St Johns Pkwy/ Race Track Rd Mixed Use

Aerial

Source: ETM, St Johns County

SUBJECT PROPERTY



VICINITY MAP

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ETM England-Thims & Miller Inc
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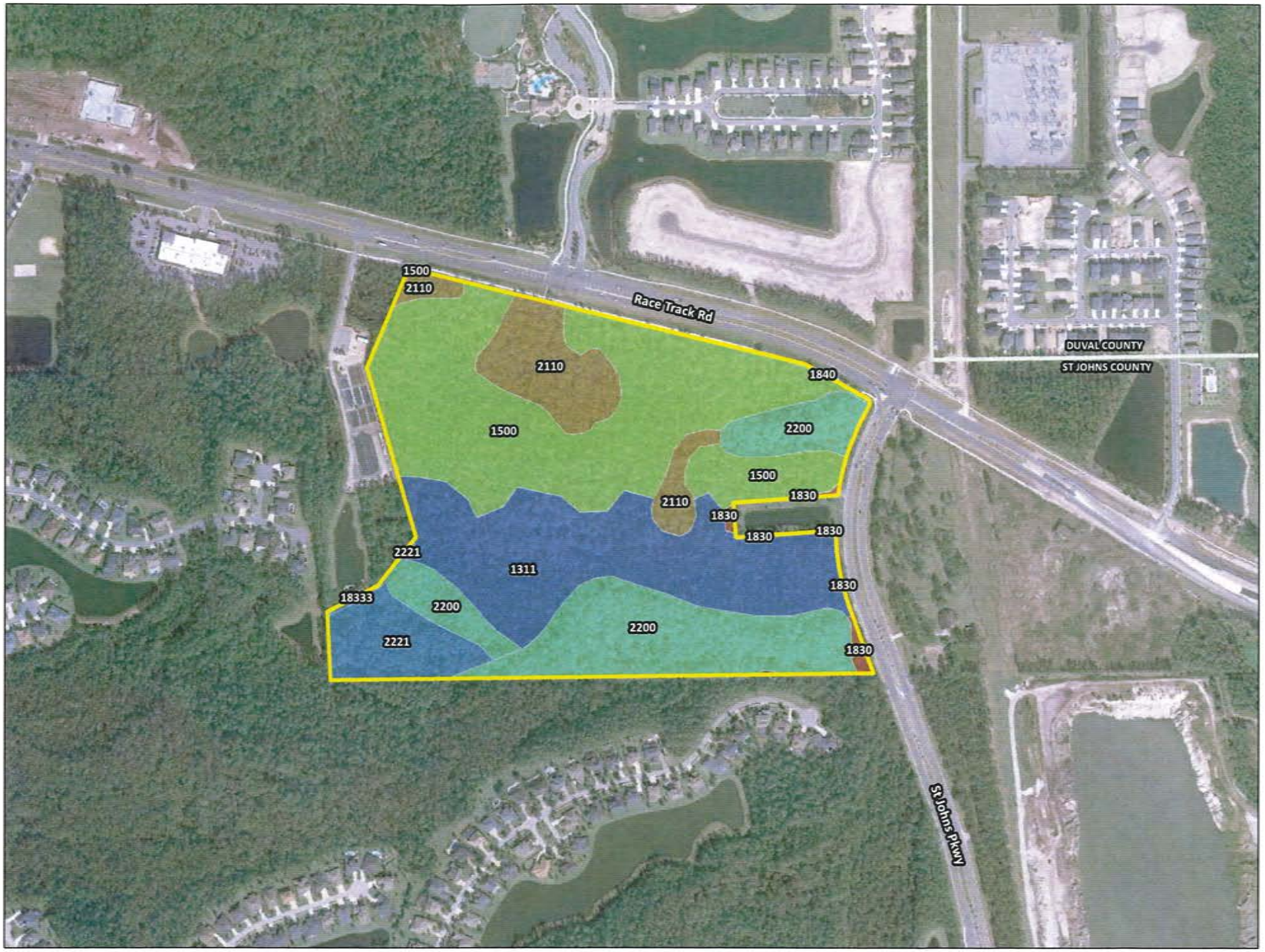
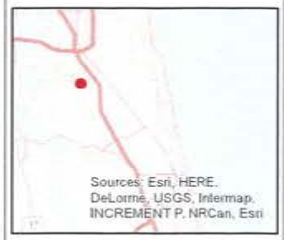


St Johns Pkwy/
Race Track Rd
Mixed Use

FLUCCS

Source: ETM, St Johns County

- SUBJECT PROPERTY
- 1311: MESIC FLATWOODS
- 1500: SHRUB AND BRUSHLAND
- 1830: RURAL
- 18333: TREE PLANTATIONS
- 1840: TRANSPORTATION
- 2110: PRAIRIES AND BOGS
- 2200: FRESHWATER FORESTED WETLANDS
- 2221: WET FLATWOODS



VICINITY MAP

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Feet

ETM
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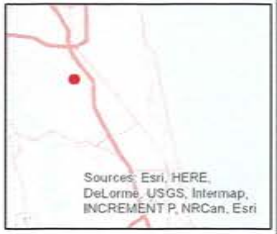
St Johns Pkwy/ Race Track Rd Mixed Use

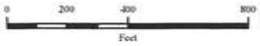
Soils

Source: ETM, St Johns County, SSURGO

- SUBJECT PROPERTY
- 08: ZOLFO
- 12: ONA
- 13: ST. JOHNS
- 22: MANATEE



VICINITY MAP



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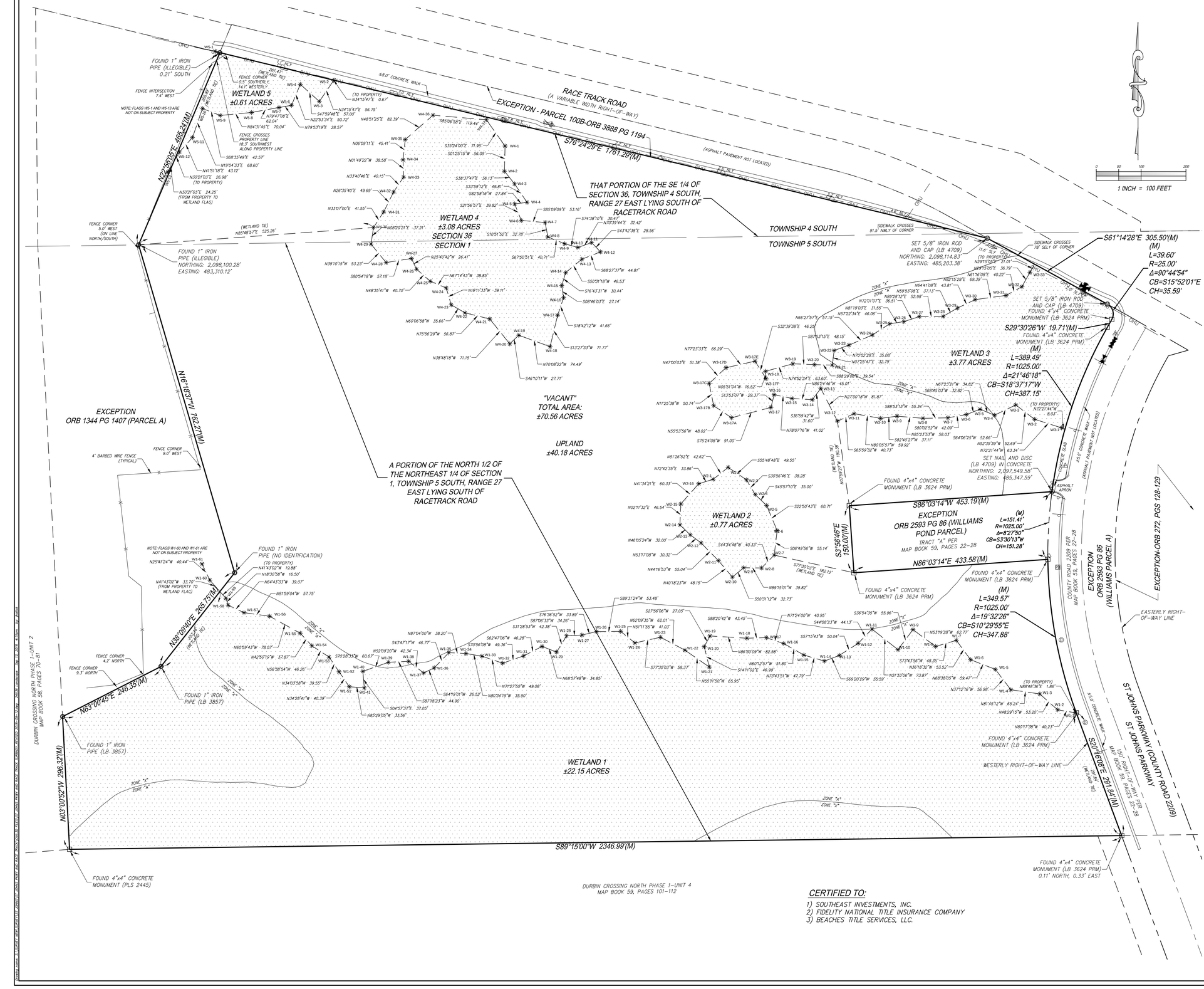
DATE OF FIELD SURVEY: AUGUST 9, 2018
REVISED: SEPTEMBER 8th, 2018

PLAT OF BOUNDARY SURVEY

-FOR-

THE FERBER COMPANY

A PORTION OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 27 EAST AND SECTION 1, TOWNSHIP 5 SOUTH, RANGE 27 EAST ST JOHNS COUNTY, FLORIDA



1 INCH = 100 FEET

LEGAL DESCRIPTION

SOUTHEAST QUARTER (SE 1/4) OF SECTION THIRTY-SIX (36), TOWNSHIP FOUR (4) SOUTH, RANGE TWENTY-SEVEN (27) EAST, LYING SOUTH OF RACE TRACK ROAD EXCEPTING THEREFROM, THE PART CONVEYED IN OFFICIAL RECORDS BOOK 1344, PAGE 1407 AND THAT PART CONVEYED IN OFFICIAL RECORDS BOOK 2593, PAGE 86 AND OFFICIAL RECORDS BOOK 3888, PAGE 1194 (PARCEL 100B)

AND

NORTH HALF (N 1/2) OF NORTHEAST QUARTER (NE 1/4), SECTION ONE (1), TOWNSHIP FIVE (5) SOUTH, RANGE TWENTY-SEVEN (27) EAST, EXCEPTING THEREFROM THE PART THEREOF CONVEYED TO JOSEPH ROTHENBERG AND MARTHA ROTHENBERG, HIS WIFE, BY WARRANTY DEED DATED FEBRUARY 28, 1975, AND RECORDED IN OFFICIAL RECORDS BOOK 272 AT PAGES 128 AND 129 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND THE PART CONVEYED IN OFFICIAL RECORDS BOOK 1344, PAGE 1407 ALSO EXCEPTING THEREFROM, THE PART OF THE ABOVE DESCRIBED LANDS LYING WITHIN THE RIGHT-OF-WAY OF RACE TRACK ROAD (A 66 FOOT WIDE RIGHT-OF-WAY) AND WITHIN THE RIGHT-OF-WAY OF RUSSELL SAMPSON ROAD (A 60 FOOT WIDE RIGHT-OF-WAY) AND THAT PART CONVEYED IN OFFICIAL RECORDS BOOK 2593, PAGE 86 AND OFFICIAL RECORDS BOOK 3888, PAGE 1194 (PARCEL 100B)

LEGEND

±	MORE OR LESS
ALTA	AMERICAN LAND TITLE ASSOCIATION
ACSM	AMERICAN CONGRESS ON SURVEYING & MAPPING
EL.	ELEVATION
LB	LICENSED BUSINESS
NO.	NUMBER
I.D.	IDENTIFICATION
ORB	OFFICIAL RECORDS BOOK
PG.	PAGE
PB	PLAT BOOK
L	LENGTH
R	RADIUS
Δ	CENTRAL ANGLE (DELTA)
CH	CHORD LENGTH
CB	CHORD BEARING
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
NSPS	NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS
(C)	CALCULATED MEASUREMENT
(M)	FIELD MEASUREMENT
(P)	PLAT MEASUREMENT
(D)	DEED MEASUREMENT
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
CIP	CAST IRON PIPE
CMP	CORRUGATED METAL PIPE
DIP	DUCTILE IRON PIPE
PVC	POLYVINYL CHLORIDE
RCP	REINFORCED CONCRETE PIPE
VCP	VITRIFIED CLAY PIPE
NAVD	NORTH AMERICAN VERTICAL DATUM
NGVD	NATIONAL GEODETIC VERTICAL DATUM
℄	CENTERLINE
R/W	RIGHT OF WAY
CCR	CERTIFIED CORNER RECORD
RLS	REGISTERED LAND SURVEYOR
LS	LAND SURVEYOR
⊡	FOUND CONCRETE MONUMENT (AS NOTED)
○	FOUND NAIL (AS NOTED)
◎	FOUND NAIL & DISC (AS NOTED)
◉	FOUND IRON ROD & CAP (AS NOTED)
○	FOUND IRON PIPE (AS NOTED)
●	FOUND IRON ROD (AS NOTED)
⊗	SET NAIL & DISK (LB 4709)
◎	SET 5/8" IRON ROD AND CAP (LB 4709)
	BENCHMARK AS DESCRIBED
Ⓓ	DRAINAGE MANHOLE
Ⓢ	SANITARY MANHOLE
⊗	SANITARY CLEANOUT
	SEWER VALVE
Ⓣ	TELEPHONE MANHOLE
	WELL (SIZE NOTED)
	IRRIGATION CONTROL VALVE
	WATER METER
	WATER VALVE
	FIRE HYDRANT
	CONCRETE UTILITY POLE
	METAL UTILITY POLE
	WOOD UTILITY POLE
	UTILITY POLE GUY ANCHOR
	LIGHT POLE (TYPE NOTED ON SURVEY)
	SIGN
	WIRE PULLBOX
	FIBER OPTIC CABLE MARKER
	GAS LINE MARKER
	GAS VALVE
	WETLAND FLAG (WITH FLAG NUMBER)
	LINE BREAK
-x-x-	WOOD FENCE
-OHU-	OVERHEAD UTILITY LINE
	CONCRETE AREA
	WETLAND AREA

SURVEY NOTES:-

1. BEARINGS DENOTED (M) AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AS DERIVED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION PERMANENT REFERENCE NETWORK (FPRN).
2. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) NUMBER 12109C0160H, ST JOHNS COUNTY, FLORIDA, EFFECTIVE DATE OF SEPTEMBER 2, 2004, THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE "X" (AREAS OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN, AND ZONE "A" (AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD, NO BASE FLOOD DETERMINATION DETERMINED). FLOOD ZONES HAVE BEEN SCALED FROM THE AFORESAID FLOOD MAP.
3. WETLAND AREAS DEPICTED HEREON WERE ORIGINALLY FLAGGED BY ECOLOGICAL CONSULTING SOLUTIONS, INC. ON JANUARY 29, 2018 AND RE-FLAGGED PER ST JOHNS RIVER WATER MANAGEMENT'S REVIEW ON AUGUST 26, 2018. THE UPDATED FLAG LOCATES WERE LOCATED FOR THE PURPOSES OF THIS SURVEY.
4. THE ACCURACY OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS OR EXCEEDS THE EXPECTED USE OF THE PROPERTY DESCRIBED HEREON. (COMMERCIAL/HIGH RISK) 1 FOOT IN 10,000 FEET.
5. IMPROVEMENTS LOCATED OUTSIDE OF TEN (10) FEET FROM THE BOUNDARY LINE SHOWN HEREON WERE NOT LOCATED.
6. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
7. UNDERGROUND UTILITIES WERE NOT LOCATED.
8. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, FILE NO. 5699-312, EFFECTIVE SEPTEMBER 6, 2018. THERE WERE NO EXCEPTIONS LISTED IN THE SCHEDULE B, SECTION II EXCEPTIONS THAT COULD BE ADDRESSED BY THIS SURVEYOR. ALL EXCEPTIONS WERE STANDARD EXCEPTIONS.

JEREMY D. HALLICK, FLORIDA LICENSED SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6715

09/12/2018
DATE

STATE OF FLORIDA
Professional Surveyor and Mapper

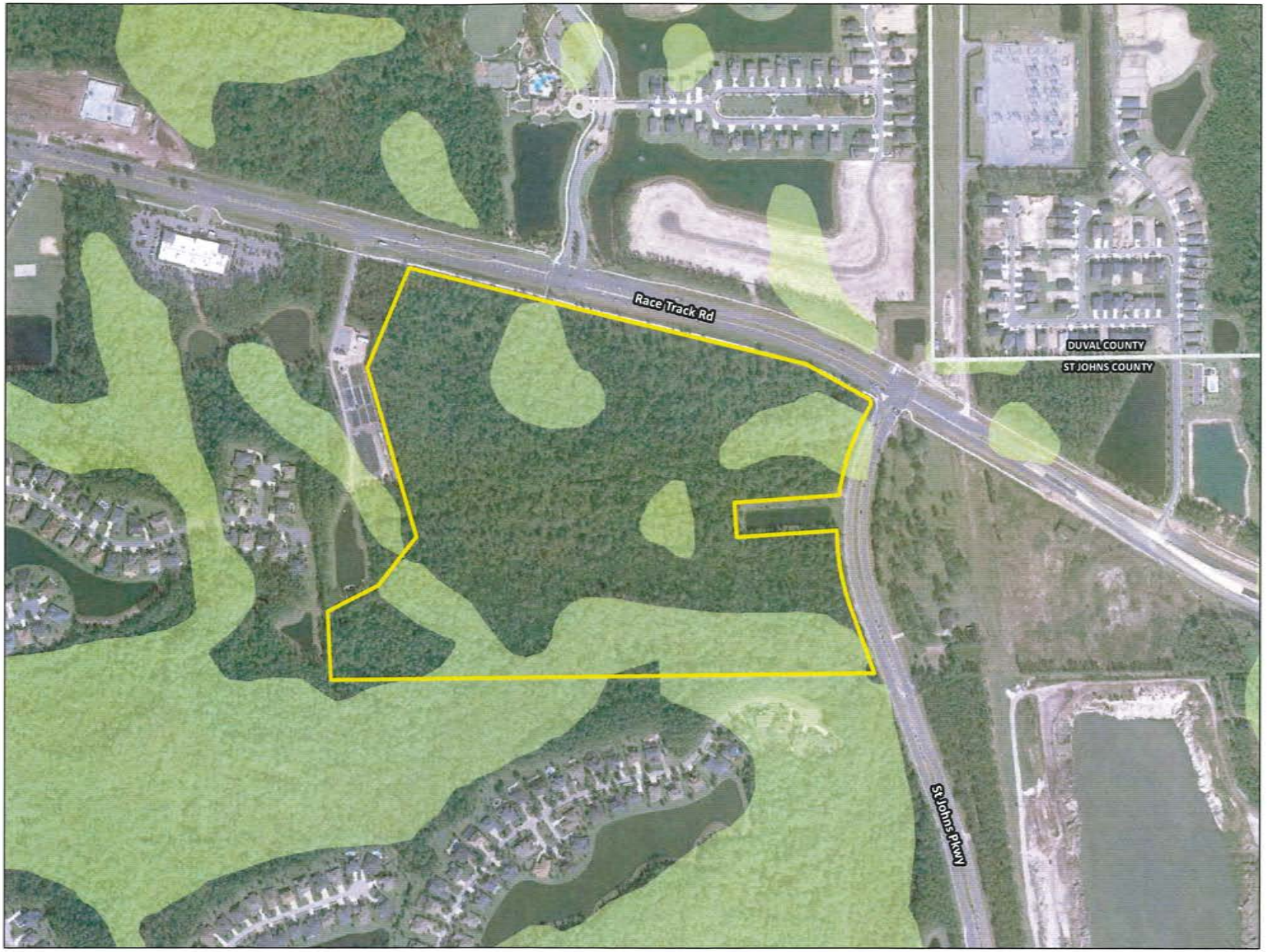
CERTIFIED TO:

1) SOUTHEAST INVESTMENTS, INC.
2) FIDELITY NATIONAL TITLE INSURANCE COMPANY
3) BEACHES TITLE SERVICES, LLC.

SHEET 1 OF 1	
CLIENT	THE FERBER COMPANY
JOB NO.	180020.0000
DATE	08/09/2018
DRAWN BY	JDH CHECKED BY JDH
ACAD FILE	ST JOHNS PKWY AND RACE TRACK SURDNDY REVISED 2018-09-12
REVISIONS	DATE
UPDATED WETLAND LOCATIONS	09/08/2018

BOUNDARY SURVEY
SECTION 1, TOWNSHIP 5 SOUTH, RANGE 27 EAST
ST JOHNS COUNTY, FLORIDA.
ST JOHNS PARKWAY AND RACE TRACK ROAD

FARNER BARLEY AND ASSOCIATES, INC.
ENGINEERS
SURVEYORS
PLANNERS
LB 4709
4450 NE 83RD ROAD — WILDWOOD, FL 34785 — (352) 748-3126



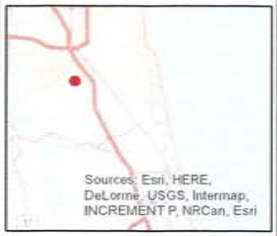
St Johns Pkwy/ Race Track Rd Mixed Use

Wetlands

Source: ETM, St Johns County, NWI

SUBJECT PROPERTY

WETLANDS



VICINITY MAP

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ETM Engineering, Inc.
14775 Old St. Augustine Road Jacksonville, FL 32258
904-642-8990 • Fax: 904-646-9485 • www.etminc.com

SWQ -Race Track Road and CR-2209

Traffic Analysis

Prepared For

The Ferber Company, Inc

Prepared By

Jeffrey A. Crammond, PE, PTOE, PTP
England, Thims & Miller, Inc.
14775 St. Augustine Road
Jacksonville, FL 32258
(904) 642-8990

Revised
October 2, 2018

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Trip Generation Estimates 7

Traffic Distribution and Assignment Methodology 7

Total Traffic Volumes 12

Conclusions 12

Appendix A – Study Methodology
Appendix B – Transportation Analysis Spreadsheet dated 8/1/2018
Appendix C – Internal Capture Matrix
Appendix D– Project Trip Distribution – Model Network Prints

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:
Jeffrey A. Crammond, PE

ON THE DATE ADJACENT TO THE SEAL

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

ENGLAND, THIMS & MILLER, INC.
14775 OLD SAINT AUGUSTINE ROAD
JACKSONVILLE, FLORIDA 32258
CERTIFICATE OF AUTHORIZATION 00002584
JEFFREY A. CRAMMOND, P.E. NO. 35761

Cube version 6.4.2
NERPM-AB version 1.3
ArcGIS version 10.4

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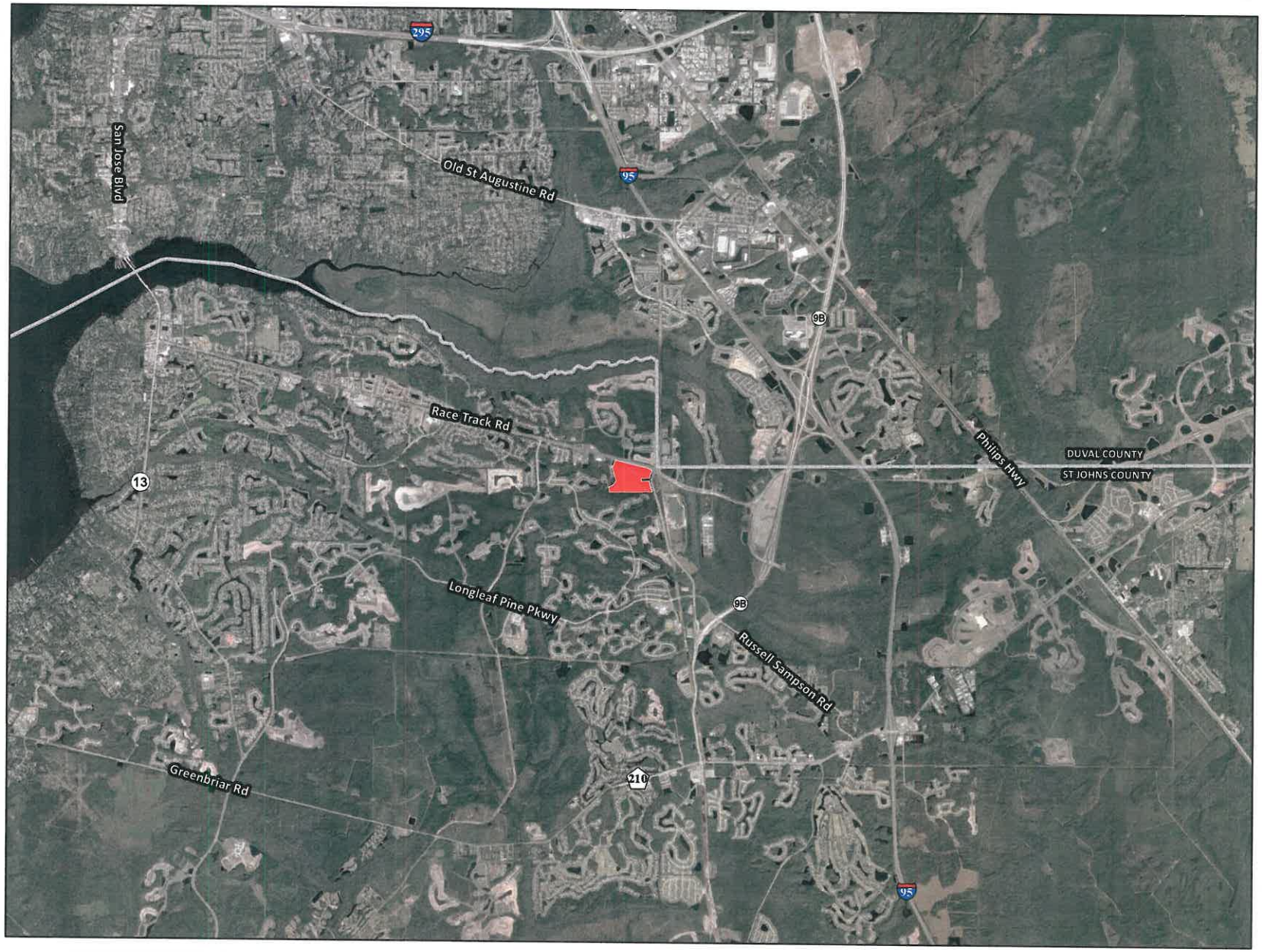
Introduction

This report documents the traffic impact assessment of the land use change proposed for the property in the southwest quadrant of Race Track Road and CR-2209 (St. Johns Parkway). Figure 1 illustrates the location of the project, while Figure 2 depicts the conceptual site plan for the development. The proposed land use change will convert approximately 71 acres from Rural/Silviculture and Residential A to Mixed Use District and Conservation. A text amendment is also being proposed to limit the development rights to a maximum of 250,000 square feet of non-residential space and 400 multi-family units. Permitted uses in the non-residential space can consist of neighborhood business and commercial uses, office, professional services and general commercial uses. This portion of the project was assumed to be retail as that would have the greatest impacts on the area roadway network. It is envisioned that the project will buildout by the year 2025. Table 1 provides the development schedule for the project. The methodology for the impact assessment is included in Appendix A along with the approval email from county staff.

Inventory of Existing Conditions

The study area for the project was developed using the criteria in Appendix A of the St. Johns County Land Development Code which sets the impact area for residential projects to be all roadways within four miles of the property boundary and for non-residential project generating more than 300 vehicles per hour (vph) also have an impact area of four miles. Figure 3 illustrates the Impact Area Boundary while Table 2 lists the roadway within the impact area along with their area type, functional classification, length, pm peak hour traffic volume and maximum service volume (MSV). This information was taken from the August 1, 2018 version of the Transportation Analysis Spreadsheet published by St. Johns County. A copy is attached to this report as Appendix B. The future year analysis will include four additional roadway segments and split an existing segment. The four new segments are CR-2209 from the First Coast Expressway (FCE) to CR-210, SR-9B from CR-2200 (St. Johns Parkway) to West Peyton Parkway, SR-9B from West Peyton Parkway to the Duval County Line and West Peyton Parkway from Race Track Road to SR-9B. In addition, Link 77.3 (Race Track Road) was split into two segments, CR-2209 to West Peyton Parkway and West Payton Parkway to Bartram Park Boulevard.

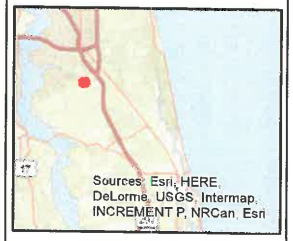


St Johns Pkwy/ Race Track Rd Mixed Use

Figure 1 Location

Source: ETM, St Johns County

SUBJECT PROPERTY



VICINITY MAP

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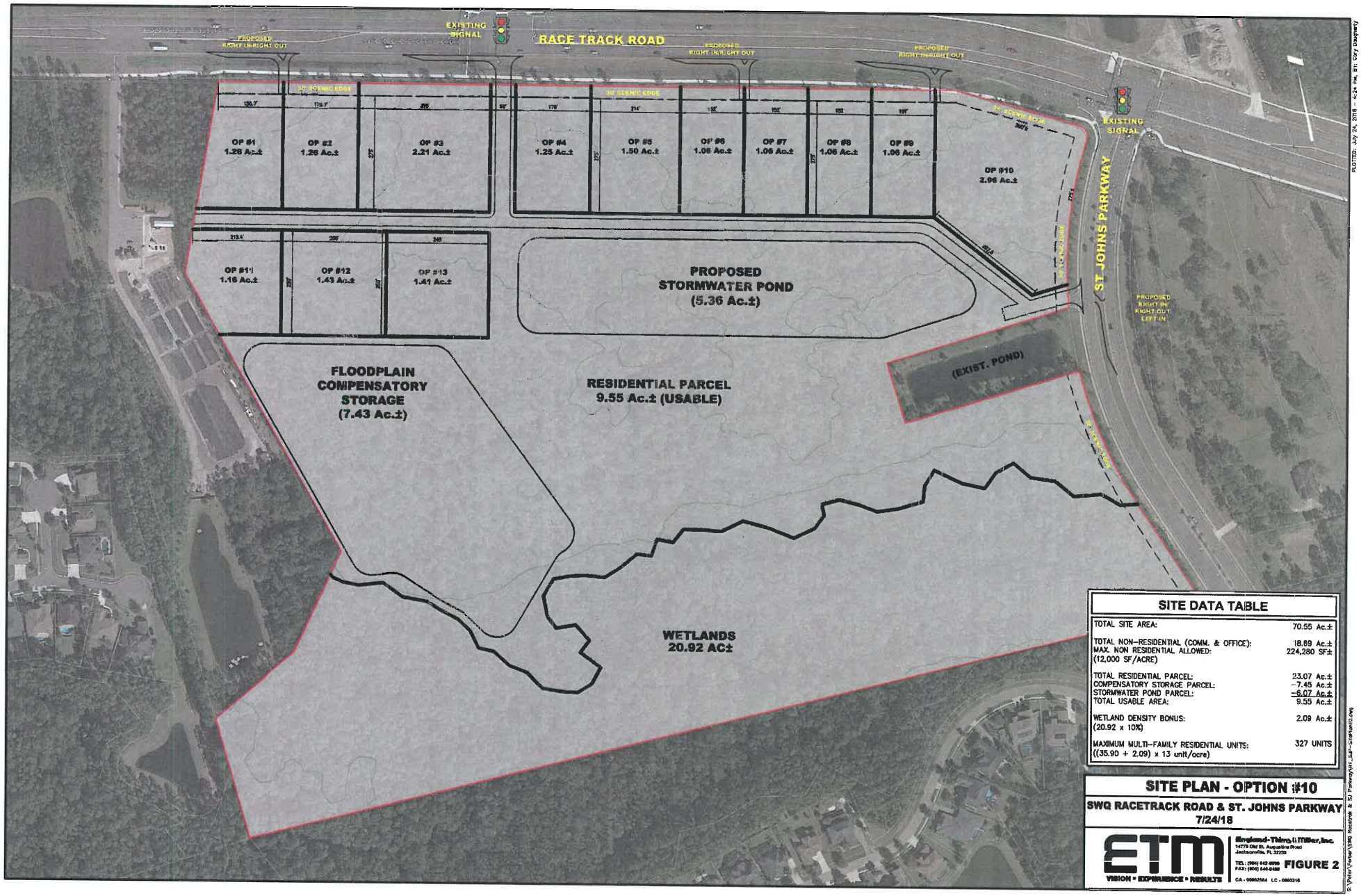


SITE DATA TABLE	
TOTAL SITE AREA:	70.55 Ac.±
TOTAL NON-RESIDENTIAL (COMM. & OFFICE): MAX. NON RESIDENTIAL ALLOWED: (12,000 SF/ACRE)	18.89 Ac.± 224,280 SF±
TOTAL RESIDENTIAL PARCEL: COMPENSATORY STORAGE PARCEL: STORMWATER POND PARCEL: TOTAL USABLE AREA:	23.07 Ac.± -7.45 Ac.± -6.07 Ac.± 9.55 Ac.±
WETLAND DENSITY BONUS: (20.92 x 10%)	2.09 Ac.±
MAXIMUM MULTI-FAMILY RESIDENTIAL UNITS: ((35.90 + 2.09) x 13 unit/acre)	327 UNITS

SITE PLAN - OPTION #10

SWQ RACETRACK ROAD & ST. JOHNS PARKWAY

7/24/18

England-Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, FL 32258
TEL: (904) 642-8990
FAX: (904) 646-9485
CA - 00002584 LC - 0000316

ETM VISION • EXPERIENCE • RESULTS

FIGURE 2

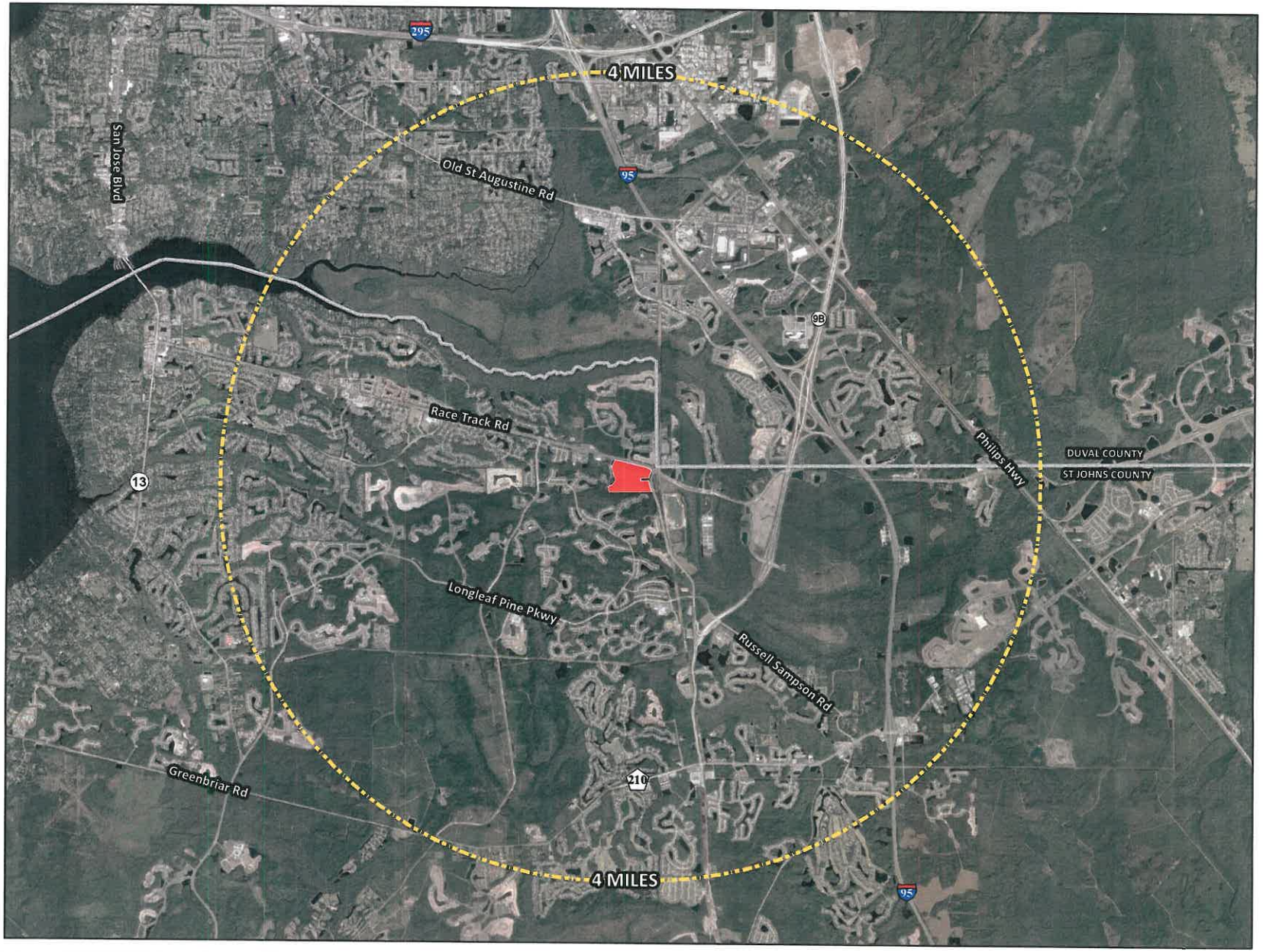
PLOTTED: July 24, 2018 - 4:24 PM, By: Cory Daugherty

G:\Peter\Parker\SWQ Racetrack & SJ Parkway\M1_SJP-Site Plan10.dwg

Table 1

SWQ - Race Track Road and CR-2209 CPA Traffic Assessment Development Schedule

Land Use	Ite Land Use Code	Quantity	Units	Buildout Year
Apartments	220	400	Units	2025
Shopping Center	820	250,000	Sq. Ft.	2025



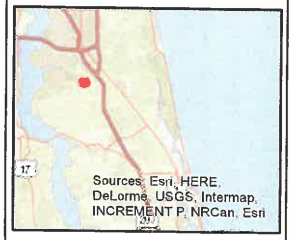
St Johns Pkwy/ Race Track Rd Mixed Use

Figure 3 Impact Area

Source: ETM, St Johns County

SUBJECT PROPERTY

4 MILE BUFFER



VICINITY MAP

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Feet

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Table 2

SWQ - Race Track Road and CR-2209 CPA Traffic Assessment
Existing Conditions

Link ID	Roadway	Segment	Area Type	Approved Roadway Classification	LOS Std.	Segment Length (mi)	Date of Count	PM Peak Hour Traffic (vph)	Peak Hour Maximum Service Volume (vph)
34.1	CR 210	Greenbriar Rd. to Cimarrone Blvd.	UZ	2UC	D	2.26	ADT18	1,623	1,440
34.2	CR 210	Cimarrone Blvd. to CR 2209	UZ	4UC	D	0.71	ADT18	2,288	3,580
34.3	CR 210	CR 2209 to Leo Maguire Parkway	UZ	4UC	D	1.22	ADT18	3,092	4,090
35	CR 210	Leo Maguire Parkway to SR 9 (I-95)	UZ	6UC	D	0.81	ADT18	4,323	5,390
36.1	CR 210	SR 9 (I-95) to C.E. Wilson Road	TR	4MaC	D	0.4	ADT18	1,612	3,520
36.2	CR 210 W.	C.E. Wilson Road to Alternate CR 210	TR	4MaC	D	1.98	ADT18	1,711	3,200
65	Greenbriar Rd.	Longleaf Pine Pkwy to CR 210	UZ	2UC	D	2.25	ADT18	940	1,440
69	Leo Maguire Parkway	CR 16A to CR 210	UZ	2UC	D	5.11	ADT18	647	1,440
76	Race Track Rd.	SR 13 to Bishop Estates Rd.	UZ	4UC	D	3.07	ADT18	2,670	3,770
77.1	Race Track Rd.	Bishop Estates Rd. to Veterans Pkwy	UZ	4UC	D	1.02	ADT18	2,717	3,580
77.2	Race Track Rd.	Veterans Pkwy to St. Johns Pkwy	UZ	4UC	D	1.23	ADT18	2,157	3,580
77.3	Race Track Rd.	St. Johns Pkwy to Bartram Park Blvd	UZ	4UC	D	1.44	ADT18	2,100	3,580
78.1	Race Track Rd.	Bartram Park Blvd to Bartram Springs Pkwy	UZ	2UC	D	1.49	ADT18	1,725	1,600
78.2	Race Track Rd.	Bartram Springs Pkwy to SR 5 (US 1)	UZ	4UC	D	0.97	ADT18	2,042	3,580
126	SR 5 (US 1)	Valley Ridge Blvd. to Duval Co. Line	TR	4PA	D	2.25	ADT18	2,299	4,170
132	SR 9 (I-95)	International Golf Pkwy. to CR 210	TR	6IF	D	5.96	ADT17	9,351	9,190
133	SR 9 (I-95)	CR 210 to Duval Co. Line	TR	6IF	D	2.82	ADT17	11,240	9,190
152.2	Veterans Pkwy	Longleaf Pine Pkwy to Race Track Rd	UZ	2UC	D	1.75	ADT18	2,041	1,600
154	Longleaf Pine Pkwy	Roberts Rd to Veterans Pkwy	UZ	2UC	D	4.08	ADT18	715	1,440
155	Longleaf Pine Pkwy	Veterans Pkwy to Tollerton Ave	UZ	2UC	D	0.63	ADT18	985	1,520
156	Longleaf Pine Pkwy	Tollerton Ave to St. Johns Pkwy	UZ	4UC	D	1.63	ADT18	1,247	3,220
157	St. Johns Pkwy	CR 210 to Future SR 9B Connection	UZ	4MA	D	0.95	ADT18	1,100	3,580
158	St. Johns Pkwy	Future SR 9B Connection to Longleaf Pine Pkwy	UZ	4MA	D	0.79	ADT16	1,366	3,580
159	St. Johns Pkwy	Longleaf Pine Pkwy to Race Track Rd	UZ	4MA	D	1.4	ADT18	1,029	3,580

Background Traffic Estimates

The SWQ property is anticipated to be built out by the year 2025. To estimate non-project traffic growth were taken from the Transportation Analysis Spreadsheet (TAS) published by St. Johns County dated August 1, 2018. Table 3 illustrates the calculation of the PM Peak Hour Committed Traffic Volumes on the roadway segments within the impact area. A copy of the TAS is contained in Appendix B.

Project Trip Generation Estimates

The project traffic was estimated based on the trip generation rates and equations contained in the 10th edition of the Institute of Traffic Engineers (ITE) ***Trip Generation Manual*** and the 3rd edition of the ITE ***Trip Generation Handbook***. Table 4 illustrates the gross trip generation calculations for the project during a typical week day and during the afternoon peak hour. Table 5 illustrates the calculation of internal, pass by and net new external trips associated with the development of this property. Appendix C to this report contains the internal trip matrix for the afternoon peak hour.

Traffic Distribution and Assignment Methodology

The net new project traffic was assigned to the area roadway network using traffic patterns extracted from the 2025 data set of NERPM-AB v1.3. This data set was modified to include the project land uses. The distribution was modified to reflect the proposed access configuration of the project. The calculation of residential and non-residential traffic on each segment in the impact area is shown in Table 6. A copy of the printouts of the network illustrating the residential and non-residential project traffic distributions have been included in Appendix D to this report.

Table 3

SWQ - Race Track Road and CR-2209 CPA Traffic Assessment
Background Traffic Calculations

Link ID	Roadway	Segment	Area Type	Approved Roadway Classification	LOS Std.	PM Peak Hour Traffic	Exempt Development	Approved Concurrency	Total Committed PM Peak Hour	Peak Hour Maximum Service Volume
34.1	CR 210	Greenbriar Rd. to Cimarrone Blvd.	UZ	2UC	D	1,623	47	1,560	3,230	1,440
34.2	CR 210	Cimarrone Blvd. to CR 2209	UZ	4UC	D	2,288	90	825	3,203	3,580
34.3	CR 210	CR 2209 to Leo Maguire Parkway	UZ	4UC	D	3,092	139	1,531	4,762	4,090
35	CR 210	Leo Maguire Parkway to SR 9 (I-95)	UZ	6UC	D	4,323	231	3,394	7,948	5,390
36.1	CR 210	SR 9 (I-95) to C.E. Wilson Road	TR	4MaC	D	1,612	50	1,682	3,344	3,520
36.2	CR 210 W.	C.E. Wilson Road to Alternate CR 210	TR	4MaC	D	1,711	78	1,786	3,575	3,200
65	Greenbriar Rd.	Longleaf Pine Pkwy to CR 210	UZ	2UC	D	940	39	334	1,313	1,440
69	Leo Maguire Parkway	CR 16A to CR 210	UZ	2UC	D	647	34	223	904	1,440
76	Race Track Rd.	SR 13 to Bishop Estates Rd.	UZ	4UC	D	2,670	66	585	3,321	3,770
77.1	Race Track Rd.	Bishop Estates Rd. to Veterans Pkwy	UZ	4UC	D	2,717	142	937	3,796	3,580
77.2	Race Track Rd.	Veterans Pkwy to St. Johns Pkwy	UZ	4UC	D	2,157	96	760	3,013	3,580
77.3	Race Track Rd.	St. Johns Pkwy to Bartram Park Blvd	UZ	4UC	D	2,100	168	845	3,113	3,580
78.1	Race Track Rd.	Bartram Park Blvd to Bartram Springs Pkwy	UZ	2UC	D	1,725	85	1,873	3,683	1,600
78.2	Race Track Rd.	Bartram Springs Pkwy to SR 5 (US 1)	UZ	4UC	D	2,042	108	703	2,853	3,580
126	SR 5 (US 1)	Valley Ridge Blvd. to Duval Co. Line	TR	4PA	D	2,299	46	767	3,112	4,170
132	SR 9 (I-95)	International Golf Pkwy. to CR 210	TR	6IF	D	9,351	187	1,870	11,408	9,190
133	SR 9 (I-95)	CR 210 to Duval Co. Line	TR	6IF	D	11,240	225	2,673	14,138	9,190
152.2	Veterans Pkwy	Longleaf Pine Pkwy to Race Track Rd	UZ	2UC	D	2,041	207	582	2,830	1,600
154	Longleaf Pine Pkwy	Roberts Rd to Veterans Pkwy	UZ	2UC	D	715	96	697	1,508	1,440
155	Longleaf Pine Pkwy	Veterans Pkwy to Tollerton Ave	UZ	2UC	D	985	109	480	1,574	1,520
156	Longleaf Pine Pkwy	Tollerton Ave to St. Johns Pkwy	UZ	4UC	D	1,247	169	563	1,979	3,220
N/A	St. Johns Pkwy	South of CR 210	UZ	4MA	D			2025 Model Estimate	1,316	3,580
157	St. Johns Pkwy	CR 210 to Future SR 9B Connection	UZ	4MA	D	1,100	105	718	1,923	3,580
158	St. Johns Pkwy	Future SR 9B Connection to Longleaf Pine Pkwy	UZ	4MA	D	1,366	145	727	2,238	3,580
159	St. Johns Pkwy	Longleaf Pine Pkwy to Race Track Rd	UZ	4MA	D	1,029	81	607	1,717	3,580
N/A	SR-9B	St. Johns Pkwy to West Peyton Pkwy	UZ	4IF	D			2025 Model Estimate	4,129	6,700
N/A	SR-9B	West Peyton Pkwy to Duval Co. Line	UZ	4IF	D			2025 Model Estimate	6,126	6,700
N/A	West Peyton Pkwy	Race Track Road to SR-9B	UZ	4UC	D			2025 Model Estimate	3,396	3,580

Table 4 Notes/References/Justification:

Traffic Volumes for SR-9B and West Peyton Parkway were estimated using the NERPM-AB 1v3 travel demand model

Table 4

SWQ - Race Track Road and CR-2209 CPA Traffic Assessment
Project Trip Generation Estimates

Land Use	ITE Land Use Code	Size (Number of Units)	Independent Variable (Units)	Daily Estimation Method (Rate or Equation)	Gross Daily Trip Ends	PM Peak Hour Estimation Method (Rate or Equation)	Gross P.M. Peak Hour Trip Ends
Apartments	220	400	Units	T = 7.56x - 40.86	2,983	Ln(T) = 0.89Ln(x) - 0.02	203
Shopping Center	820	250,000	Sq. Ft.	Ln(T) = .68Ln(x) + 5.57	11,210	Ln(T) = 0.74Ln(x) + 2.89	1,070
							1,273

Table 3 Notes/References/Justification: 1) Landuse quantities are cululative.

Reference: ITE Trip Generation, 10th Edition, 2017.

Table 5
SWQ - Race Track Road and CR-2209 CPA Traffic Assessment

Net New PM Peak Hour External Project Trip Calculations

Land Use	ITE Land Use Code	Gross P.M. Peak Hour Trip Ends	External Trip Percentage	P.M. Peak Hour Net Trip Ends	New Trip Percentage	Total Net New P.M. Peak Hour External Trip Ends	Peak Hour External Trip End Distribution				
							Entering		Exiting		Total Trips
							%	Trips	%	Trips	
Apartments	220	203	55.2%	112	100.0%	112	44%	49	56%	63	112
Shopping Center	820	1,070	91.5%	979	66.0%	646	48%	310	52%	336	646
				1,091		758		359		399	758

Table 4 Notes/References/Justification:
Pass-by limited to 10% of the total committed volume (see Table 6) on the adjacent links of St Johns Pkwy and Race Track Rd

Table 6
SWQ - Race Track Road and CR-2209 CPA Traffic Assessment
Net New P.M. Peak Hour External Project Trip Assignment

Segment Number	Roadway Name	From / To	Maximum Service Volume (vph)	Residential			Commercial			Significantly Impacted
				Traffic Distribution (%)	Project Traffic **112**	Percent MSV (%)	Traffic Distribution (%)	Project Traffic **646**	Percent MSV (%)	
34.1	CR 210	Greenbriar Rd. to Cimarrone Blvd.	1,440	1.370%	2	0.14%	1.060%	7	0.49%	NO
34.2	CR 210	Cimarrone Blvd. to CR 2209	3,580	1.530%	2	0.06%	2.340%	15	0.42%	NO
34.3	CR 210	CR 2209 to Leo Maguire Parkway	4,090	0.760%	1	0.02%	1.590%	10	0.24%	NO
35	CR 210	Leo Maguire Parkway to SR 9 (I-95)	5,390	5.260%	6	0.11%	6.260%	40	0.74%	NO
36.1	CR 210	SR 9 (I-95) to C.E. Wilson Road	3,520	1.130%	1	0.03%	2.220%	14	0.40%	NO
36.2	CR 210 W.	C.E. Wilson Road to Alternate CR 210	3,200	0.320%	0	0.00%	0.750%	5	0.16%	NO
65	Greenbriar Rd.	Longleaf Pine Pkwy to CR 210	1,440	0.010%	0	0.00%	1.580%	10	0.69%	NO
69	Leo Maguire Parkway	CR 16A to CR 210	1,440	0.050%	0	0.00%	1.920%	12	0.83%	NO
76	Race Track Rd.	SR 13 to Bishop Estates Rd.	3,770	7.260%	8	0.21%	8.710%	56	1.49%	NO
77.1	Race Track Rd.	Bishop Estates Rd. to Veterans Pkwy	3,580	8.240%	9	0.25%	10.200%	66	1.84%	NO
77.2	Race Track Rd.	Veterans Pkwy to Project Entrance	3,580	12.670%	14	0.39%	20.410%	132	3.69%	YES
77.2	Race Track Rd.	Project Entrance to St. Johns Pkwy	3,580	13.300%	15	0.42%	16.760%	108	3.02%	YES
77.3	Race Track Rd.	St. Johns Pkwy to West Peyton Pkwy	3,580	37.000%	41	1.15%	32.430%	209	5.84%	YES
77.3	Race Track Rd.	West Peyton Pkwy to Bartram Park Blvd	3,580	13.900%	16	0.45%	17.790%	115	3.21%	YES
78.1	Race Track Rd.	Bartram Park Blvd to Bartram Springs Pkwy	1,600	13.900%	16	1.00%	17.790%	115	7.19%	YES
78.2	Race Track Rd.	Bartram Springs Pkwy to SR 5 (US 1)	3,580	7.960%	9	0.25%	10.590%	68	1.90%	NO
126	SR 5 (US 1)	Valley Ridge Blvd. to Duval Co. Line	4,170	4.900%	5	0.12%	7.090%	46	1.10%	NO
132	SR 9 (I-95)	International Golf Pkwy. to CR 210	9,190	1.450%	2	0.02%	3.270%	21	0.23%	NO
133	SR 9 (I-95)	CR 2209 to Project Entrance	9,190	2.680%	3	0.03%	0.780%	5	0.05%	NO
152.2	Veterans Pkwy	Longleaf Pine Pkwy to Race Track Rd	1,600	0.670%	1	0.06%	3.200%	21	1.31%	NO
154	Longleaf Pine Pkwy	Roberts Rd to Veterans Pkwy	1,440	0.670%	1	0.07%	3.200%	21	1.46%	NO
155	Longleaf Pine Pkwy	Veterans Pkwy to Tollerton Ave	1,520	0.000%	0	0.00%	0.000%	0	0.00%	NO
156	Longleaf Pine Pkwy	Tollerton Ave to St. Johns Pkwy	3,220	0.430%	0	0.00%	1.260%	8	0.25%	NO
N/A	St. Johns Pkwy	South of CR 210	3,580	1.820%	2	0.06%	3.420%	22	0.61%	NO
157	St. Johns Pkwy	CR 210 to Future SR 9B Connection	3,580	4.100%	5	0.14%	7.970%	51	1.42%	NO
158	St. Johns Pkwy	Future SR 9B Connection to Longleaf Pine Pkwy	3,580	42.050%	47	1.31%	25.500%	165	4.61%	YES
159	St. Johns Pkwy	Longleaf Pine Pkwy to Project Entrance	3,580	49.490%	55	1.54%	35.040%	226	6.31%	YES
159	St. Johns Pkwy	Project Entrance to Race Track Rd	3,580	23.700%	27	0.75%	15.670%	101	2.82%	YES
N/A	SR-9B	St. Johns Pkwy to West Peyton Pkwy	6,700	37.940%	42	0.63%	17.530%	113	1.69%	NO
N/A	SR-9B	West Peyton Pkwy to Duval Co. Line	6,700	38.140%	43	0.64%	17.680%	114	1.70%	NO
N/A	West Peyton Pkwy	Race Track Road to SR-9B	3,580	3.020%	3	0.08%	1.650%	11	0.31%	NO

Shading Indicates Directly Accessed Segment(s)

Table 5 Notes/References/Justification:

Distribution extraced from the 2025 data set of NERPM-AB 1v3 with SR-9B from I-95 to CR-2209 added to the Roadway Network

Total Traffic Volumes

Background, project and total traffic volumes on the roadway segments within the impact area are presented in Table 7. The percentage of the maximum service volume consumed by the residential and non-residential portions of the projects are also depicted along with the determination if the roadway segment is significantly impacted by the project. The significance criteria used is 1% of the maximum service volume for the residential project traffic and on the directly access links for the commercial traffic. The non-residential significance threshold for the balance of the roadway links in the impact area is 3%. As shown in Table 7, only one of the significantly impacted links will exceed its maximum service volume. This is link number 78.1 – Race Track Road from Bartram Park Boulevard to Bartram Springs Parkway. The widening of this roadway segment to a four-lane section is required to be widened by both the Durbin Park (prior to phase 2) and Bartram Park DRI (prior to development of parcels 28, 29,30, 31 and 32). The Durbin Service Area was established in 2015 to generate the revenues to fund the improvement.

Conclusions

As shown, the project will not significantly impact the operation of the area roadway network. The only potential failing segments has two potential funding sources associated with the large developments that are adjacent to this section of Race Track Road. Therefore, there should be adequate capacity to accommodate the transportation impacts of this land use change.

Table 7
SWQ - Race Track Road and CR-2209 CPA Traffic Assessment
PM Peak Hour Roadway Status Calculations

Segment Number	Roadway	From/To	Total Committed Peak Hour Traffic (vph)	Peak Hour Residential Project Traffic (vph)	Peak Hour Commercial Project Traffic (vph)	Total Peak Hour Traffic (vph)	Approved Peak Hour Maximum Service Volume (vph)	Residential Traffic % of the MSV Volume (%)	Commercial Traffic % of the MSV Volume (%)	Directly Accessed **OR** Impacted Segment? (Yes or No)	Total P.M. Peak Hour Volume As Percent of Approved Service Volume	Roadway Status
34.1	CR 210	Greenbriar Rd. to Cimarrone Blvd.	3,230	9	7	3,246	1,440	0.14%	0.49%	NO	225.42%	Not Significant
34.2	CR 210	Cimarrone Blvd. to CR 2209	3,203	17	15	3,235	3,580	0.06%	0.42%	NO	90.36%	Not Significant
34.3	CR 210	CR 2209 to Leo Maguire Parkway	4,762	11	10	4,783	4,090	0.02%	0.24%	NO	116.93%	Not Significant
35.0	CR 210	Leo Maguire Parkway to SR 9 (I-95)	7,948	46	40	8,034	5,390	0.11%	0.74%	NO	149.05%	Not Significant
36.1	CR 210	SR 9 (I-95) to C.E. Wilson Road	3,344	15	14	3,373	3,520	0.03%	0.40%	NO	95.81%	Not Significant
36.2	CR 210 W.	C.E. Wilson Road to Alternate CR 210	3,575	5	5	3,585	3,200	0.00%	0.16%	NO	112.02%	Not Significant
65.0	Greenbriar Rd.	Longleaf Pine Pkwy to CR 210	1,313	10	10	1,333	1,440	0.00%	0.69%	NO	92.58%	Not Significant
69.0	Leo Maguire Parkway	CR 16A to CR 210	904	12	12	928	1,440	0.00%	0.83%	NO	64.44%	Not Significant
76.0	Race Track Rd.	SR 13 to Bishop Estates Rd.	3,321	64	56	3,441	3,770	0.21%	1.49%	NO	91.27%	Not Significant
77.1	Race Track Rd.	Bishop Estates Rd. to Veterans Pkwy	3,796	75	66	3,937	3,580	0.25%	1.84%	NO	109.96%	Not Significant
77.2	Race Track Rd.	Veterans Pkwy to Project Entrance	3,013	146	132	3,291	3,580	0.39%	3.69%	YES	91.94%	Pass Critical
77.2	Race Track Rd.	Project Entrance to St. Johns Pkwy	3,013	123	108	3,244	3,580	0.42%	3.02%	YES	90.63%	Pass Critical
77.3	Race Track Rd.	St. Johns Pkwy to West Peyton Pkwy	3,113	250	209	3,572	3,580	1.15%	5.84%	YES	99.76%	Pass Critical
77.3	Race Track Rd.	West Peyton Pkwy to Bartram Park Blvd	3,113	250	115	3,478	3,580	1.15%	3.21%	YES	97.14%	Pass Critical
78.1	Race Track Rd.	Bartram Park Blvd to Bartram Springs Pkwy	3,683	131	115	3,929	1,600	1.00%	7.19%	YES	245.56%	Fail
78.2	Race Track Rd.	Bartram Springs Pkwy to SR 5 (US 1)	2,853	77	68	2,998	3,580	0.25%	1.90%	NO	83.74%	Not Significant
126.0	SR 5 (US 1)	Valley Ridge Blvd. to Duval Co. Line	3,112	51	46	3,209	4,170	0.12%	1.10%	NO	76.94%	Not Significant
132.0	SR 9 (I-95)	International Golf Pkwy. to CR 210	11,408	23	21	11,452	9,190	0.02%	0.23%	NO	124.61%	Not Significant
133.0	SR 9 (I-95)	CR 2209 to Project Entrance	14,138	8	5	14,151	9,190	0.03%	0.05%	NO	153.98%	Not Significant
152.2	Veterans Pkwy	Longleaf Pine Pkwy to Race Track Rd	2,830	22	21	2,873	1,600	0.06%	1.31%	NO	179.56%	Not Significant
154.0	Longleaf Pine Pkwy	Roberts Rd to Veterans Pkwy	1,508	22	21	1,551	1,440	0.07%	1.46%	NO	107.71%	Not Significant
155.0	Longleaf Pine Pkwy	Veterans Pkwy to Tollerton Ave	1,574	0	0	1,574	1,520	0.00%	0.00%	NO	103.52%	Not Significant
156.0	Longleaf Pine Pkwy	Tollerton Ave to St. Johns Pkwy	1,979	8	8	1,995	3,220	0.00%	0.25%	NO	61.94%	Not Significant
N/A	St. Johns Pkwy	First Coast Expressway to CR-210	1,316	24	22	1,362	3,580	0.06%	0.61%	NO	38.04%	Not Significant
157.0	St. Johns Pkwy	CR 210 to Future SR 9B Connection	1,923	56	51	2,030	3,580	0.14%	1.42%	NO	56.69%	Not Significant
158.0	St. Johns Pkwy	Future SR 9B Connection to Longleaf Pine Pkwy	2,238	212	165	2,615	3,580	1.31%	4.61%	YES	73.04%	Pass
159.0	St. Johns Pkwy	Longleaf Pine Pkwy to Project Entrance	1,717	281	226	2,224	3,580	1.54%	6.31%	YES	62.12%	Pass
159.0	St. Johns Pkwy	Project Entrance to Race Track Rd	1,717	128	101	1,946	3,580	0.75%	2.82%	YES	54.36%	Pass
N/A	SR-9B	St. Johns Pkwy to West Peyton Pkwy	4,129	155	113	4,397	6,700	0.63%	1.69%	NO	65.63%	Not Significant
N/A	SR-9B	West Peyton Pkwy to Duval Co. Line	6,126	157	114	6,397	6,700	0.64%	1.70%	NO	95.48%	Not Significant
N/A	West Peyton Pkwy	Race Track Road to SR-9B	3,396	14	11	3,421	3,580	0.08%	0.31%	NO	95.56%	Not Significant

Shading Indicates Directly Accessed Segment(s)

Table 6 Notes/References/Justification:

Appendix A
(Study Methodology)

Comprehensive Plan Amendment Traffic Study Methodology for the Mixed-Use Development in the Southwest Quadrant of CR-2209 (St Johns Parkway) and Race Track Road

This project is a proposed retail development located in the northwest part of St. Johns County. The project is located in the southwest quadrant of the Race Track Road/CR2209 (St Johns Parkway intersection. Figure 1 is a map showing the location of the property. The project will consist of a maximum of 330 multi-family units and up to 230,000 square feet of retail space on a series of outparcels. Figure 2 illustrates the conceptual site plan for the project. It is envisioned that the project will be developed in two phases. Phase 1 will consist of the residential portion of the property and is expected to be open and occupied by 2020 with the retail component being complete by 2025.

Trip generation for this development will be prepared using ITE *Trip Generation Manual, 10th edition.* Attached is Table 1 illustrating the gross trip generation calculations for the project. Based on these calculations an impact radius of four miles will be used for both the residential and non-residential components of the project.

Internal Trips for this development will be prepared using ITE *Trip Generation Handbook, 3rd edition.*

The **Percent New Trips** for this development will be calculated data from the ITE *Trip Generation Handbook, 3rd edition* for the retail portion of the project. The calculation of Net New Project Traffic is illustrated in Table 2

Trip Distribution for new traffic associated this project will be taken from the 2025 cost feasible data set for NERPM-AB version 1.3 for both the residential and non-residential components of the project. Pass-by and diverted trips will be based on the existing traffic patterns adjacent to the site.

Project Traffic Assignments will be made for each entrance by multiplying the total net new external trips anticipated to be generated by the project with the percentage of traffic estimated to use each entrance. Pass-by traffic will be deducted from the through traffic volumes and added to the turning volumes at the entrances. The project traffic will also be tracked as u-turns through adjacent median openings. These volumes will be added to the background traffic volumes to calculate t he total volume on the roadway. Table 3 illustrates the distributions of residential and non-residential project development on the roadways within a four-mile radius of the project. Table 3 also illustrates the determination of whether the project significantly impacts each link within the impact area. The project is assumed to have a significant impact on a link if the residential component of the project consumes 1% on the adopted maximum service volume of a link or with the exception of the directly access links, if the retail component consumes 3% of the adopted maximum service volume. The retail significance threshold is 1% for the directly accessed links.

Background Traffic Volumes will be estimated for the years 2020 and 2025 based on the existing traffic volumes contained in the Transportation Analysis Spreadsheet (dated August 1, 2018) expanded by growth rates extracted from the NERPM-AB model's 2010, 2020 and 2025 data sets. For those facilities that do not have counted volumes, a k_{factor} of 9% was applied to the model AADT. Table 4 illustrates the calculation of background traffic for 2020 and 2025.

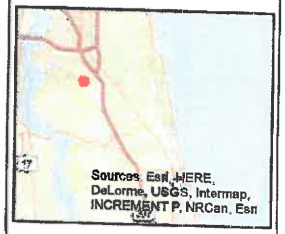
Total Traffic Volumes will be calculated by summing the background and net new project traffic on a link-by-link basis. The total traffic on each link will be compared to the adopted maximum service volume

St Johns Pkwy/
Race Track Rd
Mixed Use

Figure 1
Location

Source: ETM, St Johns County

SUBJECT PROPERTY

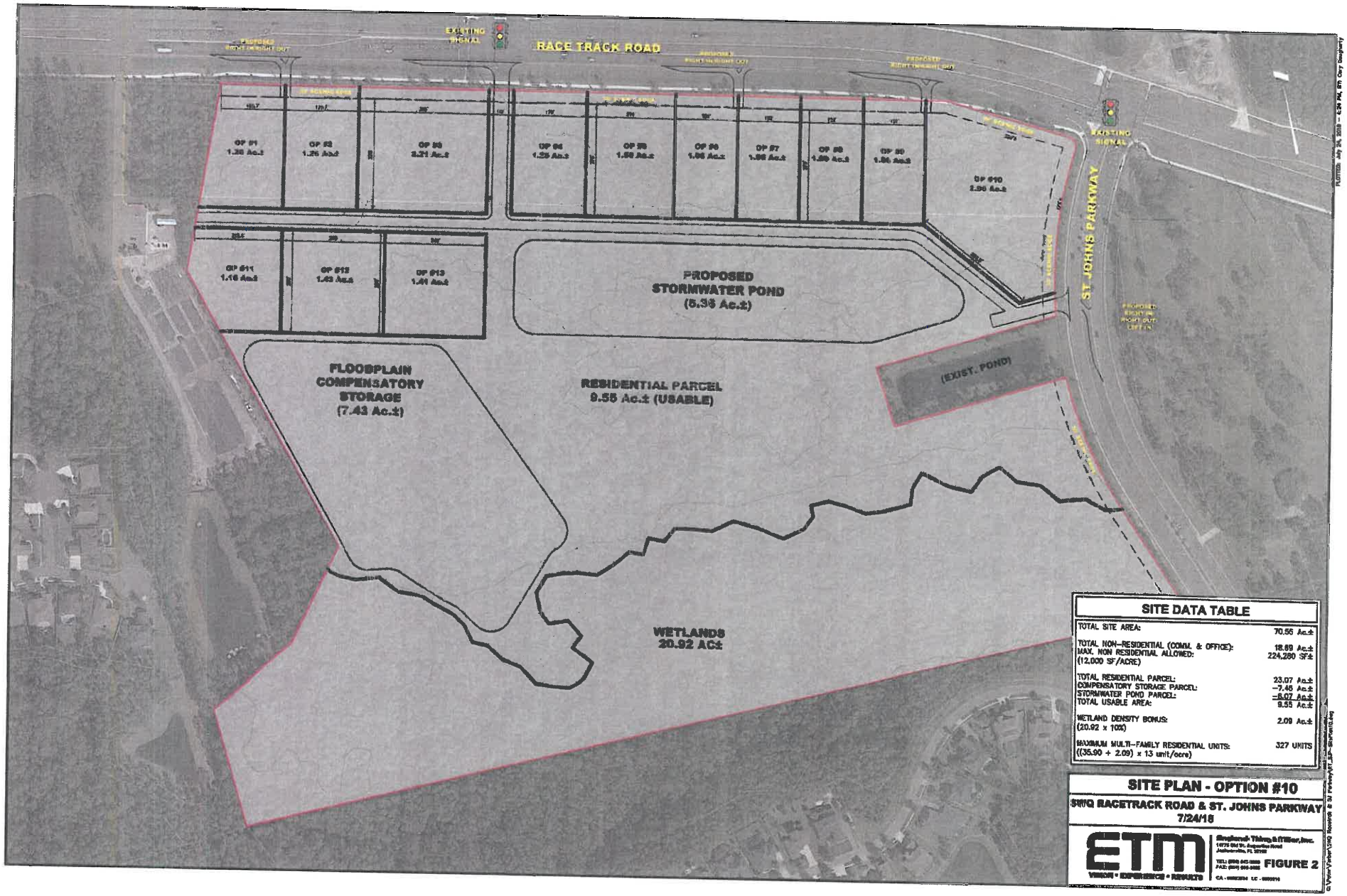


VICINITY MAP

N
W E
S

0 2,500 5,000 10,000
Feet

ETM Engineering-Planning & Surveying, Inc.
14775 Old St. Augustine Road Jacksonville, FL 32258
904-642-8990 • Fax: 904-646-9485 • www.etminc.com



SITE DATA TABLE	
TOTAL SITE AREA:	70.55 Ac.±
TOTAL NON-RESIDENTIAL (COMM. & OFFICE):	18.69 Ac.±
MAX. NON RESIDENTIAL ALLOWED: (12,000 SF/ACRE)	224,280 SF±
TOTAL RESIDENTIAL PARCEL:	23.07 Ac.±
COMPENSATORY STORAGE PARCEL:	-7.46 Ac.±
STORMWATER POND PARCEL:	-5.07 Ac.±
TOTAL USABLE AREA:	9.55 Ac.±
WETLAND DENSITY BONUS: (20.92 x 10%)	2.09 Ac.±
MAXIMUM MULTI-FAMILY RESIDENTIAL UNITS: ((35.90 + 2.09) x 13 unit/acre)	327 UNITS

SITE PLAN - OPTION #10

SWQ RACETRACK ROAD & ST. JOHNS PARKWAY

7/24/18

ETM VISION • EXPERIENCE • RESULTS

Engineering, Theory & Methods, Inc.

FIGURE 2

G:\Projects\1240 Records & St Parkway\PLAN\Sheets\Dwg

Table 1

Southwest Quadrant CR-2209 and Race Track Road Mixed Use Village
Project Trip Generation Estimates

Land Use	ITE Land Use Code	Size (Number of Units)	Independent Variable (Units)	Daily Estimation Method (Rate or Equation)	Gross Daily Trip Ends	PM Peak Hour Estimation Method (Rate or Equation)	Gross P.M. Peak Hour Trip Ends
Apartments	220	330	Units	T = 7.56x - 40.86	2,454	Ln(T) = 0.89Ln(x) - 0.02	171
Shopping Center	820	230,000	Sq. Ft.	Ln(T) = .68Ln(x) + 5.57	10,592	Ln(T) = 0.74Ln(x) + 2.89	1,006
							1,177

Table 3 Notes/References/Justification: 1) Landuse quantities are cululative.

Reference: ITE Trip Generation, 10th Edition, 2017.

St Johns Pkwy/
Race Track Rd
Mixed Use
Figure 3
Impact Area
Source: ETM, St Johns County
SUBJECT PROPERTY
4 MILE BUFFER
4 MILES
4 MILES
San Jose Blvd
Old St Augustine Rd
Race Track Rd
Longleaf Pine Pkwy
Russell Sampson Rd
Greenbriar Rd
Philips Hwy
DUVAL COUNTY
ST JOHNS COUNTY
295
95
9B
13
210
Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri
VICINITY MAP
N
W
E
S
0
2,500
5,000
10,000
Feet
ETM
England-Thims & Miller, Inc.
14775 Old St. Augustine Road Jacksonville, FL 32258
904-642-8990 • Fax: 904-646-9485 • www.etminc.com

Table 2
Southwest Quadrant CR-2209 and Race Track Road Mixed Use Village

Net New PM Peak Hour External Project Trip Calculations

Land Use	ITE Land Use Code	Gross P.M. Peak Hour Trip Ends	External Trip Percentage	P.M. Peak Hour Net Trip Ends	New Trip Percentage	Total Net New P.M. Peak Hour External Trip Ends	Peak Hour External Trip End Distribution				
							Entering		Exiting		Total
							%	Trips	%	Trips	Trips
Apartments	220	171	55.6%	95	100.0%	95	44%	42	56%	53	95
Shopping Center	820	1,006	92.4%	930	66.0%	614	48%	295	52%	319	614
				1,025		709		337		372	709

Table 4 Notes/References/Justification:
Pass-by limited to 10% of the total committed volume (see Table 6) on the adjacent links of St Johns Pkwy and Race Track Rd

Table 3

Southwest Quadrant CR-2209 and Race Track Road Mixed Use Village

Net New P.M. Peak Hour External Project Trip Assignment

Segment Number	Roadway Name	From / To	Maximum Service Volume (vph)	Residential			Commercial			Significantly Impacted
				Traffic Distribution (%)	Project Traffic 95	Percent MSV (%)	Traffic Distribution (%)	Project Traffic 614	Percent MSV (%)	
34.1	CR 210	Greenbriar Rd. to Cimarrone Blvd.	1,440	1.370%	1	0.07%	1.060%	7	0.49%	NO
34.2	CR 210	Cimarrone Blvd. to CR 2209	3,580	1.530%	1	0.03%	2.340%	14	0.39%	NO
34.3	CR 210	CR 2209 to Leo Maguire Parkway	4,090	0.760%	1	0.02%	1.590%	10	0.24%	NO
35	CR 210	Leo Maguire Parkway to SR 9 (I-95)	5,390	5.260%	5	0.09%	6.260%	38	0.71%	NO
36.1	CR 210	SR 9 (I-95) to C.E. Wilson Road	3,520	1.130%	1	0.03%	2.220%	14	0.40%	NO
36.2	CR 210 W.	C.E. Wilson Road to Alternate CR 210	3,200	0.320%	0	0.00%	0.750%	5	0.16%	NO
65	Greenbriar Rd.	Longleaf Pine Pkwy to CR 210	1,440	0.010%	0	0.00%	1.580%	10	0.69%	NO
69	Leo Maguire Parkway	CR 16A to CR 210	1,440	0.050%	0	0.00%	1.920%	12	0.83%	NO
76	Race Track Rd.	SR 13 to Bishop Estates Rd.	3,770	7.260%	7	0.19%	8.710%	53	1.41%	NO
77.1	Race Track Rd.	Bishop Estates Rd. to Veterans Pkwy	3,580	8.240%	8	0.22%	10.200%	63	1.76%	NO
77.2	Race Track Rd	Veterans Pkwy to Project Entrance	3,580	12.670%	12	0.34%	20.410%	125	3.49%	YES
77.2	Race Track Rd	Project Entrance to St. Johns Pkwy	3,580	13.380%	13	0.36%	16.760%	103	2.88%	YES
77.3	Race Track Rd.	St. Johns Pkwy to West peyton Pkwy	3,580	37.000%	35	0.98%	32.430%	199	5.56%	YES
77.3	Race Track Rd.	West peyton Pkwy to Bartram Park Blvd	3,580	13.900%	13	0.36%	17.790%	109	3.04%	YES
78.1	Race Track Rd.	Bartram Park Blvd to Bartram Springs Pkwy	1,600	13.900%	13	0.81%	17.790%	109	6.81%	YES
78.2	Race Track Rd.	Bartram Springs Pkwy to SR 5 (US 1)	3,580	7.960%	8	0.22%	10.590%	65	1.82%	NO
126	SR 5 (US 1)	Valley Ridge Blvd. to Duval Co. Line	4,170	4.900%	5	0.12%	7.090%	44	1.06%	NO
132	SR 9 (I-95)	International Golf Pkwy. to CR 210	9,190	1.450%	1	0.01%	3.270%	20	0.22%	NO
133	SR 9 (I-95)	CR 2209 to Project Entrance	9,190	2.680%	3	0.03%	0.780%	5	0.05%	NO
152.2	Veterans Pkwy	Longleaf Pine Pkwy to Race Track Rd	1,600	0.670%	1	0.06%	3.200%	20	1.25%	NO
154	Longleaf Pine Pkwy	Roberts Rd to Veterans Pkwy	1,440	0.670%	1	0.07%	3.200%	20	1.39%	NO
155	Longleaf Pine Pkwy	Veterans Pkwy to Tollerton Ave	1,520	0.000%	0	0.00%	0.000%	0	0.00%	NO
156	Longleaf Pine Pkwy	Tollerton Ave to St. Johns Pkwy	3,220	0.430%	0	0.00%	1.260%	8	0.25%	NO
	St. Johns Pkwy	First Coast Expressway to CR-210	3,580	1.820%	2	0.06%	3.420%	21	0.59%	NO
157	St. Johns Pkwy	CR 210 to Future SR 9B Connection	3,580	4.100%	4	0.11%	7.970%	49	1.37%	NO
158	St. Johns Pkwy	Future SR 9B Connection to Longleaf Pine Pkwy	3,580	42.050%	40	1.12%	25.500%	157	4.39%	YES
159	St. Johns Pkwy	Longleaf Pine Pkwy to Project Entrance	3,580	49.490%	47	1.31%	35.040%	215	6.01%	YES
159	St. Johns Pkwy	Project Entrance to Race Track Rd	3,580	23.760%	23	0.64%	15.670%	96	2.68%	YES
	SR-9B	St. Johns Pkwy to West Peyton Pkwy	6,700	37.940%	36	0.54%	17.530%	108	1.61%	NO
	SR-9B	West Peyton Pkwy to Duval Co. Line	6,700	38.140%	36	0.54%	17.680%	109	1.63%	NO
	West Peyton Pkwy	Race Track Road to SR-9B	3,580	3.020%	3	0.08%	1.650%	10	0.28%	NO

Shading Indicates Directly Accessed Segment(s)

Table 5 Notes/References/Justification:

Distribution extraced from the 2025 data set of NERPM-AB 1v3 with SR-9B from I-95 to CR-2209 added to the Roadway Network

Table 4

Southwest Quadrant CR-2209 and Race Track Road Mixed Use Village
Background Traffic Calculations

Link ID	Roadway	Segment	2010 Model AADT (vpd)	2020 Model AADT (vpd)	2025 Model AADT (vpd)	Growth Rate 2010-2020 %/year	Growth Rate 2020-2025 %/year	2020 Background Traffic (vph)	2025 Background Traffic (vph)
34.1	CR 210	Greenbriar Rd. to Cimarrone Blvd.	16,610	24,450	27,230	3.94%	2.18%	1,753	1,953
34.2	CR 210	Cimarrone Blvd. to CR 2209	19,080	29,360	31,320	4.40%	1.30%	2,494	2,660
34.3	CR 210	CR 2209 to Leo Maguire Parkway	24,530	16,720	20,840	-3.76%	4.50%	2,864	3,569
35	CR 210	Leo Maguire Parkway to SR 9 (I-95)	30,550	24,870	32,250	-2.04%	5.33%	4,148	5,378
36.1	CR 210	SR 9 (I-95) to C.E. Wilson Road	8,810	21,990	27,260	9.58%	4.39%	1,936	2,400
36.2	CR 210 W.	C.E. Wilson Road to Alternate CR 210	4,800	15,060	18,710	12.11%	4.44%	2,150	2,672
65	Greenbriar Rd.	Longleaf Pine Pkwy to CR 210	3,810	5,290	5,200	3.34%	-0.34%	1,004	987
69	Leo Maguire Parkway	CR 16A to CR 210	9,100	11,980	12,620	2.79%	1.05%	684	721
76	Race Track Rd.	SR 13 to Bishop Estates Rd.	8,970	15,751	20,260	5.79%	5.16%	2,988	3,843
77.1	Race Track Rd.	Bishop Estates Rd. to Veterans Pkwy	12,840	21,340	25,200	5.21%	3.38%	3,007	3,551
77.2	Race Track Rd.	Veterans Pkwy to St. Johns Pkwy	14,360	26,890	37,500	6.47%	6.88%	2,445	3,410
77.3	Race Track Rd.	St. Johns Pkwy to West Peyton Pkwy	10,910	19,330	38,500	5.89%	14.77%	2,100	4,182
77.3	Race Track Rd.	West Peyton Pkwy to Bartram Park Blvd	10,910	22,910	31,520	7.70%	6.59%	2,436	3,352
78.1	Race Track Rd.	Bartram Park Blvd to Bartram Springs Pkwy	9,430	22,500	29,690	9.09%	5.70%	2,053	2,709
78.2	Race Track Rd.	Bartram Springs Pkwy to SR 5 (US 1)	18,550	21,110	29,000	1.30%	6.56%	2,095	2,878
126	SR 5 (US 1)	Valley Ridge Blvd. to Duval Co. Line	15,700	31,360	40,990	7.16%	5.50%	2,640	3,450
132	SR 9 (I-95)	International Golf Pkwy. to CR 210	84,440	94,470	113,340	1.13%	3.71%	9,672	11,604
133	SR 9 (I-95)	CR 210 to Duval Co. Line	95,720	87,550	99,410	-0.89%	2.57%	10,943	12,423
152.2	Veterans Pkwy	Longleaf Pine Pkwy to Race Track Rd	1,310	2,090	2,360	4.78%	2.46%	2,241	2,531
154	Longleaf Pine Pkwy	Roberts Rd to Veterans Pkwy	2,650	4,000	5,380	4.20%	6.11%	776	1,044
155	Longleaf Pine Pkwy	Veterans Pkwy to Tollerton Ave	1,330	3,320	4,440	9.58%	5.99%	1,183	1,582
156	Longleaf Pine Pkwy	Tollerton Ave to St. Johns Pkwy	1,330	5,520	8,310	15.29%	8.53%	1,657	2,495
	St. Johns Pkwy	First Coast Expressway to CR-210	0	8,590	14,620	N/A	11.22%	773	1,316
157	St. Johns Pkwy	CR 210 to Future SR 9B Connection	7,890	31,910	37,710	15.00%	3.40%	1,455	1,720
158	St. Johns Pkwy	Future SR 9B Connection to Longleaf Pine Pkwy	7,890	12,470	17,270	4.68%	6.73%	1,640	2,271
159	St. Johns Pkwy	Longleaf Pine Pkwy to Race Track Rd	8,420	12,600	14,870	4.11%	3.37%	1,115	1,316
	SR-9B	St. Johns Pkwy to West Peyton Pkwy	0	32,290	45,880	N/A	7.28%	2,906	4,129
	SR-9B	West Peyton Pkwy to Duval Co. Line	0	48,120	68,050	N/A	7.18%	4,331	6,126
	West Peyton Pkwy	Race Track Road to SR-9B	0	24,440	37,720	N/A	9.07%	2,200	3,396

Table 4 Notes/References/Justification:

AADT were calculated by applying a 0.96 Model Output Correction Factor (MOCF) to the daily model volumes from the 2010, 2020 and 2025 data sets.

A K_{factor} of 9% was applied to the model 2020 AADT to obtain the peak hour volume for links without existing traffic counts

2020 AADT and 2025 AADT for I-95 is the general use lane traffic volumes

Appendix B
(Existing Conditions)

St. Johns County Transportation Analysis Spreadsheet

Updated with 2016 FDOT Traffic Counts and
2017 and 2018 St. Johns County Traffic Counts
Published: 08/01/2018

MRN LINK ID	FDOT COUNT STN.	ROADWAY	FROM/TO	AREA TYPE	APPRVD. ROAD TYPE	LOS STND.	SEGMENT LENGTH (Mi.)	DATE OF COUNT	TRAFFIC COUNT AADT	ANNUAL GROWTH FACTOR	LINK K FACTOR	2018 PK. HR. TRAFFIC	EXEMPT DEVEL. TRAFFIC	* APPRVD. CONC. TRAFFIC	TOTAL COMMITTED PK. HR. TRAFFIC	PERCENT SERVICE VOLUME UTILIZED	LINK STATUS	TRAFFIC STUDY SERVICE VOLUME	APPRVD. PK. HR. SERVICE VOLUME
1		11th Street	SR A1A to A1A Beach Blvd.	UZ	2UC	C	0.68	ADT18	1,142	1.0202	0.092	105	2	0	107	22.5%	OK		475
2		16th Street	SR A1A to A1A Beach Blvd.	UZ	2UC	C	0.78	ADT18	2,050	1.0289	0.094	193	6	0	199	41.9%	OK		475
3		A Street	SR A1A to A1A Beach Blvd.	UZ	2UC	C	0.57	ADT18	2,949	1.0394	0.091	268	11	0	279	58.7%	OK		475
4		A. Nease Rd./Vermont Blvd.	SR 207 to Co. Landfill Entrance	TR	2MiC	D	2.45	ADT18	1,374	1.0273	0.098	134	4	15	153	14.6%	OK		1,050
5		Allen Nease Rd.	Co. Landfill Entrance to CR 214	TR	2MiC	D	1.23	ADT18	1,217	1.0341	0.103	126	4	29	159	15.1%	OK		1,050
7		Canal Blvd.	CR 210A (Roscoe Blvd) to CR 210 (Palm Vly Rd)	UZ	2UC	D	0.76	ADT18	2,578	1.0200	0.098	252	5	12	269	28.0%	OK		960
8		Cowpen Branch Rd.	CR 13 to SR 206	RU	2MiC	C	3.99	ADT18	583	1.0200	0.126	74	1	0	75	9.5%	OK		790
10		CR 13	CR 204 to Cowpen Branch Rd.	RU	2MaC	C	4.92	ADT18	2,741	1.0265	0.095	260	7	14	281	35.6%	OK		790
11		CR 13	Cowpen Branch Rd. to George Miller Rd.	RU	2MaC	C	2.47	ADT18	3,039	1.0413	0.095	289	12	0	301	38.1%	OK		790
12		CR 13	George Miller Rd. to SR 207 (W)	RD	2MaC	C	2.27	ADT18	2,975	1.0200	0.095	283	6	0	289	30.4%	OK		950
13		CR 13	SR 207 (W) to SR 207 (E)	RD	2MaC	C	1.59	ADT18	1,141	1.0200	0.112	127	3	0	130	13.7%	OK		950
14		CR 13	SR 207 to CR 13A	RU	2MaC	C	2.71	ADT18	1,866	1.0200	0.099	185	4	37	226	28.5%	OK		790
15		CR 13	CR 13A to CR 214	RU	2MaC	C	7.39	ADT18	782	1.0200	0.100	79	2	6	87	11.0%	OK		790
16		CR 13	CR 214 to CR 208	RU	2MaC	C	6.36	ADT18	679	1.0260	0.108	73	2	4	79	10.0%	OK		790
17.1		CR 13	CR 208 to Joe Ashton Rd.	TR	2MaC	D	4.10	ADT18	2,353	1.0216	0.092	215	5	46	266	12.2%	OK		2,190
17.2		CR 13	Joe Ashton Rd. to SR 16	UZ	2UC	D	1.27	ADT18	10,515	1.0266	0.092	962	26	82	1,070	74.3%	OK		1,440
18		CR 13A	CR 13 to CR 305	RU	2MaC	C	0.97	ADT18	1,252	1.0200	0.108	135	3	32	170	21.5%	OK		790
19		CR 13A	CR 305 to CR 214	RU	2MaC	C	4.48	ADT18	1,468	1.0200	0.103	151	3	42	196	24.8%	OK		790
20		CR 13A	CR 214 to CR 208	TR	2MaC	D	3.76	ADT18	2,315	1.0200	0.103	239	5	59	303	13.8%	OK		2,190
21.1		CR 13A	CR 208 to Samara Lakes Parkway	TR	2MaC	D	2.85	ADT18	3,468	1.0333	0.098	338	11	185	534	40.7%	OK		1,310
21.2		CR 13A	Samara Lakes Parkway to SR 16	UZ	4UC	D	1.50	ADT18	13,653	1.0636	0.090	1229	78	410	1,717	53.3%	OK		3,220
22		CR 13B (Fruit Cove Rd)	SR 13 to SR 13	UZ	2UC	D	2.38	ADT18	949	1.0200	0.100	95	2	114	211	18.3%	OK		1,150
23.1		CR 16A	SR 13 to CR 210	UZ	2UC	D	0.57	ADT18	10,831	1.0318	0.094	1017	32	342	1,391	96.6%	CRITICAL		1,440
23.2		CR 16A	CR 210 to Leo Maguire Rd.	TR	2MaC	D	4.23	ADT18	3,580	1.0559	0.102	364	20	551	935	71.4%	OK		1,310
24		CR 16A	Leo Maguire Rd. to SR 16	TR	2MaC	D	2.53	ADT18	5,044	1.0557	0.100	503	28	466	997	76.1%	OK		1,310
25.1		CR 16A (Lewis Spdwy)	SR 16 to Varella Ave.	UZ	2UC	D	0.98	ADT18	7,051	1.0200	0.113	797	16	145	958	66.5%	OK		1,440
25.2		CR 16A (Lewis Spdwy)	Varella Ave. to Woodlawn Rd.	UZ	2UC	D	0.35	ADT18	6,531	1.0200	0.103	673	13	134	820	57.0%	OK		1,440
26		CR 16A (Lewis Spdwy)	Woodlawn Rd. to SR 5 (US 1)	UZ	2UC	D	1.07	ADT18	8,931	1.0311	0.126	1127	35	210	1,372	95.3%	CRITICAL		1,440
27		CR 203 (Ponte Vedra Blvd)	SR A1A to CR 210 (Corona Rd)	UZ	2UC	D	4.27	ADT18	6,908	1.0297	0.090	622	18	70	710	61.7%	OK		1,150
28.1		CR 203 (Ponte Vedra Blvd)	CR 210 (Corona Rd) to CR 210A (Solana Rd)	UZ	2UC	D	0.65	ADT18	2,909	1.0200	0.099	289	6	6	301	26.2%	OK		1,150
28.2		CR 203 (Ponte Vedra Blvd)	CR 210A (Solana Rd) to Duval Co. Line	UZ	2UC	D	1.77	ADT18	3,330	1.0200	0.099	331	7	0	338	29.4%	OK		1,150
29		CR 204	CR 13 to SR 5 (US 1)	RU	2MaC	C	5.55	ADT18	2,979	1.0200	0.095	283	6	58	347	43.9%	OK		790
30		CR 208	CR 13 to Joe Ashton Rd.	TR	2MaC	D	4.03	ADT18	579	1.0200	0.108	62	1	13	76	3.5%	OK		2,190
31		CR 208	Joe Ashton Rd. to CR 13A	TR	2MaC	D	2.37	ADT18	3,022	1.0200	0.097	293	6	58	357	16.3%	OK		2,190
32		CR 208	CR 13A to SR 16	TR	2MaC	D	4.91	ADT18	5,112	1.0200	0.090	461	9	267	737	33.7%	OK		2,190
33		CR 210	CR 16A to Greenbriar Rd.	TR	2MaC	D	3.00	ADT18	8,833	1.0242	0.092	812	20	443	1,275	97.3%	CRITICAL		1,310
34.1		CR 210	Greenbriar Rd. to Cimarrone Blvd.	UZ	2UC	D	2.26	ADT18	17,879	1.0289	0.091	1623	47	1,560	3,230	224.3%	DEFICIENT		1,440
34.2		CR 210	Cimarrone Blvd. to CR 2209	UZ	4UC	D	0.71	ADT18	25,087	1.0392	0.091	2288	90	825	3,203	89.5%	OK		3,580
34.3		CR 210	CR 2209 to Leo Maguire Parkway	UZ	4UC	D	1.22	ADT18	33,608	1.0450	0.092	3092	139	1,531	4,762	116.4%	DEFICIENT	4,090	4,090
35		CR 210	Leo Maguire Parkway to SR 9 (I-95)	UZ	6UC	D	0.81	ADT18	46,838	1.0535	0.092	4323	231	3,394	7,948	147.5%	DEFICIENT		5,390
36.1		CR 210	SR 9 (I-95) to C.E. Wilson Road	TR	4MaC	D	0.40	ADT18	17,483	1.0311	0.092	1612	50	1,682	3,344	95.0%	CRITICAL	3,520	3,520
36.2		CR 210 W.	C.E. Wilson Road to Alternate CR 210	TR	4MaC	D	1.98	ADT18	17,605	1.0458	0.097	1711	78	1,786	3,575	111.7%	DEFICIENT		3,200
36.3		Alternate CR 210	CR 210 W. to SR 5 (US 1) N	TR	2MaC	D	0.95	ADT18	8,459	1.0200	0.102	865	17	1,064	1,946	148.5%	DEFICIENT		1,310
36.4		CR 210 W.	Alternate CR 210 to Valley Ridge Blvd	TR	2MaC	D	0.93	ADT18	8,726	1.0200	0.111	968	19	913	1,900	130.1%	DEFICIENT		1,460
37		Palm Valley Rd (Old CR 210)	Valley Ridge Blvd. to Preservation Trail	TR	2MaC	D	1.86	ADT18	5,366	1.0488	0.096	517	25	12	554	42.3%	OK		1,310
38		CR 210 (Palm Valley Rd) E/W	CR 210A (Roscoe Blvd) to Mickler Rd.	UZ	2UC	D	1.36	ADT18	22,970	1.0396	0.096	2214	88	704	3,006	156.6%	DEFICIENT	1,920	1,920
39		CR 210 (Palm Valley Rd) N/S	Mickler Rd. to Canal Blvd.	UZ	2UC	D	1.98	ADT18	14,182	1.0246	0.090	1276	31	256	1,563	94.2%	CRITICAL	1,660	1,660
40		CR 210 (Palm Valley Rd) N/S	Canal Blvd. to SR A1A	UZ	2UC	D	1.43	ADT18	16,477	1.0200	0.090	1483	30	207	1,720	119.4%	DEFICIENT		1,440
41		CR 210 (Corona Rd) E/W	SR A1A to CR 203 (Ponte Vedra Blvd)	UZ	2UC	D	0.59	ADT18	5,632	1.0200	0.090	507	10	60	577	50.2%	OK		1,150
42		CR 210A (Roscoe Blvd)	Palm Valley Rd to Canal Blvd.	UZ	2UC	D	3.26	ADT18	5,532	1.0250	0.097	534	13	110	657	57.1%	OK		1,150
43.1		CR 210A (Roscoe Blvd)	Canal Blvd. to PGA Tour Blvd.	UZ	2UC	D	3.09	ADT18	6,386	1.0247	0.097	619	15	58	692	60.2%	OK		1,150
43.2		CR 210A (Solana Rd)	PGA Tour Blvd. to SR A1A	UZ	2UC	D	1.41	ADT18	13,514	1.0200	0.090	1216	24	41	1,281	75.8%	OK	1,690	1,690
43.3		CR 210A (Solana Rd)	SR A1A to CR 203 (Ponte Vedra Blvd)	UZ	2UC	D	0.65	ADT18	5,752	1.0200	0.090	518	10	7	535	55.7%	OK		960
44		CR 214	CR 13 to CR 13A	RU	2MaC	C	3.68	ADT18	976	1.0200	0.097	94	2	0	96	12.2%	OK		790
45		CR 214	CR 13A to Allen Nease Rd.	TR	2MaC	D	5.21	ADT18	1,653	1.0200	0.106	176	4	57	237	10.8%	OK		2,190
46		CR 214	Allen Nease Rd. to Holmes Blvd.	TR	2MaC	D	4.28	ADT18	5,363	1.0208	0.090	483	10	182	675	51.5%	OK		1,310
47		CR 214 (W. King St)	Holmes Blvd. to Volusia St.	UZ	2UC	E	0.64	ADT18	4,802	1.0200	0.093	447	9	108	564	39.2%	OK		1,440
48		CR 214 (W. King St)	Volusia St. to Palmer St.	UZ	2UC	E	0.94	ADT18	13,388	1.0201	0.097	1297	26	165	1,488	103.3%	DEFICIENT		1,440

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49		CR 214 (W. King St)	Palmer St. to SR 5 (US 1)	UZ	2UC	E	0.26	ADT18	13,435	1.0373	0.090	1209	45	0	1,254	98.7%	CRITICAL		1,270
51		CR 305	SR 206 to SR 207	TR	2MaC	D	3.96	ADT18	587	1.0200	0.115	68	1	0	69	3.2%	OK		2,190
52		CR 305	CR 13 to SR 207	RU	2MaC	C	4.98	ADT18	662	1.0200	0.117	77	2	15	94	11.9%	OK		790
53		CR 5A (Old Moultrie Rd)	SR 5 (US 1) to Kings Estate Rd.	UZ	2UC	D	1.31	ADT18	7,668	1.0227	0.097	740	17	169	926	64.3%	OK		1,440
54.1		CR 5A (Old Moultrie Rd)	Kings Estate Road to Lewis Point Road	UZ	2UC	D	0.37	ADT18	14,876	1.0251	0.095	1410	35	226	1,671	116.0%	DEFICIENT		1,440
54.2		CR 5A (Old Moultrie Rd)	Lewis Point Road to Southpark Blvd.	UZ	2UC	D	0.77	ADT18	16,099	1.0200	0.091	1459	29	259	1,747	121.3%	DEFICIENT		1,440
54.3		CR 5A (Old Moultrie Rd)	Southpark Blvd. to SR 312	UZ	2UC	D	0.37	ADT18	21,356	1.0262	0.090	1922	50	362	2,334	162.1%	DEFICIENT		1,440
55		CR 5A (Old Moultrie Rd)	SR 312 to SR 207	UZ	2UC	D	0.95	ADT18	10,352	1.0200	0.093	961	19	98	1,078	74.9%	OK		1,440
56		A1A Beach Blvd.	SR A1A (S) to 11th Street	UZ	2UC	D	1.87	ADT18	8,916	1.0200	0.091	809	16	0	825	57.3%	OK		1,440
57		A1A Beach Blvd.	11th Street to SR 312	UZ	2UC	D	1.26	ADT18	12,737	1.0200	0.090	1146	23	13	1,182	82.1%	OK		1,440
58		Cracker Swamp Rd.	Putnam Co. Line to CR 13	RU	2MiC	C	4.19	ADT18	990	1.0303	0.099	98	3	0	101	12.8%	OK		790
59.1		Kings Estate Rd./Hilltop Rd.	CR 5A to Dobbs Rd	UZ	2UC	D	0.42	ADT18	14,390	1.0366	0.094	1351	49	277	1,677	116.5%	DEFICIENT		1,440
59.2		Kings Estate Rd./Hilltop Rd.	Dobbs Rd to SR 207	UZ	2UC	D	1.68	ADT18	5,855	1.0200	0.102	594	12	129	735	63.9%	OK		1,150
60		Faver Dykes Rd.	SR 5 (US 1) to State Park Entr.	RU	2MiC	C	1.57	ADT18	371	1.0227	0.110	41	1	188	230	29.1%	OK		790
61		Federal Point Rd.	Putnam Co. Line to Hastings City Limits (W)	RU	2MiC	C	1.13	ADT18	757	1.0200	0.095	72	1	0	73	9.2%	OK		790
62.1		Four Mile Rd./Volusia St.	CR 214 to Holmes Blvd.	UZ	2UC	D	0.95	ADT18	7,341	1.0231	0.093	683	16	78	777	54.0%	OK		1,440
62.2		Four Mile Rd.	Holmes Blvd. to SR 16	UZ	2UC	D	0.85	ADT18	14,740	1.0427	0.090	1327	57	333	1,717	149.3%	DEFICIENT		1,150
63		George Miller Rd.	CR 13 to CR 13	RU	2MiC	C	2.73	ADT18	1,970	1.0287	0.098	194	6	0	200	25.3%	OK		790
64		Greenbriar Rd.	SR 13 to Longleaf Pine Pkwy	UZ	2UC	D	3.09	ADT18	5,241	1.0434	0.093	487	21	286	794	55.1%	OK		1,440
65		Greenbriar Rd.	Longleaf Pine Pkwy to CR 210	UZ	2UC	D	2.25	ADT18	9,318	1.0410	0.101	940	39	334	1,313	91.2%	CRITICAL		1,440
66		Hastings Blvd.	Cracker Swamp Rd. to CR 13	RU	2MiC	C	2.53	ADT18	682	1.0260	0.095	65	2	0	67	8.5%	OK		790
67.1		Holmes Blvd.	SR 207 to CR 214	UZ	2UC	D	1.75	ADT18	21,307	1.0444	0.092	1960	87	686	2,733	121.5%	DEFICIENT	2,250	2,250
67.2		Holmes Blvd.	CR 214 to Four Mile Rd.	UZ	2UC	D	1.61	ADT18	17,160	1.0486	0.093	1592	77	555	2,224	105.4%	DEFICIENT	2,110	2,110
67.3		Kenton Morrison Rd.	Four Mile Rd. to SR 16	UZ	2UC	D	0.47	ADT18	12,242	1.0720	0.131	1604	115	313	2,032	141.1%	DEFICIENT		1,440
68		Joe Ashton Rd.	CR 208 to CR 13	TR	2MiC	D	3.20	ADT18	1,694	1.0242	0.104	175	4	14	193	14.7%	OK		1,310
69		Leo Maguire Parkway	CR 16A to CR 210	UZ	2UC	D	5.11	ADT18	6,396	1.0519	0.101	647	34	223	904	62.8%	OK		1,440
71		Masters Dr./Palmer St.	CR 214 to SR 16	UZ	2UC	D	1.75	ADT16	5,921	1.0200	0.092	564	11	42	617	53.7%	OK		1,150
72		Mickler Rd.	CR 210 to SR A1A	UZ	2UC	D	1.38	ADT18	11,805	1.0550	0.116	1367	75	385	1,827	126.9%	DEFICIENT		1,440
73.1		International Golf Pkwy.	SR 16 to Royal Pines Parkway	UZ	4UC	D	1.50	ADT18	25,814	1.0658	0.097	2507	165	901	3,573	99.8%	CRITICAL		3,580
73.2		International Golf Pkwy.	Royal Pines Parkway to SR 9 (I-95)	UZ	4UC	D	0.90	ADT18	25,969	1.0495	0.097	2524	125	1,092	3,741	104.5%	DEFICIENT		3,580
74.1		International Golf Pkwy.	SR 9 (I-95) to N. Francis Road	TR	4MaC	D	0.70	ADT18	16,374	1.0539	0.101	1655	89	931	2,675	83.6%	OK		3,200
74.2		International Golf Pkwy.	N. Francis Road to St. Marks Pond Blvd.	TR	2MaC	D	3.23	ADT18	11,127	1.0438	0.101	1119	49	791	1,959	134.2%	DEFICIENT		1,460
74.3		International Golf Pkwy.	St. Marks Pond Blvd. To SR 5 (US 1)	TR	2MaC	D	0.81	ADT18	14,704	1.0557	0.106	1551	86	688	2,325	159.2%	DEFICIENT		1,460
75		Pope Rd.	SR A1A to A1A Beach Blvd.	UZ	2UC	C	0.86	ADT18	3,439	1.0200	0.090	310	6	0	316	27.5%	OK		1,150
76		Race Track Rd.	SR 13 to Bishop Estates Rd.	UZ	4UC	D	3.07	ADT18	28,258	1.0247	0.095	2670	66	585	3,321	88.1%	OK	3,770	3,770
77.1		Race Track Rd.	Bishop Estates Rd. to Veterans Pkwy	UZ	4UC	D	1.02	ADT18	26,984	1.0522	0.101	2717	142	937	3,796	106.0%	DEFICIENT		3,580
77.2		Race Track Rd.	Veterans Pkwy to St. Johns Pkwy	UZ	4UC	D	1.23	ADT18	22,538	1.0443	0.096	2157	96	760	3,013	84.2%	OK		3,580
77.3		Race Track Rd.	St. Johns Pkwy to Bartram Park Blvd	UZ	4UC	D	1.44	ADT18	23,334	1.0802	0.090	2100	168	845	3,113	86.9%	OK		3,580
78.1		Race Track Rd.	Bartram Park Blvd to Bartram Springs Pkwy	UZ	2UC	D	1.49	ADT18	18,049	1.0491	0.096	1725	85	1,873	3,683	230.2%	DEFICIENT		1,600
78.2		Race Track Rd.	Bartram Springs Pkwy to SR 5 (US 1)	UZ	4UC	D	0.97	ADT18	22,686	1.0529	0.090	2042	108	703	2,853	79.7%	OK		3,580
79		Roberts Rd.	SR 13 to Longleaf Pine Pkwy	UZ	2UC	D	2.69	ADT18	14,466	1.0238	0.100	1441	34	704	2,179	151.3%	DEFICIENT		1,440
80		Russell Sampson Rd.	CR 210 to St. Johns Pkwy	UZ	2UC	D	2.37	ADT18	11,013	1.1238	0.090	991	123	270	1,384	96.1%	CRITICAL		1,440
81	262	SR 13/SR 16	SR 16 (East) to SR 16 (West)	TR	2MA	D	4.07	ADT17	10,000	1.0200	0.090	918	18	262	1,198	54.7%	OK		2,190
82	105	SR 13	SR 16 (West) to CR 16A	UZ	2MA	D	1.34	ADT17	11,500	1.0200	0.090	1056	21	269	1,346	84.1%	OK		1,600
83	4	SR 13	CR 16A to Greenbriar Rd.	TR	2MA	D	6.17	ADT17	7,600	1.0200	0.090	698	14	251	963	66.0%	OK		1,460
84	290	SR 13	Greenbriar Rd. to Roberts Rd.	UZ	2MA	D	2.79	ADT17	7,400	1.0200	0.090	679	14	276	969	60.5%	OK		1,600
85	24	SR 13	Roberts Rd. to CR 13B (Fruit Cove Rd S.)	UZ	4MA	D	0.86	ADT17	27,076	1.0200	0.090	2486	50	542	3,078	86.0%	OK		3,580
86	360	SR 13	CR 13B (Fruit Cove Rd S.) to Race Track Rd.	UZ	4MA	D	1.17	ADT17	28,500	1.0200	0.090	2616	52	610	3,278	91.6%	CRITICAL		3,580
88	3584 (Duval)	SR 13	Race Track Rd. to Duval Co. Line	UZ	4MA	D	0.71	ADT18	50,295	1.0200	0.090	4542	91	591	5,224	145.9%	DEFICIENT		3,580
89	0015 (Clay)	SR 16	Clay Co. Line to SR 13	UZ	2MA	D	1.85	ADT18	19,526	1.0203	0.097	1884	38	438	2,360	108.8%	DEFICIENT		2,170
90	235	SR 16	SR 13 to CR 16A	UZ	2MA	D	1.66	ADT18	16,493	1.0290	0.093	1529	44	637	2,210	138.1%	DEFICIENT		1,600
91.1	5050	SR 16	CR 16A to International Golf Pkwy.	UZ	4MA	D	1.49	ADT17	19,700	1.0460	0.090	1855	85	1,058	2,998	83.7%	OK		3,580
91.2		SR 16	International Golf Pkwy to CR 2209	UZ	2MA	D	0.76	ADT18	17,289	1.0401	0.094	1630	65	953	2,648	165.5%	DEFICIENT		1,600
92.1	43	SR 16	CR 2209 to West Mall Entrance	TR	2MA	D	4.35	ADT18	17,821	1.0330	0.094	1682	56	589	2,327	106.3%	DEFICIENT		2,190
92.2	42	SR 16	West Mall Entrance to I-95	TR	4MA	D	0.82	ADT17	23,500	1.0230	0.095	2284	53	753	3,090	96.5%	CRITICAL		3,200
93.1		SR 16	SR 9 (I-95) to Inman Rd.	TR	4MA	D	0.34	ADT17	36,000	1.0327	0.095	3532	115	2,260	5,907	184.6%	DEFICIENT		3,200
93.2	6	SR 16	Inman Rd. to Four Mile Rd.	TR	4MA	D	2.00	ADT18	40,791	1.0320	0.090	3683	118	1,246	5,047	89.2%	OK		5,660
94	5051	SR 16	Four Mile Rd. to Woodlawn Rd.	UZ	4MA	D	0.77	ADT18	26,718	1.0320	0.090	2405	77	813	3,295	92.1%	CRITICAL		3,580
95	104	SR 16	Woodlawn Rd. to Masters Dr.	UZ	4MA	D	1.61	ADT18	23,120	1.0200	0.090	2081	42	502	2,625	73.3%	OK		3,580

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96		SR 16	Masters Dr. to Lewis Spdwy. (CR 16A)	UZ	4MA	D	0.19	ADT17	24,886	1.0200	0.090	2285	46	454	2,785	77.8%	OK		3,580
97	187	SR 16	Lewis Spdwy. (CR 16A) to St. Aug. Limits (W)	UZ	4MA	D	0.10	ADT18	28,161	1.0200	0.090	2534	51	504	3,089	86.3%	OK		3,580
99	75	SR 206	SR 207 to CR 305	RD	2MA	C	3.50	ADT17	4,500	1.0200	0.095	436	9	18	463	38.0%	OK		1,220
100		SR 206	CR 305 to SR 9 (I-95)	TR	2MA	D	5.05	ADT18	5,453	1.0200	0.090	491	10	81	582	39.9%	OK		1,460
101	76	SR 206	SR 9 (I-95) to SR 5 (US 1)	TR	2MA	D	2.16	ADT17	7,500	1.0200	0.090	689	14	137	840	57.5%	OK		1,460
102	22	SR 206	SR 5 (US 1) to SR A1A	UZ	2MA	D	3.87	ADT17	10,000	1.0200	0.095	969	19	150	1,138	71.1%	OK		1,600
103	178	SR 207	Putnam Co. Line to Hastings City Limits (W)	RU	4MA	B	0.53	ADT17	16,700	1.0200	0.095	1618	32	**0**	1,650	67.6%	OK		2,440
104	279	SR 207	Hastings City Limits (E) to SR 206	RD	4MA	B	1.31	ADT17	20,500	1.0200	0.095	1986	40	**7**	2,033	82.6%	OK		2,460
105	231	SR 207	SR 206 to CR 13	RD	4MA	B	1.29	ADT17	16,200	1.0200	0.095	1570	31	**51**	1,652	67.2%	OK		2,460
106	58	SR 207	CR 13 to CR 305	RU	4MA	B	4.49	ADT17	14,100	1.0200	0.095	1366	27	**31**	1,424	58.4%	OK		2,440
107.1	108	SR 207	CR 305 to Vermont Blvd.	TR	4MA	C	2.48	ADT17	16,300	1.0200	0.095	1579	32	**292**	1,903	42.7%	OK		4,460
107.2		SR 207	Vermont Blvd. to Cypress Links Blvd.	TR	4MA	C	1.07	ADT18	19,699	1.0301	0.090	1773	53	**634**	2,460	55.2%	OK		4,460
107.3		SR 207	Cypress Links Blvd. to SR 9 (I-95)	TR	4MA	C	0.59	ADT18	25,119	1.0292	0.090	2261	66	**1,693**	4,020	90.1%	CRITICAL		4,460
108	271	SR 207	SR 9 (I-95) to Wildwood Dr.	TR	4MA	C	1.77	ADT18	33,461	1.0200	0.090	3011	60	994	4,065	93.0%	CRITICAL	4,370	4,370
109		SR 207	Wildwood Dr. to Holmes Blvd.	UZ	4MA	D	1.63	ADT18	31,854	1.0287	0.093	2962	85	1,061	4,108	86.5%	OK	4,750	4,750
110	5052	SR 207	Holmes Blvd. to SR 312	UZ	4MA	D	0.39	ADT18	41,709	1.0340	0.090	3754	128	1,362	5,244	110.4%	DEFICIENT	4,750	4,750
111	237	SR 207	SR 312 to St. Aug. City Limits (W)	UZ	4MA	D	1.14	ADT18	15,045	1.0200	0.090	1354	27	354	1,735	48.4%	OK		3,580
112	298	SR 312	SR 207 to CR 5A	UZ	4MA	D	0.80	ADT18	32,820	1.0200	0.090	2954	59	950	3,963	110.7%	DEFICIENT		3,580
113	299	SR 312	CR 5A to SR 5 (US 1)	UZ	4MA	D	0.20	ADT18	33,043	1.0200	0.090	2974	59	519	3,552	99.2%	CRITICAL		3,580
114.1		SR 312	SR 5 (US 1) to Sgt. Tutten Dr.	UZ	4MA	D	0.27	ADT18	39,892	1.0200	0.090	3590	72	295	3,957	91.8%	CRITICAL	4,310	4,310
114.2	272	SR 312	Sgt. Tutten Dr. to SR A1A	UZ	4MA	D	2.33	ADT18	38,933	1.0200	0.090	3504	70	251	3,825	88.7%	OK	4,310	4,310
115	21	SR 5 (US 1)	Flagler Co. Line to SR 9 (I-95)	RU	4PA	C	0.75	ADT17	14,500	1.0200	0.095	1405	28	280	1,713	44.8%	OK		3,820
116	65	SR 5 (US 1)	SR 9 (I-95) to SR 206	RU	4PA	C	6.69	ADT17	13,100	1.0200	0.095	1269	25	704	1,998	52.3%	OK		3,820
117.1	64	SR 5 (US 1)	SR 206 to Shores Blvd.(S)	UZ	4PA	D	2.32	ADT17	21,000	1.0200	0.090	1928	39	383	2,350	51.3%	OK	4,580	4,580
117.2		SR 5 (US 1)	Shores Blvd.(S) to Wildwood Dr.	UZ	4PA	D	1.70	ADT18	34,082	1.0211	0.090	3067	65	647	3,779	97.9%	CRITICAL	3,860	3,860
118	181	SR 5 (US 1)	Wildwood Dr. to CR 5A	UZ	4PA	E	1.02	ADT18	38,404	1.0200	0.090	3472	69	691	4,232	95.5%	CRITICAL	4,430	4,430
119		SR 5 (US 1)	CR 5A to Lewis Point Rd.	UZ	4PA	E	1.49	ADT18	42,332	1.0200	0.090	3810	76	645	4,531	79.4%	OK	5,710	5,710
120.1	311	SR 5 (US 1)	Lewis Point Rd. to Shore Dr.	UZ	6PA	E	0.67	ADT18	42,132	1.0200	0.090	3792	76	483	4,351	81.3%	OK	5,350	5,350
120.2		SR 5 (US 1)	Shore Dr. to SR 312	UZ	6PA	E	0.42	ADT18	51,584	1.0200	0.090	4643	93	438	5,174	96.7%	CRITICAL	5,350	5,350
121	12	SR 5 (US 1)	SR 312 to St. Aug. City Limits (S)	UZ	4PA	E	0.83	ADT18	44,618	1.0200	0.090	4016	80	243	4,339	87.7%	OK	4,950	4,950
122	102	SR 5 (US 1)	St. Aug. Limits (N) to CR 16A (Lewis Spdwy)	UZ	4PA	D	0.80	ADT18	25,339	1.0200	0.090	2281	46	454	2,781	61.9%	OK	4,490	4,490
123		SR 5 (US 1)	CR 16A (Lewis Spdwy) to Gun Club Rd.	UZ	4PA	D	2.43	ADT18	26,141	1.0200	0.099	2585	52	518	3,155	70.3%	OK	4,490	4,490
124		SR 5 (US 1)	Gun Club Rd. to International Golf Pkwy.	UZ	4PA	D	3.69	ADT18	26,047	1.0200	0.095	2474	49	903	3,426	79.5%	OK	4,310	4,310
125.1	48	SR 5 (US 1)	International Golf Pkwy. to Alternate CR 210	TR	4PA	D	5.39	ADT18	27,694	1.0200	0.090	2492	50	802	3,344	94.2%	CRITICAL	3,550	3,550
125.2		SR 5 (US 1)	Alternate CR 210 to Valley Ridge Blvd.	TR	4PA	D	0.60	ADT18	25,711	1.0200	0.090	2314	46	461	2,821	67.6%	OK	4,170	4,170
126	47	SR 5 (US 1)	Valley Ridge Blvd. to Duval Co. Line	TR	4PA	D	2.25	ADT18	25,540	1.0200	0.090	2299	46	767	3,112	74.6%	OK	4,170	4,170
127	0251 (Flagler)	SR 9 (I-95)	Flagler Co. Line to SR 5 (US 1)	RU	6IF	C	0.94	ADT17	47,500	1.0200	0.090	4361	87	**239**	4,687	69.7%	OK		6,720
128	256	SR 9 (I-95)	SR 5 (US 1) to SR 206	RU	6IF	C	7.22	ADT17	60,500	1.0210	0.095	5868	123	**333**	6,324	94.1%	CRITICAL		6,720
129	261	SR 9 (I-95)	SR 206 to SR 207	TR	6IF	C	5.74	ADT17	63,500	1.0260	0.095	6189	161	**317**	6,667	86.5%	OK		7,710
130	257	SR 9 (I-95)	SR 207 to SR 16	TR	6IF	C	6.68	ADT17	80,500	1.0200	0.095	7800	156	**928**	8,884	115.2%	DEFICIENT		7,710
131	258	SR 9 (I-95)	SR 16 to International Golf Pkwy.	TR	6IF	D	5.65	ADT17	86,000	1.0200	0.095	8333	167	**965**	9,465	103.0%	DEFICIENT		9,190
132	55	SR 9 (I-95)	International Golf Pkwy. to CR 210	TR	6IF	D	5.96	ADT17	96,500	1.0200	0.095	9351	187	**1,870**	11,408	124.1%	DEFICIENT		9,190
133	259	SR 9 (I-95)	CR 210 to Duval Co. Line	TR	6IF	D	2.82	ADT17	116,000	1.0200	0.095	11240	225	**2,673**	14,138	153.8%	DEFICIENT		9,190
134	20	SR A1A	Flagler Co. Line to Ft. Matanzas Mon. Entr.	UZ	2MA	D	3.45	ADT17	5,900	1.0200	0.090	542	11	0	553	25.5%	OK		2,170
135	276	SR A1A	Ft. Matanzas Monument Entr. to SR 206	UZ	2MA	D	3.95	ADT17	11,000	1.0200	0.090	1010	20	3	1,033	47.6%	OK		2,170
136	275	SR A1A	SR 206 to Owens Ave.	UZ	2MA	D	2.43	ADT18	15,079	1.0200	0.090	1363	27	51	1,441	90.1%	CRITICAL		1,600
137	110	SR A1A	Owens Ave. to A1A Beach Blvd.(S)	UZ	4MA	D	1.53	ADT18	27,228	1.0200	0.090	2461	49	34	2,544	71.1%	OK		3,580
138	329	SR A1A	A1A Beach Blvd.(S) to Pope Rd.	UZ	4MA	D	2.83	ADT18	29,348	1.0200	0.090	2653	53	33	2,739	76.5%	OK		3,580
139		SR A1A	Pope Rd. to SR 312	UZ	4MA	D	0.10	ADT18	29,921	1.0228	0.090	2705	62	47	2,814	78.6%	OK		3,580
140	240	SR A1A	SR 312 to St. Aug. City Limits (S)	UZ	4MA	D	0.90	ADT18	25,975	1.0200	0.090	2338	47	35	2,420	67.6%	OK		3,580
141	9	SR A1A	St. Aug. Limits (N) to SR A1A (Cstl. Hwy.)	UZ	2MA	D	1.03	ADT17	15,300	1.0200	0.090	1411	28	200	1,639	102.4%	DEFICIENT		1,600
142		SR A1A	SR A1A (Vilano Rd.) to 3rd St.	UZ	2MA	D	2.87	ADT17	13,390	1.0344	0.090	1247	43	92	1,382	63.7%	OK		2,170
143.1		SR A1A	3rd St. to Guana River Park Dam Use Entr.	TR	2MA	D	4.79	ADT18	6,511	1.0200	0.093	607	12	85	704	32.1%	OK		2,190
143.2	78	SR A1A	Guana River Park Dam Use Entr. to Mickler Rd.	TR	2MA	D	9.81	ADT18	9,028	1.0200	0.091	821	16	58	895	40.9%	OK		2,190
144.1	274	SR A1A	Mickler Rd. to Sawgrass Dr. W (2-lane)	UZ	2MA	D	2.28	ADT18	18,048	1.0200	0.090	1624	32	206	1,862	93.6%	CRITICAL	1,990	1,990
144.2		SR A1A	Sawgrass Dr. W to Palm Valley Rd. (4-lane)	UZ	4MA	D	0.48	ADT18	23,423	1.0200	0.090	2108	42	194	2,344	65.5%	OK		3,580
145.1	81	SR A1A	Palm Valley Rd to PGA Tour Blvd.	UZ	4MA	D	0.54	ADT18	40,089	1.0200	0.090	3608	72	345	4,025	82.5%	OK	4,880	4,880
145.2		SR A1A	PGA Tour Blvd. to Corona Rd	UZ	4MA	D	0.97	ADT18	44,954	1.0200	0.090	4046	81	280	4,407	90.3%	CRITICAL	4,880	4,880
146	266	SR A1A	Corona Rd to CR 210A (Solana Rd)	UZ	4MA	D	0.79	ADT18	45,547	1.0200	0.090	4099	82	221	4,402	90.2%	CRITICAL	4,880	4,880

St. Johns County Transportation Analysis Spreadsheet

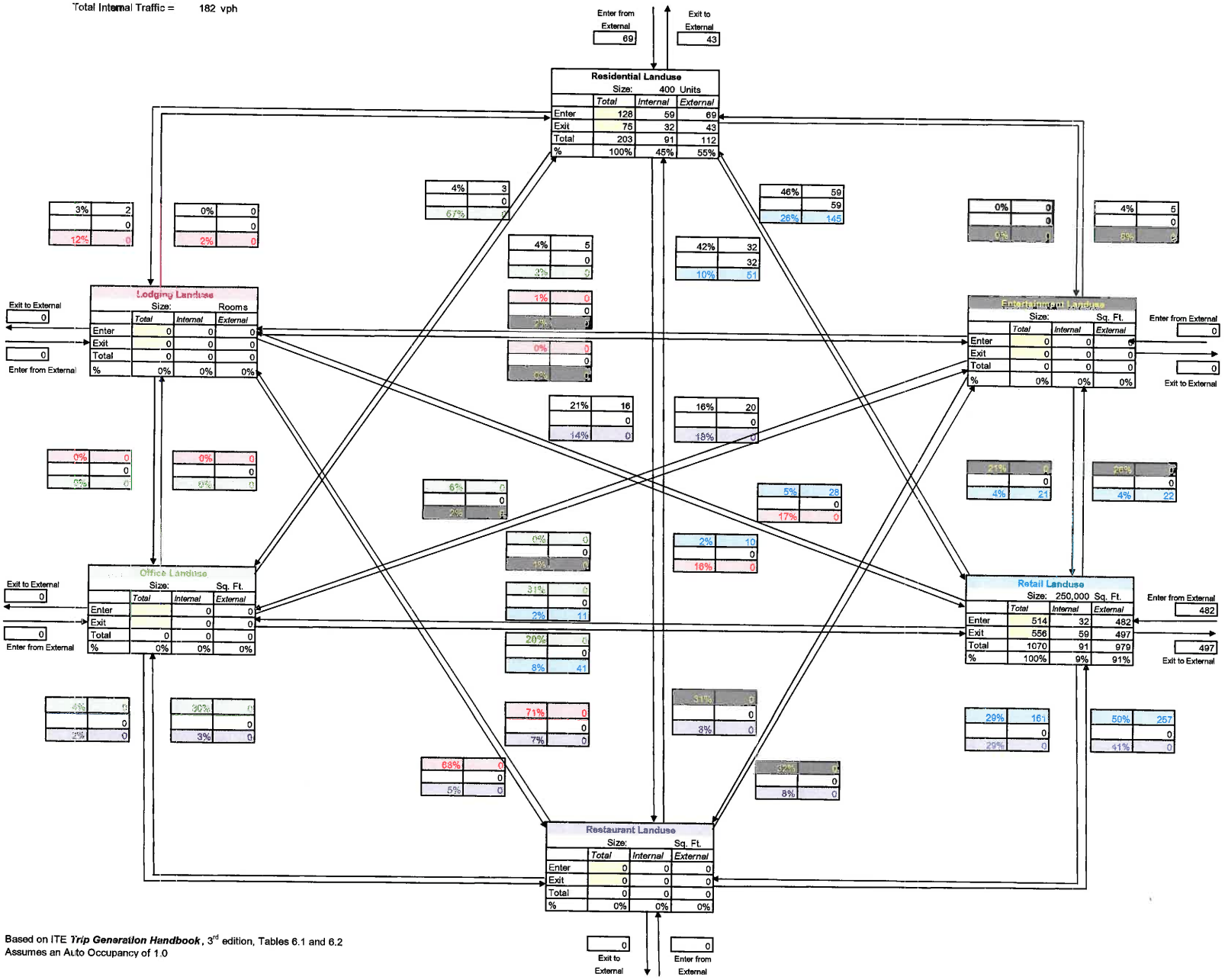
Updated with 2016 FDOT Traffic Counts and
2017 and 2018 St. Johns County Traffic Counts
Published: 08/01/2018

MRN LINK ID	FDOT COUNT STN.	ROADWAY	FROM/TO	AREA TYPE	APPRVD. ROAD TYPE	LOS STND.	SEGMENT LENGTH (Mi.)	DATE OF COUNT	TRAFFIC COUNT AADT	ANNUAL GROWTH FACTOR	LINK K FACTOR	2018 PK. HR. TRAFFIC	EXEMPT DEVEL. TRAFFIC	APPRVD. CONC. TRAFFIC	TOTAL COMMITTED PK. HR. TRAFFIC	PERCENT SERVICE VOLUME UTILIZED	LINK STATUS	TRAFFIC STUDY SERVICE VOLUME	APPRVD. PK. HR. SERVICE VOLUME
147.1	80	SR A1A	CR 210A (Solana Rd) to Marlin Ave.	UZ	4MA	D	1.20	ADT18	56,607	1.0200	0.090	5095	102	65	5,262	107.8%	DEFICIENT	4,880	4,880
147.2		SR A1A	Marlin Ave. to Duval Co. Line	UZ	4MA	D	0.56	ADT18	60,739	1.0200	0.090	5467	109	47	5,623	115.2%	DEFICIENT	4,880	4,880
148		St. Ambrose Church Rd.	CR 13A to SR 207	RU	2MiC	C	3.59	ADT18	450	1.0200	0.105	47	1	0	48	6.1%	OK		790
150.1		Wildwood Dr.	SR 5 (US 1) to Deerchase Drive	UZ	2UC	D	1.13	ADT18	10,486	1.0289	0.091	954	28	286	1,268	76.9%	OK		1,650
150.2		Wildwood Dr.	Deerchase Drive to SR 207	UZ	2UC	D	2.64	ADT18	9,760	1.0208	0.091	884	18	269	1,171	81.3%	OK	1,650	1,650
151.1		Woodlawn Rd.	SR 16 to Heritage Park Drive (N)	UZ	2UC	D	1.47	ADT18	9,656	1.0478	0.111	1,072	51	274	1,397	121.5%	DEFICIENT		1,440
151.2		Woodlawn Rd.	Heritage Park Dr. (N) to Lewis Speedway (CR 16A)	UZ	2UC	D	0.90	ADT18	7,082	1.0640	0.121	853	55	284	1,192	103.6%	DEFICIENT		1,150
152.2		Veterans Pkwy	Longleaf Pine Pkwy to Race Track Rd	UZ	2UC	D	1.75	ADT18	11,133	1.1014	0.183	2,041	207	582	2,830	176.9%	DEFICIENT		1,150
153.1		Longleaf Pine Pkwy	CR 210/16A to Greenbriar Rd	TR	4MaC	D	3.03	ADT18	4,601	1.0879	0.167	766	67	674	1,507	52.3%	OK		1,600
153.2		Longleaf Pine Pkwy	Greenbriar Rd to Roberts Rd	UZ	4UC	D	0.36	ADT17	8,900	1.0606	0.096	909	55	520	1,484	46.1%	OK		2,880
154		Longleaf Pine Pkwy	Roberts Rd to Veterans Pkwy	UZ	2UC	D	4.08	ADT18	7,285	1.1337	0.098	715	96	697	1,508	104.7%	DEFICIENT		3,220
155		Longleaf Pine Pkwy	Veterans Pkwy to Tollerton Ave	UZ	2UC	D	0.63	ADT18	9,066	1.1107	0.109	985	109	480	1,574	103.5%	DEFICIENT		1,440
156		Longleaf Pine Pkwy	Tollerton Ave to St. Johns Pkwy	UZ	4UC	D	1.63	ADT18	12,206	1.1353	0.102	1,247	169	563	1,979	61.4%	OK		1,520
157		St. Johns Pkwy	CR 210 to Future SR 9B Connection	UZ	4MA	D	0.95	ADT18	10,927	1.0951	0.101	1,100	105	718	1,923	53.7%	OK		3,220
158		St. Johns Pkwy	Future SR 9B Connection to Longleaf Pine Pkwy	UZ	4MA	D	0.79	ADT16	10,378	1.1061	0.108	1,366	145	727	2,238	62.5%	OK		3,580
159		St. Johns Pkwy	Longleaf Pine Pkwy to Race Track Rd	UZ	4MA	D	1.40	ADT18	10,423	1.0787	0.099	1,029	81	607	1,717	48.0%	OK		3,580
160.1		Valley Ridge Blvd	US 1 to CR 210 W.	TR	4MA	D	0.64	ADT18	9,703	1.0500	0.095	921	46	510	1,477	46.1%	OK		3,200
160.2		Valley Ridge Blvd	CR 210 W. to Nocatee Pkwy	TR	4MA	D	1.45	ADT18	11,019	1.0500	0.105	1155	58	718	1,931	60.3%	OK		3,200
161.1		Nocatee Pkwy	US 1 to Duval County Line	TR	4E	D	1.80	ADT18	19,697	1.1523	0.094	1850	282	927	3,059	49.3%	OK		6,200
161.2		Nocatee Pkwy	Duval County Line to Crosswater Pkwy	TR	6E	D	0.46	ADT18	22,331	1.0802	0.107	2383	191	955	3,529	38.4%	OK		9,190
162		Nocatee Pkwy	Crosswater Pkwy to Palm Valley Rd/Davis Park Rd	TR	4MA	D	1.26	ADT18	24,422	1.0732	0.102	2486	182	805	3,473	108.5%	DEFICIENT		3,200
163		CR 210 (Palm Valley Rd)	Palm Valley Rd to CR 210A (Roscoe Blvd)	TR	4MA	D	0.67	ADT18	25,650	1.0763	0.101	2578	197	916	3,691	115.3%	DEFICIENT		3,200
164		Crosswater Pkwy	Preservation Trail to Nocatee Pkwy	TR	4MA	D	0.65	ADT18	15,610	1.0500	0.095	1483	74	0	1,557	48.7%	OK		3,200
165		Rolling Hills Dr.	Dobbs Rd to SR 207	UZ	2UC	D	1.13	ADT18	5,554	1.0494	0.094	519	26	0	545	37.8%	OK		1,440

Appendix C
(Internal Capture Matrix)

PM Peak Hour
Internal Capture Matrix

Total Internal Traffic = 182 vph



Based on ITE *Trip Generation Handbook*, 3rd edition, Tables 6.1 and 6.2
Assumes an Auto Occupancy of 1.0

Appendix D
(Project Trip Distribution – Model Network Prints)

Southwest Quadrant
CR-2209 and Race Track Road
Mixed Use Village
Commercial Traffic Distribution

Southwest Quadrant
CR-2209 and Race Track Road
Mixed Use Village
Residential Traffic Distribution

Significant Natural Communities Assessment
And
Listed Wildlife Survey

St. Johns Parkway Property
St. Johns County, Florida

Prepared For:

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July 2018

Significant Natural Communities Assessment
And
Listed Wildlife Survey

ST. JOHNS PARKWAY PROPERTY
ST. JOHNS COUNTY, FLORIDA

1.0 INTRODUCTION

Ecological Consulting Solutions, Inc. (ECS) has conducted a listed species and habitat assessment of the St. Johns Parkway property. The purpose of this assessment was to determine the potential presence and extent of wildlife species listed as endangered, threatened or Species of Special concern by the Florida Fish and Wildlife Conservation Commission (FWC) and U.S. Fish and Wildlife Service (USFWS). In addition, all on-site habitat types were examined and their extents mapped, with emphasis on those areas that may be deemed Significant Natural Communities Habitat under St. Johns County Land Development Regulations Article IV, Section 4.01.07 (G). The below six listed communities are deemed Significant Natural Communities within St. Johns County (per April 4, 2017); determining the presence of such communities were of particular interest within this report.

1. Beach Dune
2. Coastal Grasslands / Coastal Strand
3. Xeric Oak
4. Maritime Hammock
5. Sandhill
6. Scrub

The project site (St. Johns Parkway) is a proposed mixed use development with floodplain compensatory storage. The site plan has been designed to minimize impacts to jurisdictional onsite wetlands. The largest and highest quality wetland will not be impacted. Impacts are proposed to three isolated wetlands. A 25-foot average upland buffer required by St. Johns County has been incorporated into the site plan to minimize onsite impacts to the large contiguous wetland.

Geographically, the site is located immediately south of Race Track Road and west of St. Johns Parkway in St. Johns, Florida. More specifically the project site is located at Section 36, Township 4 South, and Range 27 East as well as Section 1, Township 5 South, and Range 27 East in St. Johns County, Florida (Figure 1).

The property is bordered to the north by Race Track Road with St. Johns Parkway on the east side of the property. Forested wetland border the property to the south with single-family residences further south. Durbin Creek Nursery and undeveloped land borders the property on the west side (Figure 2).

2.0 METHODOLOGY

Prior to the site assessment, aerial orthophoto satellite images, USGS topographic maps, and U.S. Department of Agriculture (USDA) soil survey maps, were reviewed to determine potential natural resources on-site. The soil survey for St. Johns County was consulted in an effort to evaluate suitable habitat for sensitive species depending on substrate requirements (online mapping). Databases from the Florida Fish and Wildlife Conservation Commission (FWC 2018), the Florida Natural Areas Inventory online mapping, the bald eagle (*Haliaeetus leuchocephalus*) online nest locator, and the online USFWS Threatened & Endangered Species System (TESS) were accessed to determine potential for sensitive species suitable habitat.

During the site assessment, pedestrian transects were conducted within each vegetative community. Within each transect, data collected included, but was not limited to, plant species, wildlife species, weather conditions, time assessment commenced and terminated, and any anthropogenic activity. All vegetative communities were identified according to the *Florida Land Use, Cover and Forms Classification System, Department of Transportation (FLUCCS; DOT 1999).* Special attention was given to locate sensitive habitats known to support listed plant and wildlife species within the scope of this assessment area, with special attention on locating any onsite gopher tortoise burrows. These methods are consistent with recognized FWC survey guidelines for a general wildlife assessment.

3.0 DATABASE REVIEW OF SITE CONDITIONS

3.1 USDA Soil Survey

The *Soil Survey of St. Johns County* (Natural Resource Conservation Service online mapping) indicates four soil types as occurring within the property (Figure 3).

Zolfo fine sand (08) – This soil type has a gray fine sand surface with linear to convex slopes ranging from 0 to 5 percent. The soil is somewhat poorly drained with a depth to seasonal high water table at 18 to 42 inches of the surface for about 6 months during most years, and within 42 to 60 inches most of the rest of the year. This soil is on ridges, rises, and knolls on adjacent flatwoods on marine terraces.

Ona-Ona, wet, fine sand, 0 to 2 percent slopes (12) – This soil type has a very dark gray surface with slopes ranging from 0 to 2 percent. The soil is poorly drained with a water table at depths of 10 to 40 inches for periods of 4 to 6 months during most years. It rises to depths of less than 10 inches for periods of 1 to 2 months, and may recede to depths of more than 40 inches during very dry seasons. This soil is nearly level and is found in the flatwood areas of central and southern Florida

St. Johns fine sand (13) – This soil type is black mucky fine sand with slopes ranging from 0 to 5 percent. It is poorly drained depth to seasonal high water table at 0 to 15 inches of the surface for 2 to 6 months during most years, and 15 to 30 during periods of lower rainfall. This soil is found on broad flatwoods and landscapes adjacent to drainageways.

Manatee fine sandy loam, frequently flooded (22) – This soil type is very dark gray and black fine sandy loam with slopes less than 2 percent. The soil is poorly drained with a water table within at depths of 10 for 2 to 4 months and ponded for the rest of the year. It is found on floodplains and poorly defined drainageways.

3.2 Soil Suitability

The following soil suitability parameters are taken directly from the *Soil Survey of St. Johns County* (Natural Resource Conservation Service, 1983), Table 10 – Building Site Development. The development parameters have been paraphrased to address only those specific activities proposed to occur within the Kings Grant project. The true suitability of the on-site soils for each proposed development type will be determined during an independent geotechnical investigation.

Map Symbol and Soil Name	Shallow Excavations	Dwelling without Basements	Local Roads and Streets	Lawns and Landscaping
08-Zolfo fine sand	Severe: cutbanks cave, wetness	Moderate: wetness	Moderate: wetness	Moderate: droughty, too sandy
12-Ona, Ona wet fine sand	Severe: cutbanks cave, wetness	Severe: wetness	Severe: wetness	Severe: wetness
13-St. Johns fine sand	Severe: cutbanks cave, wetness	Severe: wetness	Severe: wetness	Severe: wetness
22-Manatee find sandy loam	Severe: wetness	Severe: flooding, wetness	Severe: flooding, wetness	Severe: flooding, wetness

4.0 SITE VISIT SUMMARY

A site visit was conducted on December 29, 2017, to determine the natural resources on-site with emphasis on the presence of sensitive plant communities and listed wildlife species. No formal surveys per FWC guidelines for listed and sensitive species were conducted within the scope of this assessment.

The weather conditions during the site inspections consisted of cloudy skies, a northwesterly breeze of 5-7 knots, and an average high of 49°F. These conditions, along with time of day and season, as well as the scope of inspection, may have

influenced the wildlife species observed. During the site visit, wildlife assessment guidelines provided by FWC were used. The presence of specific wildlife species was determined visually, audibly, or by evidence of tracks, scat, nests, burrows, or dens. General wildlife species observed were recorded and detailed in Section 4.3.

4.1 Observed Vegetative Communities

During the site assessment of December 29, 2017, ECS conducted, a series of pedestrian transects throughout the subject property to determine the presence and extent of any St. Johns County Significant Natural Communities Habitats, State of Florida or Federally listed wildlife species. The location of any natural resource issue of concern, and any occurrences worth noting, were located utilizing sub-meter rated global positioning system technology (GPS) for later use in generating report graphics and recommendations (Figure 4). Below is a brief description of the habitat communities observed:

Hardwood Conifer Mixed (FLUCCS – 434) – This vegetative community is the single upland habitat type. The dominate canopy vegetation consisted of slash pines (*Pinus elliottii),* laurel oak (*Quercus laurifolia)* as well as sweetgum (*Liquidambar styraciflua*). The understory was dominated by dense saw palmetto (*Serona repens)* with gallberry (*Ilex glabra).* Other species observed throughout this habitat type were evergreen magnolia (*Magnolia grandiflora*) and blackberry (*Rubus spp.).*

Bay Swamp (FLUCCS 611) – This wetland forested habitat is found in three of the onsite wetlands. The canopy consisted of loblolly bay (*Gordonia lasianthus),* slash pine and red bay (*Persea borbonia).* The understory vegetation is predominately yaupon holly (*Ilex vomitoria*), dahoon holly (*Ilex cassine),* wax myrtle (*Myrica cerifera),* cabbage palm (*Sabal palmetto*), gallberry and greenbriar (*Smilax rotundifolia).*

Cypress (FLUCCS 621) – This habitat type is present in two of the onsite wetlands. These wetlands are dominated by cypress (*Taxodium distichum*) with scattered blackgum (*Nyssa biflora*), red bay, dahoon holly, and sweetgum (*Liquidambar styraciflua*). The understory consists of wax myrtle, and fetterbush (*Lyonia lucida*). Ground cover includes swamp fern (*Blechnum serrulatum*), royal fern (*Osmunda regalis*), duck potato (*Sagittaria spp.*) and grapevine.

4.2 Significant Natural Communities Habitat

During the course of the field investigation, no areas considered Significant Natural Communities Habitat, as defined by St. Johns County, were determined to occur on site. Pursuant to St. Johns County Land Development Regulations Article IV, Section 4.01.07, any proposed development containing Significant Natural Communities Habitat would be required to preserve at least 10- percent of the Natural Community habitat within the proposed development. No on-site preservation of communities will be required.

4.3 Wildlife

A pedestrian survey was conducted on December 29, 2017. Observations for all wildlife were made visually, audibly, or by evidence of tracks, scat, nests, burrows, or dens. Observed wildlife and potentially occurring listed species are detailed in the following sub-sections. Evidence of sensitive species utilization of on-site natural resources was identified within the duration of the site assessment. During the course of the assessment, the following wildlife species were observed on site:

Species	Listing Status*
Invertebrate Spinybacked orbweaver (*Gasteracantha cancriformis)*	N/A
Reptile Cuban brown anole (*Anolis sagrei sagrei*)	N/A
Green anole (*Anolis carolinensis*)	N/A
Amphibian Oak toad (*Bufo quercicus)*	N/A
Southern leopard frog (*Rana utricularia)*	N/A

Avian Blue-jay (*Cyanocitta cristata*)	N/A
Brown thrasher (*Toxostoma rufum)*	N/A
Carolina wren (*Thryothorus ludovicianus*)	N/A
Mourning dove (*Zenaida macroura*)	N/A
Northern cardinal (*Cardinalis cardinalis*)	N/A
Northern mockingbird (*Minus polyglottos*)	N/A
Turkey vulture (*Cathartes aura*)	N/A
Mammal White-tailed deer (*Odocoileus virginianus)*	N/A
Raccoon (*Procyon lotor*)	N/A

*Key
SSC – State of Florida Species of
Special Concern ST – State of Florida
Threatened
FT – Federal Threatened
FE – Federal Endangered

4.3.1 Sensitive Species and Supporting Habitats

Sensitive species are those species deemed Endangered (FE), Threatened (ST & FT), or Species of Special Concern (SSC) by the FWC or USFWS. During the wildlife surveys and wetland delineations, no species listed as endangered, threatened or Species of Special Concern were observed on site. A FWC database search for surrounding eagle nests showed the nearest eagle nest to be approximately 4.04 miles west of the property (see below).

The upland vegetative habitat and soils indicate the potential presence of the gopher tortoise and Florida mouse, however the onsite conditions were found to be overgrown with a dense tree canopy, lack of herbaceous groundcover species and soil characteristics for the presence of burrows. No habitat suitable for gopher tortoises appears to exist on site.

The property is bordered on two sides by major roadways (on the north by Race Track Road with St. Johns Parkway on the east side). These roadways prohibit any onsite communities being utilized as wildlife corridors or large undisturbed tracts of land used by wildlife for migration.

5.0 DISCUSSION

ECS conducted a series of pedestrian transects over the subject property to determine the presence and extent of natural resource issues of concern; St. Johns County Significant Natural Communities Habitats and State of Florida or Federally listed wildlife species. The location of any natural resource issue of concern were located utilizing sub-meter rated global positioning system technology for later use in generating report graphics and recommendations. No State and/or Federally listed species were observed onsite.

The site assessment performed by ECS on December 29, 2017 resulted in no observed natural communities classified by St. Johns County as a Significant Natural Community Habitat. The three observed community types are typical throughout northeastern Florida and will require no on-site preservation by the County.

A species of concern was the gopher tortoise. Although the property contains uplands with a mix of pine and oak species, which have the potential to support gopher tortoise burrows, the general topography, soils characteristics and onsite vegetation are not ideal to support the gopher tortoise. Onsite upland soils range from seasonal high water levels of less than 10 inches in the rainy season to approximately 42 inches in the dry season. The onsite vegetative characteristics within the upland habitat have the potential soils to support the gopher tortoise and their burrow formations have been fire suppressed and as a result, have a dense sub-canopy layer that chokes out the grass and herb food source of the gopher tortoise. No on-site gopher tortoise utilization of the property was observed.

6.0 CONCLUSION & RECOMMENDATIONS

In conclusion, the upland and wetland communities found on-site are common in the landscape of St. Johns County and northeast Florida. No Significant Natural Communities Habitat, as classified by St. Johns County, were identified within the project boundaries. Based on the results of the wildlife study and the review of existing site conditions, it is our opinion that the development of the property will not result in adverse impacts to listed wildlife species or protected habitat types.

7.0 REFERENCES

FLORIDA FISH & WILDLIFE CONSERVATION COMMISSION (FWC) Florida Land Use Cover Classification System (FLUCCS)

FLORIDA FISH & WILDLIFE CONSERVATION COMMISSION (FWC) Wildlife Technology Services in the Division of Habitat and Species Conservation, Eagles Nest Locator by County; online at http://myfwc.com/eagle/eaglenests/Default.asp

FLORIDA FISH & WILDLIFE CONSERVATION COMMISSION (FWC). Florida's Endangered Species, Threatened Species, or Species of Special Concern. online at http://myfwc.com/media/1515251/threatened_endangered_species.pdf

FLORIDA NATURAL AREAS INVENTORY (FNAI) & FLORIDA DEPARTMENT OF NATURAL RESOURCES (FDNR). Field Guide to the Rare Animals of Florida. Online flora & fauna search at http://www.fnai.org/FieldGuide/search_001.cfm

ArcGIS - ST JOHNS COUNTY, FLORIDA. GIS Data Library DVD, ESRI Shapefiles and Compatible Formats

UNITED STATES DEPARTMENT OF AGRICULTURE (USDA). Soil Survey of St. Johns County, Florida; Soil Conservation Service.

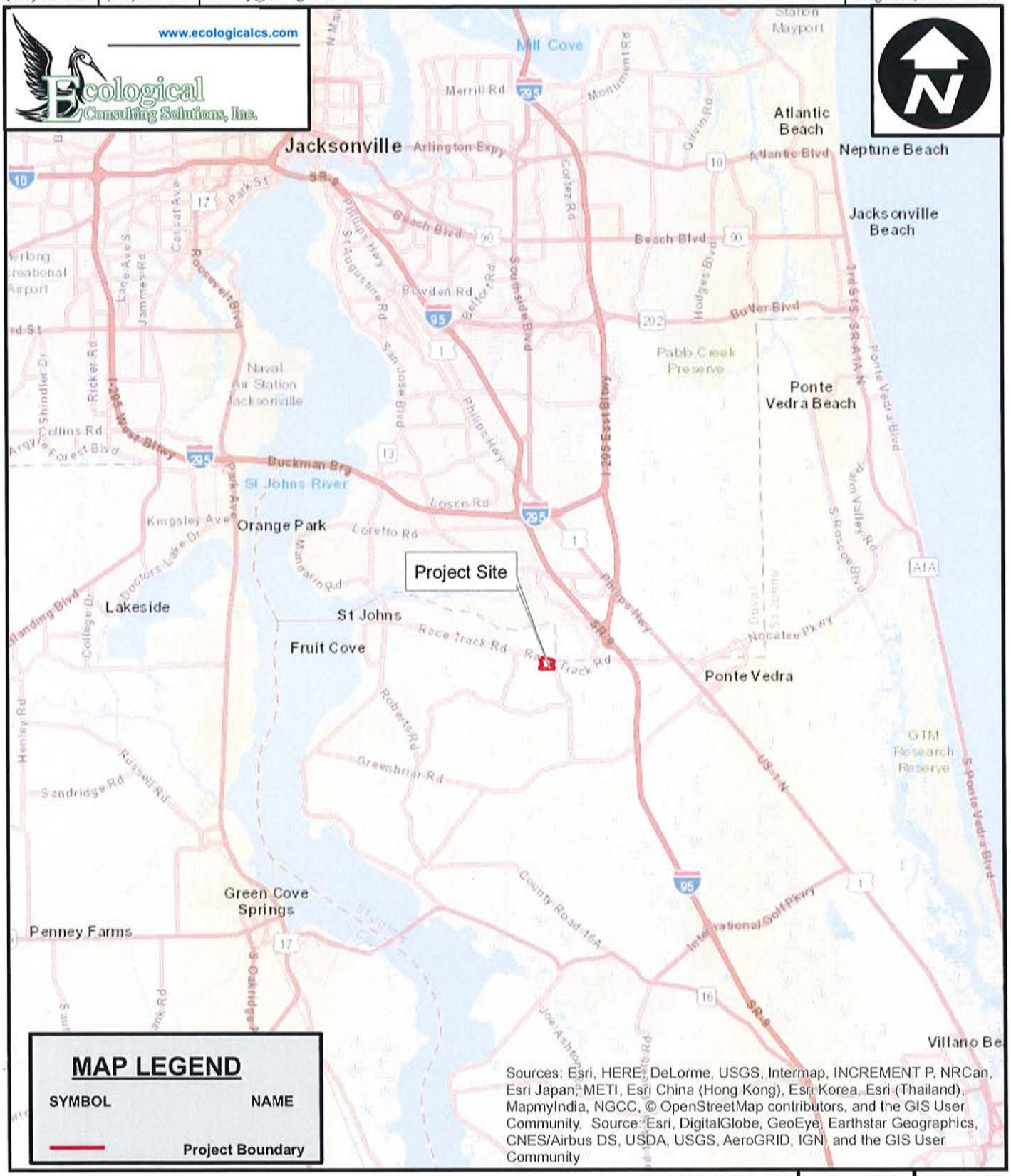
UNITED STATES FISH & WILDLIFE SERVICE (USFWS). Threatened & Endangered Species System (TESS); listings by state and territory; online at http://ecos.fws.gov/tess_public/StartTESS.do

FIGURES

Office #: (407) 869-9434 | Fax #: (407) 869-9436 | Email: BGriffy@ecologicalcs.com | 235 Hunt Club Blvd. Suite 202 | Longwood, Florida 32779

www.ecologicalcs.com

Ecological Consulting Solutions, Inc.



MAP LEGEND

SYMBOL	NAME
	Project Boundary

Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

PROJECT #: 346.24.18 | DATE: 01/29/17 | FIGURE #: 1

0 9,500 19,000 38,000 57,000 76,000 Feet

RACE TRACK ROAD
ST. JOHNS COUNTY, FLORIDA
LOCATION MAP

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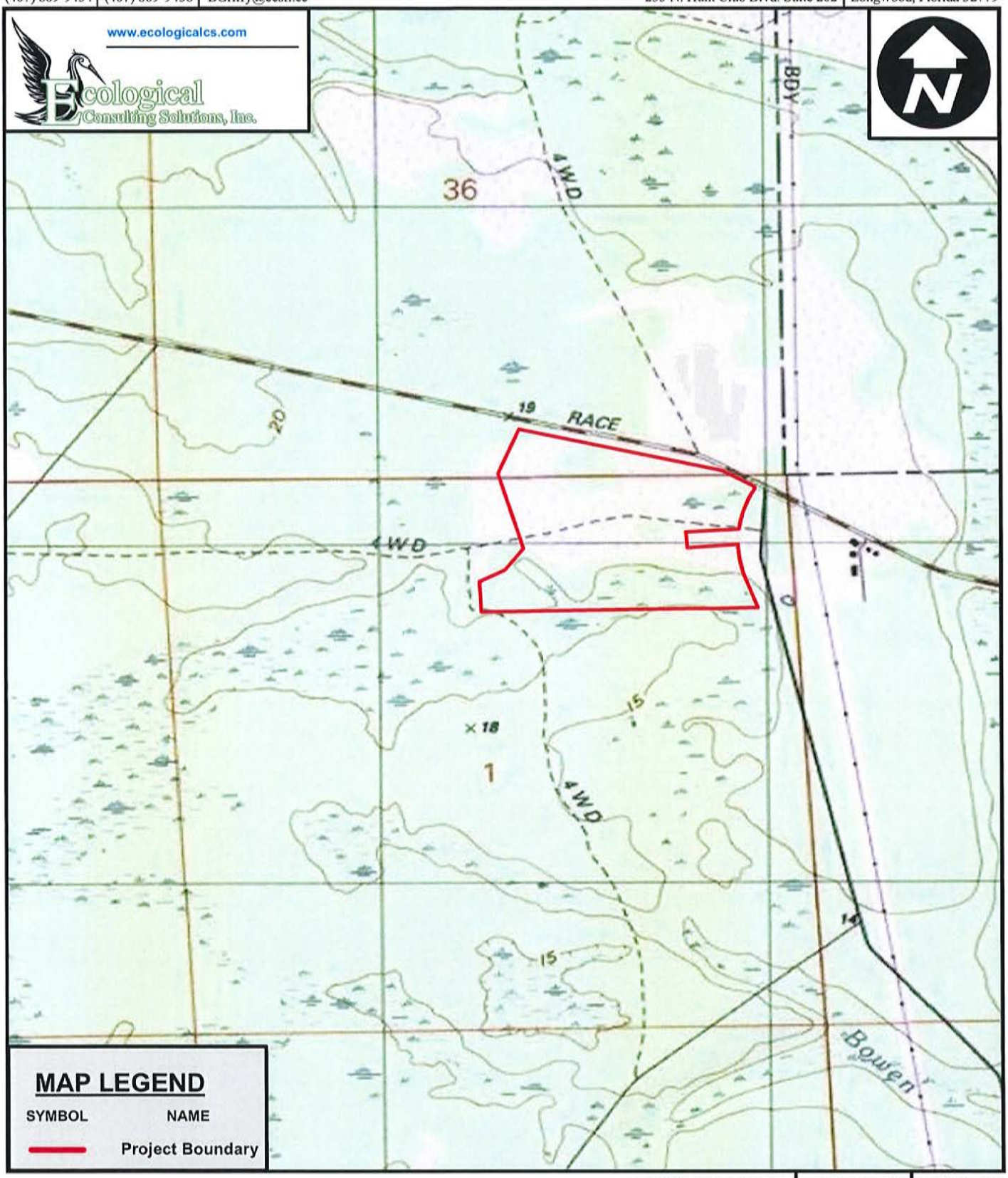

MAP LEGEND

SYMBOL	NAME
	Project Boundary

PROJECT #: 346.24.18 | DATE: 01/29/18 | FIGURE #: 2

0 1,800 3,600 Feet

RACE TRACK ROAD
ST JOHNS COUNTY, FLORIDA
TOPOGRAPHY MAP

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MAP LEGEND

SYMBOL	NAME
	Project Boundary
8	Zolfo fine sand
12	Ona-Ona, wet, fine sand, 0 to 2 percent slopes
13	St. Johns fine sand
22	Manatee fine sandy loam, frequently flooded

PROJECT #: 346.24.18 | DATE: 01/29/18 | FIGURE #: 3

0 300 600 1,200 Feet

RACE TRACK ROAD
ST JOHNS COUNTY, FLORIDA
NRCS SOILS MAP

Office #: (407) 869-9434 | Fax #: (407) 869-9436 | Email: BGriffy@ecsfl.cc
235 N. Hunt Club Blvd. Suite 202 | Longwood, Florida 32779

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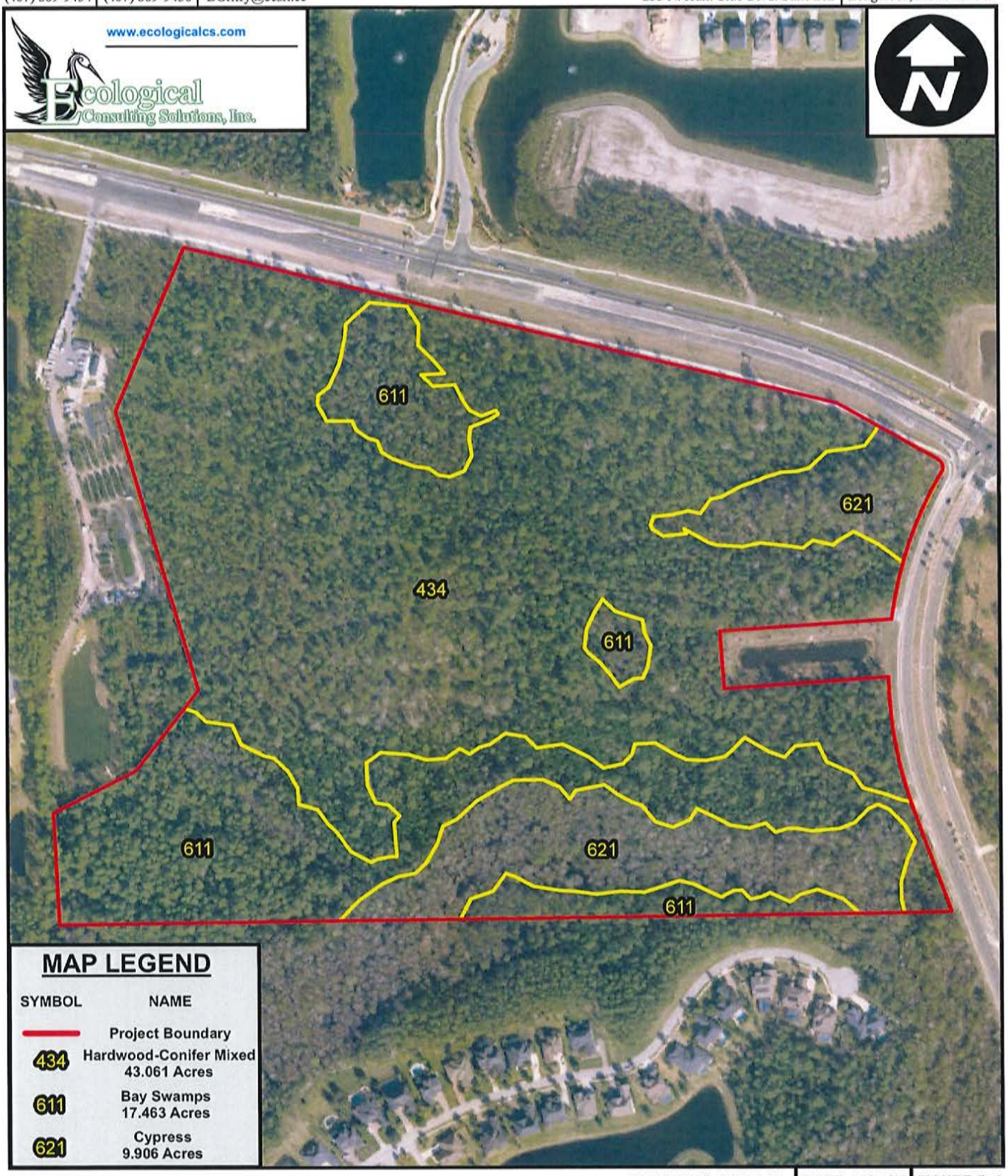

MAP LEGEND

SYMBOL	NAME
	Project Boundary
434	Hardwood-Conifer Mixed 43.061 Acres
611	Bay Swamps 17.463 Acres
621	Cypress 9.906 Acres

PROJECT #: 346.24.18 | DATE: 01/29/18 | FIGURE #: 4

0 300 600 Feet

RACE TRACK ROAD
ST JOHNS COUNTY, FLORIDA
FLUCFCS MAP

21 West Church Street
Jacksonville, Florida 32202-3139

ELECTRIC WATER SEWER RECLAIMED

Peter Ma
England, Thims and Miller, Inc.
3085 Prescott Falls Drive
Jacksonville, Florida, 32224

May 30, 2018

Project Name: Mixed Use at Racetrack Road
Availability#: 2018-1420

Dear Mr/Mrs Peter Ma,

Thank you for your inquiry regarding the availability of electric, potable water, sanitary sewer and reclaimed water (WS&R) service. The eight digit availability number referenced in this letter will be the number JEA uses to track your project. Please reference this number when making inquiries and submitting related documents. This availability letter will expire one year from the date above.

Point of Connection:

A summary of connection points for WS&R services are identified on the following page. JEA recognizes Connection Point #1 as the primary point of connection (POC); however, a secondary, conditional POC will be listed if available. JEA assumes no responsibility for the inaccuracy of any service connection portrayed on a JEA utility system record drawing. JEA strongly recommends field verification of all POCs prior to any construction to ensure connection availability. Please note the Special Conditions stated in each section contain pertinent information and additional requirements as well as further instructions.

Offsite Improvements:

For all utilities located in the public Right of Way or JEA easement, the new WS&R utilities shall be dedicated to JEA upon completion and final inspection, unless otherwise noted. It shall be the applicant's responsibility to engage the services of a professional engineer, licensed in the State of Florida. All WS&R construction shall conform to current JEA Water, Sewer & Reuse Design Guidelines which may be found on jea.com.

Reservation of Capacity:

This availability response does not represent JEA's commitment for or reservation of WS&R capacity. In accordance with JEA's policies and procedures, commitment to serve is made only upon JEA's approval of your application for service and receipt of your payment of all applicable fees.

A detailed overview of the process can be found at JEA.com. This document along with other important forms and submittal processes can be found at the subsequent link, JEA Stages of a Project or by following the steps below:

- Visit www.jea.com
  - Select Working with JEA
    - Select Stages of a Project

Sincerely,

Susan West
Water/Wastewater System Planning
(904) 665-7980

21 West Church Street
Jacksonville, Florida 32202-3139

ELECTRIC WATER SEWER RECLAIMED

Availability#:	2018-1420
Request Received On:	5/30/2018
Availability Response:	5/30/2018
Prepared by:	Susan West

Project Information

Name:	Mixed Use at Racetrack Road
Type:	Retail Store
Requested Flow:	95,750 gpd
Location:	Southwest corner of Racetrack Road and St. Johns Parkway, approximately 70 acres.
Parcel ID No.:	009610-0000, 005750-0000
Description:	7 Retail outparcels and 270 unit multi-family (500 restaurant seats, 55,000 sf retail)

Potable Water Connection

Water Treatment Grid:	SOUTH GRID
Connection Point #1:	Existing 20" water main along the southerly side of Racetrack Rd., adjacent to this property.
Connection Point #2:	Existing 16" water main along the westerly side of St. Johns Parkway, adjacent to this property.
Special Conditions:	POC location to be field verified by developer during project design. Send pre-design meeting requests, with availability number, to wsedevprojrequests@jea.com. Copies of reference drawings may be requested from the JEA Record online at https://www.jea.com/engineering_and_construction/request_an_as-built_drawing/. Fire protection needs to be addressed.

Sewer Connection

Sewer Treatment Plant:	BLACKS FORD
Connection Point #1:	Existing 16" sewer force main along the easterly side of St. Johns Parkway, opposite side from this property.
Connection Point #2:	NA
Special Conditions:	POC location to be field verified by developer during project design. Connection to the JEA-owned sewer system for your project will require the design and construction of an onsite, JEA owned and maintained pump station, and a JEA dedicated force main (min. 4" dia.). Send force main connection condition requests, with availability number, to fmconnections@jea.com.

Reclaimed Water Connection

Sewer Region/Plant:	SOUTH GRID
Connection Point #1:	Existing 20" reclaimed water main along the southerly side of Racetrack Rd., adjacent to this property.
Connection Point #2:	Proposed 8" reclaimed water maing along the east side of St. Johns Parkway, adjacent to this property

Special Conditions:	Reclaimed water shall be used for irrigation. POC location to be field verified by developer during project design.

General Comments:

St. Johns County Board of County Commissioners

Growth Management | Environmental Division

Mr. Brent M. Handley
Environmental Services, Inc.
7220 Financial Way, Suite 100
Jacksonville, Florida 32256

October 5, 2018

Re: Project Name: *A Cultural Resource Assessment Survey of Ferber - Race Track Road Property, St. Johns County, Florida*
SJC Project No.: COMPAMD 2018000008
Date Received: October 4, 2018

Dear Mr. Handley:

This office reviewed the above referenced report in accordance with St. Johns County's Land Development Code regulations Section 3.01.04.D. The report was reviewed for conformance with the Florida Division of Historical Resources' *Cultural Resource Management Standards and Operational Manual: Guidelines for Use by Historic Preservation Professionals*, which is the standard that the County uses for archaeological survey reports.

In September 2018, Environmental Services, Inc. (ESI) conducted a cultural resource assessment survey (CRAS) of the approximately 70-acre Racetrack Road Property in northern St. Johns County, on behalf of The Ferber Company, Inc. Portions of the project area fall within "medium" probability zones for archaeological sites based upon the county's defined archaeological probability zones; however, archaeologists noted that the project area has been previously disturbed through past silviculture activities. No cultural resources were encountered during the present survey.

Based on the information provided, review of this project indicates that the fieldwork conforms to these standards and the report is complete and sufficient. It is the investigator's assessment that no cultural resources will be affected by the proposed construction and no further investigation is needed with regards to cultural resources. This office concurs with these recommendations and finds the archaeological work for this project complete.

Thank you for contributing to the identification of the County's cultural resources. Please contact me if you have any further questions regarding these comments, or regarding the County's Cultural Resource Program in general.

Sincerely,

Mercedes E. Harrold

Mercedes E. Harrold, M.A., RPA
Cultural Resource Coordinator
Registered Professional Archaeologist (44245863)
(904) 209-0623
mharrold@sjcfl.us

ATTACHMENT 3

NORTHWEST SECTOR COMMUNITY MEETING

SOUTHWEST QUAD
18-118

St. Johns County Growth Management Department
Planning & Zoning Section
4040 Lewis Speedway
St. Augustine, Florida 32084
Phone: 904 209-0675 Fax: 904 209-0576 E-mail:
plandept@sjcfl.us

COMMUNITY MEETING NOTICING AFFIDAVIT

Date: October 29, 20018

I hereby certify that the Community Planning Public Participation Meeting noticing procedures outlined in Development Review Manual Section 33, and as required by Comprehensive Plan Policy A.2.1.7, have been properly completed for application number COMPAMD 18-08 for a Community Meeting held on November 13, 2018. I understand that the Community Meeting must be held at least 15 days prior to the Planning and Zoning Agency hearing, and that this affidavit must be completed and returned within three business days of the community meeting with a summary of the discussion or the item may be continued to the next available hearing date.

Notice Requirement	Date and Initials
☒ **Adjacent Property Owner Notice sent 15 days prior to scheduled meeting**	October 29, 2018 LKH LH
☒ **Sign(s) Posted 15 days prior to scheduled meeting**	October 29, 2018 LKH LH
☒ **Published Notice with copy to Planning and Zoning 15 days prior to scheduled meeting**	October 29, 2018 LKH LH
☒ **Signs posted at location meeting**	NOV 13, 2018 LKH
☐ **Flyers posted within Northwest sector** (optional)	

Applicant Signature

11/13/18
Date

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 21 day of Dec. 2018

By Lindsay Haga (name of person acknowledging).

(NOTARY SEAL)

Gloria J. Stephens
Notary Signature

GLORIA J. STEPHENS
Notary Public, State of Florida
My Comm. Expires 09/25/21
Commission No. GG120145

Name of Notary - Typed, printed or stamped

Personally known ✓ OR Produced Identification ____

Type of Identification Produced: ____

England-Thims & Miller, Inc.

MEMORANDUM

To: **Shannon Acevedo, Planning Manager**

From: **Lindsay Haga, Senior Planner**

Re: **Durbin Creek Crossing Comprehensive Plan Amendment, Northwest Sector Community Meeting**

Project no: **18-118**

Date: **12/19/2018**

The required Northwest Sector Community meeting for the proposed Durbin Creek Crossing Comprehensive Plan amendment was held Tuesday November 13, 2018 @ 6pm, Julington Creek Annex.

The project team included Tom Mundy and Jason Crews, The Ferber Company; Ellen Avery Smith, Rogers Towers; Lindsay Haga and Jeff Crammond, England-Thims & Miller. Shannon Acevedo attended as the planner for St. Johns County. Commissioner Johns also attended the meeting.

Two members of the public attended, neighbors within the Durbin Crossing neighborhood to the south of the proposed Conservation area. The project team presented vicinity maps locating the site in relation to high intensity commercial activity centers to the east – Bartram Park and Durbin Pavilion. The location maps provide average annual daily traffic counts along the regional roadway network.

The project team presented the proposed future land use map – showing the proposed Mixed Use and Conservation land uses for the 71 acre site and presenting a text policy specifically limiting development to 250,000 square feet of commercial and office and 400 multifamily units. The project team explained the process of transmittal hearings.

The presentation included explanation of the project benefits and improvements to the area, the limitation of commercial uses as neighborhood uses and the transportation and school impact analysis. The team walked through the proposed non-zoning variance seeking a deviation for a directional left from St. Johns parkway into the site.

The attendees had questions about the number of bedrooms per unit and questioned the need for additional retail with the amount of retail approved in the area. The attendees expressed concerns over the multi family units, specifically as it relates to the potential to rezone school kids and or have kids placed in portables to address capacity.

Tom Mundy explained the project is a mixed-use project and all three uses are required for the program to work. The attendees shared concerns over controlled growth management and concurrency service areas. They also shared that if the multi family is required a large buffer is needed to off set potential noise issues.

The attendees requested information about the 9B Longleaf construction. Jeff Crammond volunteered to email the attendee with the final construction completion date to be provided by the County.

The meeting began at 6pm and concluded around 7:15pm.

ATTACHMENT 4

CORRESPONDENCE

Kyle Doty

Subject: FW: Notice of public hearing - COMPAMD-2018000008 - rezoning 71 acres

From: Clinton Betlock [mailto:cbetlock@gmail.com]
Sent: Wednesday, January 16, 2019 6:56 PM
To: FAXPLANDEPT
Subject: Notice of public hearing - COMPAMD-2018000008 - rezoning 71 acres

Planning & Zoning Agency,

Proposed project plans consist of two components - mixed-use with office and retail, and residential comprising of 400 multifamily units. No detail has been provided as to where children living in the development will attend school or how the county will handle placement. The project is currently zoned as follows: Durbin Creek Elementary; Fruit Cove Middle; and Creekside High. There are already approved residential projects within noted school zone which have yet to be completed. Potentially adding an incremental 400-800 students associated with subject project to a school zone currently housing a portion of students in temp buildings could compound overcrowding issue.

The primary draw to St Johns County is the school system but I have concerns. Within the last 2 years my children's school received 20,000 sf addition of temp buildings and has been rezoned - the school opened August 2014. I find it irresponsible to approve this project with a multifamily component given nearby residential and commercial projects have yet to fully materialize. After all, do we really need more commercial, office and multifamily immediately adjacent to 2.4M sf of retail, 2.8M sf of office and 1,000 multifamily units approved and planned with Durbin Park? I ask for you to be measured and methodical when considering this project and any future project. Decline zoning request and allow time for the area to catch up. Subject project is not needed nor desired by many existing residents.

Respectfully,

Clint Betlock
1393 Fryston St
St Johns, FL 32259

From:	Tami Rich
To:	Teresa Bishop; Kyle Doty; Shannon Acevedo; "Ellen Avery-Smith"
Subject:	FW: New Development @ Race Track Rd. & St. Johns Pkwy.
Date:	Thursday, January 17, 2019 4:23:38 PM

Will be added to BCC packet

From: recordbar85 [mailto:recordbar85@gmail.com]
Sent: Thursday, January 17, 2019 4:23 PM
To: FAXPLANDEPT
Subject: New Development @ Race Track Rd. & St. Johns Pkwy.

My husband and I are opposed to this. We live in Durbin Crossing.

Michelle & Brian Blue

Sent via the Samsung Galaxy S8+, an AT&T 4G LTE smartphone

Kyle Doty

Subject: FW: COMPAMD-2018000008

From: Tim Brownlee [mailto:browntO4@comcast.net]
Sent: Wednesday, January 16, 2019 8:44 PM
To: FAXPLANDEPT
Subject: COMPAMD-2018000008

Ladies and Gentlemen:
As a Durbin Crossing resident and 'adjacent property owner" I am very concerned that the property "area" seeking a change in zoning has already reached a saturation point with regard to new development of this nature; that being more commercial space and dwellings that will add to the traffic congestion at the corner of Race Track Road and Saint Johns Pkwy. The property owner has stated that traffic modeling indicates with the completion of widening of Race Track Road and the new intersection at Peyton Pkwy that the addition of the proposed development will be negligible. This modeling is flawed as at this point the effect of already approved Durbin Pavilion and surrounding projects on area traffic is unknown. And they obviously don't commute through the area during rush hour or when parents line up at the school for children drop-offs or pickups.
Of greater concern is the unknown impact of possibly several hundred more children attending our already overcrowded schools. The addition of temporary classrooms is only a Band-Aid and not an acceptable solution.
At what point does the County say enough is enough? With all the commercial development and residential development already taking place in Northern Saint Jonhs County we do not need to add to the congestion with the addition of this proposed development.
Regards,
R. T. Brownlee

From: Tami Rich
To: Teresa Bishop; Kyle Doty; Shannon Acevedo; "Ellen Avery-Smith"
Subject: FW: COMPAMD-2018000008
Date: Thursday, January 17, 2019 11:20:09 AM

I have printed for copies

-----Original Message-----
From: Peggy Coyle [mailto:pcoyle15@gmail.com]
Sent: Thursday, January 17, 2019 11:16 AM
To: FAXPLANDEPT
Subject: COMPAMD-2018000008

Good Morning,

I am writing to express my opposition to the above referenced project planned for the corner of Race Track Road and St. Johns Parkway. My concerns are as follows:

The impact on existing schools by the planned 330 multi-family units. The three schools as currently zoned are already overcrowded (Durbin Creek Elementary, Fruit Cove Middle and Creekside High School).

There are already approved residential projects within the noted school zone which have yet to be completed. I fail to understand how adding 400-800 additional students into already overcrowded schools (all of which use portable classrooms) is of benefit to St. Johns County.

I would also note that the recently completed project west of proposed project on Racetrack Road (Atlantic Storage facility and commercial retail/office space) does not have a single tenant in it that I have seen as recently as yesterday. I am not convinced the demand for this type of project currently exists in northwest St. Johns county.

Finally, completing this type of project at this particular location will only add to the congestion problems that already exist in the area.

As a side note, I have lived in this area since 2006. My two oldest children graduated from Creekside in 2012 and 2014. Their experience in the St Johns County schools was far different and more positive than my third child who will graduate in 2020. The schools are being forced to rely on portable classrooms and online courses to help make up for the large numbers of students. The overcrowding issue is real and is something the Planning department needs to seriously consider going forward. Slapping up developments on every piece of available land in St. Johns county is spoiling the natural beauty of the area.

For all of the above reasons, I respectfully ask that you vote “No” for the requested re-zoning for COMPAMD-2018000008. Thank you for your consideration.

Margaret A. Coyle
733 Castledale Ct
St. Johns, FL. 32259

Kyle Doty

From: Tami Rich
Sent: Tuesday, January 22, 2019 7:57 AM
To: Kyle Doty; Teresa Bishop; Shannon Acevedo; 'Ellen Avery-Smith'
Subject: FW: Development of southwest Corner of racetrack rd and St. John's parkway

-----Original Message-----
From: Kimberly [mailto:k.aquilina@hotmail.com]
Sent: Saturday, January 19, 2019 10:39 AM
To: FAXPLANDEPT
Subject: Development of southwest Corner of racetrack rd and St. John's parkway

To Whom It May Concern,

I live right down the road from this proposed build site. I am against anything being built here, whether commercial, retail or residential. Have you seen how this section of St. John's is looking? It looks very trashy all of a sudden. 9b was put up, all those trees and beautification torn down on 2209 and nothing was put up in its place. No trees, palms, magnolias, nothing. The racetrack and 2209 light intersection looks horrific as well as they tore down all the trees for no apparent reason. If you want to keep the value of this area up, some consideration should be made for keeping the area looking upscale and also keep the schools not over crowded.

As soon as the overcrowding affects the school ratings, the draw for this county, what makes it so sought after will be gone. People are paying extra to move here for the school ratings. Keep neglecting the schools and the occupancy and the ratings will go down. People will move out and the area will look horrible bc upkeep and beautification wasn't implemented. 210 looks like any other dirty exit off of 95. No trees or anything were put back on the mediums after widening. It's a real shame.

Keep some green in this county and make schools low occupancy a high priority because that is the draw to this county. Keep slashing, burning and not caring and soon people will be exiting this county, why pay the extra if it keeps going the way it's going?

Thank you for taking this in consideration.

Sincerely,

Kim Desiderio

Sent from my iPhone

From:	Tami Rich
To:	Teresa Bishop; Kyle Doty; Shannon Acevedo; "Ellen Avery-Smith"
Subject:	FW: Proposed New Development
Date:	Thursday, January 17, 2019 12:22:16 PM

I have printed for copies

From: Lynn [mailto:seminolegirl1998@gmail.com]
Sent: Thursday, January 17, 2019 12:21 PM
To: FAXPLANDEPT
Subject: Proposed New Development

Hi,

I am writing to oppose the new proposed new development (Durbin Creek Crossing) where a 70 acres of land in northern St Johns County will be used for over 300+ multi use homes, retail, etc. This is located on the southwest corner of Race Track and St. Johns Parkway.

This amount of multi-use homes will put a significant strain on our school system (our schools are already busting at the seems). At some point we have to slow down the developing in our community. We are pushing our schools and roads to the limits not to mention the wildlife. Please take into consideration the people that live in these areas that want the developments to slow down. We have the new Durbin Park being built, why can't we wait to see what that does to our community BEFORE another development takes place.

Before we know it our beautiful community will end up a concrete jungle like bigger cities. I am begging you to really think about this development before you just approve it.

Thank you for your time and consideration.

Lynn Dorey
--

Lynn H. Dorey
321.266.6154 | Lynn.Dorey@gmail.com |

Saint Johns, Florida

From:	Tami Rich
To:	Teresa Bishop; Kyle Doty; Shannon Acevedo; "Ellen Avery-Smith"
Subject:	FW: New Development (400 Multifamily Units) Zoning Hearing
Date:	Thursday, January 17, 2019 11:33:57 AM
Importance:	High

I have printed for copies

From: Gracie, Rhonda [mailto:rhonda.gracie@unf.edu]
Sent: Thursday, January 17, 2019 10:40 AM
To: FAXPLANDEPT
Subject: New Development (400 Multifamily Units) Zoning Hearing
Importance: High

Hi, I live in Durbin Crossing and just learned of today's hearings this morning. I must say I am very DISAPPOINTED that the county government is not notifying by mail the adjacent residents of such proposals. I am also disappointed these hearing s are being held in the middle of the day. Making it difficult for people working who have a vested interest in the outcomes to attend.

I have worked for the City of MB and The City of Clearwater and this would not be permissible by either of those city ordinances. Hearing had to held after 4:30pm and residents within a three and five mile radius had to be notified 45 days prior via mail.

Since AI am unable to attend, I am emailing you to go on record that I DO NOT approve of this proposed project and plan as there is not enough details in the plan as to the types of multifamily units and infrastructure to support this addition to the region without further taxing an already overcrowded issues facing our schools and more. development. The additional overcrowding of our schools will also negatively impact our home values.

PLEASE vote NO!

On a separate note, what if any plans are in the works for adding additional parks and recreational areas to St. Johns county as well as conservation areas for our displaced wildlife?

Sincerely,

Rhonda Gracie
155 Wellwood Ave.
St. Johns, FL 32259

Rhonda Gracie

University of North Florida
Horticulturist, Physical Facilities
(904) 620.1375

From: Tami Rich
To: Teresa Bishop; Kyle Doty; Shannon Acevedo; "Ellen Avery-Smith"
Subject: FW: COMPAMD-2018000008
Date: Thursday, January 17, 2019 1:40:48 PM

I will make copies

-----Original Message-----
From: Chris Green [mailto:mrgreenc@att.net]
Sent: Thursday, January 17, 2019 1:32 PM
To: FAXPLANDEPT
Subject: COMPAMD-2018000008

To whom it may concern,

This new planned 400+ multi unit development doesn't sound like a great idea for the proposed location. If it was closer to the other side of 9B it would work extremely well. The issue with schools are even more concerning. Every builder wants to build in SJC, but they don't want to build a school to support the additional children new developments would bring. I'd have to vote NO right now!

Kyle Doty

From: Tami Rich
Sent: Tuesday, January 22, 2019 7:57 AM
To: Kyle Doty; Teresa Bishop; Shannon Acevedo; 'Ellen Avery-Smith'
Subject: FW: Race Track and St. John's Pkwy Corridor-

-----Original Message-----
From: Mary Hamilton [mailto:hamiplace@att.net]
Sent: Saturday, January 19, 2019 8:28 AM
To: FAXPLANDEPT
Cc: Commissioner James K. Johns
Subject: Race Track and St. John's Pkwy Corridor-

NO- the residents of Julington and Celestina DON'T want ANY multi- family dwellings in this area!!!!! Durbin Creek Elementary is at capacity and our children deserve better than this! Please invite all the members of the council to come to Durbin Creek at dismissal time and see that we cannot have more traffic and congestion near our elementary school- it's too dangerous. Our kids deserve to be able to attend our wonderful A-rated school without more traffic and safety problems! Would you want YOUR child or grandchild in the middle of that mess daily?
No-no-no!!!
Kevin & Mary Hamilton
3513 W Amanda Ct.
St.Johns-

Sent from my iPhone

From: Tami Rich
To: Teresa Bishop; Kyle Doty; Shannon Acevedo; "Ellen Avery-Smith"
Subject: FW: Durbin Creek Crossing
Date: Thursday, January 17, 2019 12:14:04 PM

I have printed for copies

-----Original Message-----
From: Brian Hays [mailto:brianhays13@yahoo.com]
Sent: Thursday, January 17, 2019 12:13 PM
To: FAXPLANDEPT
Subject: Durbin Creek Crossing

I oppose this project at its current proposed location. Is the goal of the county government to rid itself or allow development of all available land on race track road? I understand the county needs revenue to operate but at what cost to those in this highly desirable area? Where will all these children attend school? Are there any plans in place to widen race track road?

Concerned taxpayer,

Brian Hays

From:	Tami Rich
To:	Teresa Bishop; Kyle Doty; Shannon Acevedo; "Ellen Avery-Smith"
Subject:	FW: Durbin creek crossing
Date:	Thursday, January 17, 2019 12:08:41 PM

I have printed for copies

From: Grace Horton [mailto:gracehorton1@gmail.com]
Sent: Thursday, January 17, 2019 12:07 PM
To: FAXPLANDEPT
Subject: Durbin creek crossing

Concerned resident- I oppose the development at Durbin Creek Crossing. Voting NO. Thank you

From:	Tami Rich
To:	Teresa Bishop; Kyle Doty; Shannon Acevedo; "Ellen Avery-Smith"
Subject:	FW: Durbin Creek Crossing
Date:	Thursday, January 17, 2019 11:48:52 AM

I have printed for copies

From: D. Huntsman [mailto:fleggo@gmail.com]
Sent: Thursday, January 17, 2019 11:47 AM
To: FAXPLANDEPT
Subject: Durbin Creek Crossing

I would encourage the board to vote against a mixed use space on Racetrack and St Johns Parkway. We already have empty & available retail space across the street from Durbin Elementary school on Racetrack Rd. We have Durbin Creek Elementary overflowing with students even after the school zones were changed for the 18-19 school year. Another 400 families plus an additional 400 from Celestina to come is simply unsustainable. We should also consider the environmental impact on Durbin Creek.

Thank you,
Donna Huntsman

From: Tami Rich
To: Teresa Bishop; Kyle Doty; Shannon Acevedo; "Ellen Avery-Smith"
Subject: FW: Proposed development
Date: Thursday, January 17, 2019 11:35:03 AM

I have printed for copies

From: Gwyn Ice [mailto:gwynice@cbvfl.com]
Sent: Thursday, January 17, 2019 11:32 AM
To: FAXPLANDEPT
Subject: Proposed development

Hello, I am a full time Realtor® (member of NEFAR), and a resident of Cimarrone on CR210 since 2001.

My family consists of me and my husband of 34 years, and our 4 children. I also have 5 grandchildren now, and my parents, two sisters, nieces, nephews, and one grandparent all live within a few miles of me.

We moved to the NW St Johns county area as the first family members of our family establishing roots here. The attraction was that we were on the outskirts of the city, with lots of trees, great schools with low teacher:student ratios, and not an overwhelming amount of activity. We knew/predicted the area to be a good investment as people and businesses would move south of Duval county and the growth would bring financial rewards in time.

Here we are now with a different dilemma, one that threatens the things that attracted us to the area. It is a difficult thing to just move now. There are over 23 family members and 5 households just in my own family that are affected by each new development. The growth rate is rather alarming and maybe the impact of such growth isn't fully taken into consideration before the land is developed and areas flattened that once were home to wildlife.

How many movies have we seen that portray human greed over the preservation of wildlife, whether it be trees/plants or animals having a home? We are living out those decisions here and are difficult or next to impossible to prevent.

I am only one voice. But, I suspect I represent thousands in the area that do not welcome any further developments. Although, we are excited to have a few places to shop, more restaurant venues, but all of that along with the building of thousands of residential properties are giving quite enough to the area.

People as a race don't know when to stop. At what point do the decision makers listen?

My family has deer, ducks, fox, armadillos, opposum, and now turkeys in my yard daily. I love watching them and enjoying the sight of them, but their homes are disappearing.

Without being an expert in civil engineering, environmental science, horticulture, or biological sciences, anthropology, or sociology, I can tell you this:

The last thing the earth needs is more greed. Our kids learn what we teach them. What have

we learned from our past decision makers/leaders?

When does progression become degression? Why not wait and see what impacts are made that are already put in place? I fear the rate of change is far beyond the rate of considering the impacts of decisions already in place.

CRS designation is Earned by Productivity and Education.. Ready to Serve You!

Ask me about USAA Benefits!

Sent from my T-Mobile 4G LTE Device

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Kyle Doty

Subject: FW: Concerns about new development - COMPAMD - 2018000008

From: Jansson, Christer [mailto:Christer.Jansson@fisglobal.com]
Sent: Thursday, January 17, 2019 10:03 AM
To: FAXPLANDEPT
Subject: Concerns about new development - COMPAMD - 2018000008

Hi,

We recently moved into 1401 Fryston street in Durbin Crossing. A selection we made based on school district, zoning, nature, housing and other various factors. We have 2 girls that went to Durbin Creek elementary, a school that is bursting at its seams. A school where kids have been forced to study in inadequate temporary school buildings. The pickup and drop off has been a nightmare. We finally made the decision to move over to Durbin Crossing to attend Patriot Oaks. Even this school has temporary buildings to allow all the students in this district.

We are already paying high taxes for our living and to build close to 400 multifamily units to this area where the schools can barely hold more kids would be insane! Please put the kids first and do not allow no more multifamily units into this area.

If we allow all these new housing then where are all these kids going to go to school, more re-zoning and temporary buildings? To make kids have to re-zone is not something then need, they need stability! If our vote means anything then it would be a “NO”.

Thank you,

Christer Jansson
Sr. IT Architect Product Development, Receivables
Corporate Liquidity
T: 904.281.3007
C: 904.210.0274
E: christer.jansson@fisglobal.com
FIS | Empowering the Financial World

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From:	Tami Rich
To:	Teresa Bishop; Kyle Doty; Shannon Acevedo; Ellen Avery-Smith
Subject:	FW: Vote No!
Date:	Thursday, January 17, 2019 1:24:12 PM

From: Kristy Jansson [mailto:kristy.jansson@gmail.com]
Sent: Thursday, January 17, 2019 12:59 PM
To: FAXPLANDEPT <faxplandept@sjcfl.us>
Subject: Vote No!

As a concerned parent that moved out of Julington Creek plantation In Pine Chase because we could barely get out of our neighborhood due to increased traffic not to mention no sidewalks for our children to walk or ride bikes on. Very dangerous! We move to Durbin Crossing and find a nice quit street Fryson St in October only to find out that a multi-family apartment building is popping up in front of us. They leave a whopping 300ft of preserve. Very saddened and disappointed. Never would have bought this house nor stayed in this community if we would have know this plan was in the works. We have 2 children soon to be 3 in POA. How many time will we be rezoned during this process. I can't Express the disgust we feel with the people in office that are "supposed" to have the best interests of our community at heart but obviously that is naive. It is all about who has the deepest pockets. By the time my children are grown there will be nothing left green just concrete.

From: Kyle Doty
To: Shannon Acevedo
Subject: FW: Zoning for multi-units
Date: Tuesday, January 22, 2019 12:32:35 PM

-----Original Message-----
From: Linda Kowalski [mailto:joyfulbeginnings@yahoo.com]
Sent: Saturday, January 19, 2019 8:16 AM
To: FAXPLANDEPT <faxplandept@sjcfl.us>
Subject: Zoning for multi-units

Please reconsider more housing until we have places for children in the approved units not built. Our area is becoming overcrowded and our high rated school system will be unable to withstand with so many children in a small area.
Also we have noticed much more crime in our area as of all building with the new shopping center Durbin Park. I have noticed gang signs about. I moved here many years ago because it was quiet. Please NO MORE MULTI HOUSING for a time
Thank you
Sincerely Linda Kowalski

Sent from my iPhone

Kyle Doty

From: Tami Rich
Sent: Friday, January 18, 2019 2:47 PM
To: Teresa Bishop; Kyle Doty; Shannon Acevedo; 'Ellen Avery-Smith'
Subject: FW: Durbin Creek Crossing Proposal

Importance: High

From: Eric Lafleur [mailto:ELafleur@daisybrand.com]
Sent: Friday, January 18, 2019 2:46 PM
To: FAXPLANDEPT
Cc: Eric Lafleur; 'Christy Lafleur (cll11882@yahoo.com)'
Subject: Durbin Creek Crossing Proposal
Importance: High

To whom it may concern-

I am hoping that this email finds its way to the individual and/or committee who is responsible in approving the zoning and permitting to the Durbin Creek Crossing proposal to take place on Race Track Road.

I am a resident in Celestina, the neighborhood directly across the street from this proposed commercial and multi-family project. My wife and I purchased our home in the summer of 2016 with the intention of being a St. Johns County resident- in a nice neighborhood, with A+ schools. Our neighborhood is comprised of homes that range from the mid $300's upward to near $1 million…..average home value is approximately $500K. The master plan is to accommodate nearly 700 homes making this neighborhood an enormous property tax revenue generating neighborhood for the county…..Because of the sizeable investment that we have made, I speak on behalf of all residents that there is a sizeable concern to the property values of our home if in fact that is commercial and multi-family project is approved.

One of the most attractive features to us when we purchased our home in St. Johns County was the nominal number of apartments within the county. Single family neighborhoods provide for a nicer scenario to raise a family.

Lastly, the schools in this sector of the county have more enrollment pressures and overcrowding than any other part of the county. Adding an enormous 400 multi-family community within this partial will significantly increase these pressures and likely downgrade the quality and effectiveness at the currently great Durbin Creek Elementary.

These types of projects are not what has made St. John's County what it is today. Approving these types of projects will deter more future tax paying residents than it will attract.

I hope that my words as a property tax paying resident are strongly considered and this project denied.

I would appreciate a response or an opportunity to speak to someone who is close to this approval process.

Best Regards,

Eric Lafleur
36 Delano Street
Saint Johns, Fl. 32259

Cell: (904) 536-7949

Kyle Doty

Subject: FW: Planned Development Race Track and St Johns Parkway

-----Original Message-----
From: william lulias [mailto:wlulias@gmail.com]
Sent: Thursday, January 17, 2019 10:04 AM
To: FAXPLANDEPT
Subject: Planned Development Race Track and St Johns Parkway

Enough is enough. I say NO to this proposal. Why don't you hold zoning hearing for this after working hours?

NO!

William Lulias
JCP Resident

From: Tami Rich
To: Teresa Bishop; Kyle Doty; Shannon Acevedo; "Ellen Avery-Smith"
Subject: FW: Mixed Use Racetrack Road
Date: Thursday, January 17, 2019 11:40:14 AM

I have printed for copies

-----Original Message-----
From: Marcy Maul [mailto:marcymaul@live.com]
Sent: Thursday, January 17, 2019 11:39 AM
To: FAXPLANDEPT
Subject: Mixed Use Racetrack Road

I understand a zoning meeting is happening today with regard to reviewing a proposal to build a mixed use property including an apartment complex on Racetrack Road near Durbin Crossing in Saint Johns.

I am highly concerned about and strongly disagree with this proposal.

1. The influx of traffic as a result of the shopping being built in Durbin Pavillon is going to be tremendous.
2. Coupled with 3 school zones and a high volume of children walking and biking to school this creates a bottleneck for traffic without a solution 3. The schools are bursting at the seams as it is. School zones are being split and adding a new school barely relieved the congestion and having students in overflow trailers is not what would be expected of a top school district.
4. Multiple classes at the middle school started without permanent teachers this year. They could not staff appropriate to the volume in the timelines needed. Our children were punished as a result of this deficiency. Adding more volume of lower cost housing will only come pound staffing issues in our schools.
5. The layout of the traffic light across from Celestina is undesirable as is. It is sandwiched between busy intersections at veterans Parkway and St. John's Parkway. These roads are the only access to the high school and new I-95 on-ramp. Celestina is trying to modify their zoning to have smaller lots and more homes than planned so I see no logic in cramming in even more housing and building upward to get more people into what is already a congested mess with horrible risk to the children walking to and from school. There have been terrible traffic accidents and more people will compound this risk.
6. Lastly, this severely depreciates property values. We are already viewed as "less than" Nocatee and Ponte Vedra so inviting lower income families into crowded housing will only further depreciate property values for Celestina and Durbin but it will decrease the academic composition in our overcrowded schools too.

Even more shopping would be better than an apartment. Having moved here two years ago we are wildly disappointed at the lack of focus on quality of life and the choice of build out and greed that supercedes all other decisions as growth surpasses what can realistically be managed with our infrastructure.

Marcy Maul
47 Arella Way
Saint Johns, FL 32259
610/283-4142

Sent from my iPhone

Kyle Doty

Subject: FW: Development at the Race Track Rd & St. Johns Pkwy

From: Lenny Ovrutsky [mailto:l.ovrutsky@gmail.com]
Sent: Thursday, January 17, 2019 9:45 AM
To: FAXPLANDEPT <faxplandept@sjcfl.us>
Subject: Development at the Race Track Rd & St. Johns Pkwy

I would like to state my solid -NO- to this development.
We are getting overcrowded FAST!
Our roads and schools are stretched to the limit with all the development already approved.
You are turning a great St.Johns into a faceless, overcrowded area.
More traffic, violence and crime will sure follow.
Our Police is understaffed and not as effective as it should be.

P.S.
How about you propose a law against loud pipes? I am personally tired of people terrorizing the neighborhood with their obnoxiously loud cars and tracks.
And tell me in my face that they are not doing anything illegal.... And the cops can not do anything.... Ridiculous!!!!!

Thank you!!!

Virus-free. www.avast.com

From: Kyle Doty
To: Shannon Acevedo
Subject: FW: Opposed to Rezoning South of Race Track Road, West of St. Johns Parkway
Date: Friday, January 18, 2019 2:22:56 PM

Please see below.

Thank you,

Kyle Doty
Administrative Coordinator
St. Johns County Growth Management
4040 Lewis Speedway
St. Augustine, FL 32084
(904) 209-0579 – office
(904) 209-0580 – fax
kdoty@sjcfl.us
PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the St. Johns County Board of County Commissioners and employees regarding public business are public records available to the public and media through a request. Your e-mail communications may be subject to public disclosure.

Our office will be closed on Monday, January 21, 2019 in observance of the holiday.

From: Chris Pang [mailto:chrispang10@gmail.com]
Sent: Friday, January 18, 2019 1:37 PM
To: PZA6 <pza6@sjcfl.us>
Cc: Kyle Doty <kdoty@sjcfl.us>; Chris Pang <chrispang10@gmail.com>
Subject: Opposed to Rezoning South of Race Track Road, West of St. Johns Parkway

Good afternoon Mr. Matovina,

I was unable to attend the P&Z meeting yesterday in regards to the rezoning request at the corner of Racetrack Road and St. Johns Parkway. Did the P&Z board approve or deny this zoning request?

Both my wife and I are residents of nearby Julington Creek Plantation (232 E Betony Branch Way) and are both opposed to this development and the planned gas station on the southeast corner of the same intersection. Stated below is a list of reasons why we are opposed to this and other pending developments nearby.

1) Pending overcrowding at nearby Durbin Creek Elementary, particularly with the planned expansion at Celestina
2) Lack of nearby government services, such as Sheriff field office, fire station, and judicial branch offices
3) Excessive clear cutting of pristine timberland for developments
4) Lack of overhead roadway lighting east of Flora Branch Road to Batram Park Blvd and south to County Road 210
5) Increase of vehicular traffic on Racetrack Road
6) Reduction in property values
7) Significant commercial square footage is already planned for phase 1 and 2 of The Pavilion at Durbin Park

Would gladly welcome further dialogue in regards to this development as well as others planned developments.

Respectfully,

Christopher and JoAnna Pang
(662) 703-0027

From:	Tami Rich
To:	Kyle Doty; Teresa Bishop; Shannon Acevedo; "Ellen Avery-Smith"
Subject:	FW: Planned multi-use development at corner of Race Track Rd and St Johns Pkwy
Date:	Tuesday, January 22, 2019 1:00:18 PM

From: Daniel Peacock [mailto:dcpeacock23@yahoo.com]
Sent: Tuesday, January 22, 2019 12:48 PM
To: FAXPLANDEPT; Commissioner James K. Johns; Commissioner Jeb Smith; bbc3pwaldron@sjcfl.us; bcc4blocker@sjcfl.us; Commissioner Henry Dean
Subject: Planned multi-use development at corner of Race Track Rd and St Johns Pkwy

Hi - I want to email about my concerns regarding the apartments and/or condos for the planned multi-use development at the corner of Race Track Rd and St Johns Pkwy.

I am fine with the commercial portion of this development, but not the 400 housing units. Potentially adding an incremental 400-800 students associated with subject project to a school zone currently housing a portion of students in temp buildings could compound our overcrowding issue.

I understand we will continue to have growth, but believe we need to have smart growth that balances the needs of residents with those of the developers.

Thanks in advance for your time reading this email.

Dan Peacock
Durbin Crossing

Sent from Yahoo Mail for iPhone

From: Tami Rich
To: Teresa Bishop; Kyle Doty; Shannon Acevedo; "Ellen Avery-Smith"
Subject: FW: Durbin Creek Crossing
Date: Thursday, January 17, 2019 1:42:52 PM

I will make copies

-----Original Message-----
From: Jason Sanders [mailto:jsanders1985@gmail.com]
Sent: Thursday, January 17, 2019 1:41 PM
To: FAXPLANDEPT
Subject: Durbin Creek Crossing

To whom it may concern,

Please think about approving this development. Our schools are already overcrowded and this would bring at minimum 400 additional students to Durbin Creek Elementary. The pace of development in St. John's county has got to slow down. Please vote no.

Thank you

Sent from my iPhone

Kyle Doty

Subject: FW: COMPAMD-2018000008

From: Hillary Simpson [mailto:hillary.l.simpson@gmail.com]
Sent: Thursday, January 17, 2019 10:12 AM
To: FAXPLANDEPT
Subject: COMPAMD-2018000008

Good Morning,
I recently became aware that there is a proposed new development that will include entrances and exits to the site at the existing light on Race Track Rd opposite Celestina and a right turn onto St. Johns Pkwy. I STRONGLY oppose this project due to lacking current and future infrastructure. Completion of the proposed project will result in more area traffic, more commercial buildings, and the possibility of several hundred more children attending our already overcrowded schools.
Unfortunately I will be unable to attend the meeting on this project, but can not identify a reason we need additional housing in this area.
Please do not approve this project.
Thank you,
Hillary Simpson

Sent from my iPhone

From:	Tami Rich
To:	Teresa Bishop; Kyle Doty; Shannon Acevedo; "Ellen Avery-Smith"
Subject:	FW: COMPAMD-2018000008
Date:	Thursday, January 17, 2019 1:41:02 PM

I will make copies

From: Joe Smith [mailto:stjohnsjoe@gmail.com]
Sent: Thursday, January 17, 2019 1:28 PM
To: FAXPLANDEPT
Subject: COMPAMD-2018000008

I have been a resident of St Johns County since 2003 and am not opposed to development in general after all the house I live in was part of a planned development.

I am writing to put on record my opposition to the proposed residential units planned for the southwest corner of Race Track Rd and St Johns Parkway proposed by Southeast Investments Inc., associated with The Ferber Co. Inc. While we need more office/commercial in this area of St Johns County, we do not need more residential units when our schools are already nearing or over capacity and current planned residential units are not even fully built out.

Please do not continue to add more residential units to this area at this time.

Kyle Doty

From: Tami Rich
Sent: Tuesday, January 22, 2019 7:56 AM
To: Kyle Doty; Teresa Bishop; Shannon Acevedo; 'Ellen Avery-Smith'
Subject: FW: Further development in saint John's area

From: jotherapy1 [mailto:jotherapy1@yahoo.com]
Sent: Saturday, January 19, 2019 10:36 AM
To: FAXPLANDEPT
Subject: Fwd: Further development in saint John's area

I neglect the reference number regarding my VOTE NO for further development.
COMPAND-2018000008

Johanna Smithers

Sent from my Samsung Galaxy smartphone.

-------- Original message --------
From: jotherapy1
Date: 1/19/19 10:31 AM (GMT-05:00)
To: plandept@sjcfl.us
Subject: Further development in saint John's area

Good day,

As a home owner in Saint Johns living in the Durbin Crossing area, I am not in agreement for further adding mixed use of said property along St John's Parkway and Race track Road. There are already plenty of planned retail/home living options accessible or soon to be.

I vote NO to any further development to the area. Feel free to respond back

Johanna Smithers

Sent from my Samsung Galaxy smartphone.

From: Tami Rich
To: Teresa Bishop; Kyle Doty; Shannon Acevedo; "Ellen Avery-Smith"
Subject: FW: New Development Racetrack Rd and St Johns Pkwy
Date: Thursday, January 17, 2019 11:19:45 AM

I have printed for copies

-----Original Message-----
From: Molly Wadhams [mailto:home.wadhams@gmail.com]
Sent: Thursday, January 17, 2019 11:06 AM
To: FAXPLANDEPT
Subject: New Development Racetrack Rd and St Johns Pkwy

Dear Sirs,
I urge you to vote against adding any new residential units to the above area unless you have definite plans on where the added students will attend school. Our schools are extremely overcrowded already and there are several new developments that are underway that will add a significant amount of students to St Johns County. Our schools have the reputation for excellence which attracts many to our county, but this will not be able to continue with the massive overcrowding already experienced in our schools. Please vote against this development and any future plans until we have a number of schools sufficient to service our current population and any additional number coming from the many other areas in current development (i.e. Beachwalk).
Thank you,
Molly Wadhams
Resident of Julington Creek Plantation and Concerned Parent Sent from my iPhone

From: Tami Rich
To: Teresa Bishop; Kyle Doty; Shannon Acevedo; "Ellen Avery-Smith"
Subject: FW: Proposed Durbin Creek Crossing project
Date: Thursday, January 17, 2019 1:44:28 PM

I will make copies

From: Julia Walsh [mailto:juliahomes@bellsouth.net]
Sent: Thursday, January 17, 2019 1:43 PM
To: FAXPLANDEPT
Cc: Jay laufer; john.rutherford@mail.house.gov; Commissioner James K. Johns
Subject: RE: Proposed Durbin Creek Crossing project

To Whom It May Concern @ the Planing Department,
I saw on a shared post through Facebook just minutes ago that there is a zoning hearing in less than an hour from now about a proposed mixed use development across from the front of our community of Celestina on Racetrack Rd to be called Durbin Creek Crossing.
Why is it that the surrounding communities that will be most impacted by these types of projects not notified of hearings like this. We had a stunningly ugly eyesore of 3-story Atlantic self storage unit that popped up out of no where in front of our community and there was not one person in our neighborhood that new about it until the land was being cleared! Next to that storage bldg are about 5-6 commercial storefronts that are sitting there empty w/o tenants and they have been finished for several months. So far, I have heard that there is 1 nail salon that has signed a lease. NOW, you are asking to approve THIRTEEN more of the same type of commercial spaces & 400 multi-family residences. Looking at the maps of this area, those have to be condos or apartments for there to be that many homes in that small a space.
When is this someone from the county going to look around and say “enough is enough”. We have the whole huge multi-phase Durbin Park project coming in right down the street. The loss of green space, access to canoe/kayak ramp, preserve & trees for fresh air + habitat for animals is just being mowed down more and more every day. There is so much being crammed down our throats up in this NW part of the county.
With the exception of the movie theatre & Home Depot being built in Durbin Park, 99% of the 1st phase of that project are shops that we have several identical types of right off of west end of Racetrack Rd, Mandarin South & Bartram Park areas.
The fact that the commercial land grap is so out of control is the abomination that is happening right across the street from Durbin Park. Loved ones will have to go and visit their family members burial plots in the Julington Creek Cemetery by weaving through the Dunkin Donuts, Wendy’s & Publix, (all of which we have TWO of already within 3 miles in both directions)!
It has not been disclosed in this article from Jaxdailyrecord.com if the residential is to be apartments but we do NOT need any apartments in this Durbin Creek Crossing project. Renters are NOT homeowners & will have no respect for the community. They do NOT pay property taxes all while putting a strain on the roads, schools, pollution & refuse levels. The continued way an apartment complex is maintained is in the hands of a management company that may not care one bit about keeping their development to the standards of the rest of the communities (and property owners) that surround them. Even if they are to be condos or townhomes, it needs to be scaled back from 400 units...it is just too much.
Please reconsider this project or at minimum, scale it back so we have room to breath, enjoy some natural spaces, & not overcrowd our schools & roads.
Also, if there is to be another hearing, what is the notification process to the taxpaying

residents that will have the biggest inconvenience & strain on their properties?

Jay Laufer & Julia Walsh
134 Astra Way
Saint Johns, FL 32259
juliahomes@bellsouth.net
904-994-3131

From:	Suzanne Konchan
To:	Commissioner James K. Johns; Julia Walsh
Cc:	Kyle Doty; Shannon Acevedo
Subject:	RE: Proposed Durbin Creek Crossing project
Date:	Thursday, January 17, 2019 3:18:52 PM

Good afternoon Ms. Walsh. The county's noticing requirements include direct mailings to property owners within 300' of a proposed project, onsite sign postings, and a newspaper advertisement. In addition, we provide email notifications for registered neighborhood associations within 300' of a project. As this site is in the Northwest Sector, a community meeting is also required to be held. That neighborhood meeting has similar noticing requirements.

Regardless of your property's location related to the above standards, I will ensure that you are included on future email notifications on this project. The hearing this afternoon is the first of at least four (4) meetings that are required to change the land use designation and zoning for this site, so there will be many additional hearings and opportunities for you and your neighbors to participate in the process. Shannon Acevedo is the project manager for this project on behalf of the County. I have also copied her on this email so that you can speak with her directly. Shannon can also answer questions about our process and other developments in the area, as well as some of our tools available online to help citizens stay familiar with development proposals in the county. Shannon can be reached by phone at 904-209-0583.

I am also copying Kyle Doty, our Administrative Coordinator and can assist your homeowner's association registering for the neighborhood bill of rights program. Kyle can also be reached at 904-209-0579.

Respectfully,

Suzanne Konchan AICP
Growth Management Director
St. Johns County

From: Commissioner James K. Johns <bcc1jjohns@sjcfl.us>
Sent: Thursday, January 17, 2019 2:46 PM
To: Julia Walsh <juliahomes@bellsouth.net>; Suzanne Konchan <skonchan@sjcfl.us>
Subject: Re: Proposed Durbin Creek Crossing project

Suzanne

Who can provide Julia with the locations on our websites to find information about this and future developments? Can she or her community be added to an email distribution when additional meetings about this or future developments are scheduled?

Sincerely
St Johns County Commissioner District 1
Jimmy Johns

On Jan 17, 2019, at 1:43 PM, Julia Walsh <juliahomes@bellsouth.net> wrote:

To Whom It May Concern @ the Planing Department,
I saw on a shared post through Facebook just minutes ago that there is a zoning hearing in less than an hour from now about a proposed mixed use development across from the front of our community of Celestina on Racetrack Rd to be called Durbin Creek Crossing.
Why is it that the surrounding communities that will be most impacted by these types of projects not notified of hearings like this. We had a stunningly ugly eyesore of 3-story Atlantic self storage unit that popped up out of no where in front of our community and there was not one person in our neighborhood that new about it until the land was being cleared! Next to that storage bldg are about 5-6 commercial storefronts that are sitting there empty w/o tenants and they have been finished for several months. So far, I have heard that there is 1 nail salon that has signed a lease. NOW, you are asking to approve THIRTEEN more of the same type of commercial spaces & 400 multi-family residences. Looking at the maps of this area, those have to be condos or apartments for there to be that many homes in that small a space.
When is this someone from the county going to look around and say “enough is enough”. We have the whole huge multi-phase Durbin Park project coming in right down the street. The loss of green space, access to canoe/kayak ramp, preserve & trees for fresh air + habitat for animals is just being mowed down more and more every day. There is so much being crammed down our throats up in this NW part of the county.
With the exception of the movie theatre & Home Depot being built in Durbin Park, 99% of the 1st phase of that project are shops that we have several identical types of right off of west end of Racetrack Rd, Mandarin South & Bartram Park areas.
The fact that the commercial land grap is so out of control is the abomination that is happening right across the street from Durbin Park. Loved ones will have to go and visit their family members burial plots in the Julington Creek Cemetery by weaving through the Dunkin Donuts, Wendy’s & Publix, (all of which we have TWO of already within 3 miles in both directions)!
It has not been disclosed in this article from Jaxdailyrecord.com if the residential is to be apartments but we do NOT need any apartments in this Durbin Creek Crossing project. Renters are NOT homeowners & will have no respect for the community. They do NOT pay property taxes all while putting a strain on the roads, schools, pollution & refuse levels. The continued way an apartment complex is maintained is in the hands of a management company that may not care one bit about keeping their development to the standards of the rest of the communities (and property owners) that surround them. Even if they are to be condos or townhomes, it needs to be scaled back from 400 units...it is just too much.
Please reconsider this project or at minimum, scale it back so we have room to breath, enjoy some natural spaces, & not overcrowd our schools & roads.
Also, if there is to be another hearing, what is the notification process to the taxpaying residents that will have the biggest inconvenience & strain on their properties?

Jay Laufer & Julia Walsh

134 Astra Way
Saint Johns, FL 32259
juliahomes@bellsouth.net
904-994-3131

Kyle Doty

Subject: FW: Zoning Hearing for southwest corner of Race Track Rd and St Johns Pkwy

From: Nicole Wilson [mailto:wilsonn199@gmail.com]
Sent: Thursday, January 17, 2019 7:43 AM
To: FAXPLANDEPT
Subject: Zoning Hearing for southwest corner of Race Track Rd and St Johns Pkwy

Hello,

I am writing to express my concern with adding 400 multifamily units to the southwest corner of Race Track Rd and St Johns Pkwy.

My family currently lives in Celestina and my children attend Durbin Creek Elementary. Even with Freedom Crossing Academy pulling some students from Durbin Creek Elementary this year, the school continues to be overcrowded and new students continue to enroll. There are not enough classrooms to house their currently enrolled students. Classes have kids jammed into a small space and more students are already on the way. Many more homes are already approved and being built in the area. The school simply cannot support 400 additional families on top of the ones already anticipated.

What is driving the need to pack so many families into such a small area that is not designed to handle it? The issue goes beyond how many apartments can be built, how many desks can be crammed into a room. It is more than a numbers game. Please consider our students and their future.

We moved here to provide our children with educational opportunity. The current situation is already taxing on the individual attention and support the children receive. They have become a number in an over-packed room without any relief in sight.

While I understand the need for progress and the desire to develop this land, please consider other options that will not add so many families into such a small area. There must be alternatives. There must be a plan to provide for these basic elements. So much attention is put on infrastructure when it comes to roads and bridges. What about out social infrastructure? We need to ensure we have these in place and can handle the volume as well.

It is clear to see that approving the building of up to 400 multifamily residential units as requested will put our school, and children, at a further disadvantage by heaping additional stress on an already overcrowded school.

Please look beyond the numbers associated with growth and building. Please see the lasting negative impact this will have on our students. Please pass on the addition of these 400 multifamily units. Please do not approve.

Sincerely,
Nicole Wilson

-----Original Message-----
From: Bateh, Charles [mailto:Charles.Bateh@haskell.com]
Sent: Saturday, January 19, 2019 11:06 AM
To: sacevedo@scjfl.us
Cc: Lisa Bateh <lkbateh@gmail.com>; Suzanne Konchan <skonchan@sjcfl.us>
Subject: COMPAMD 2018-08 Southwest Quadrant of Race Track Road & St. Johns Pkwy and a Non-Zoning Variance NZVAR 2018-16

Shannon, we would both like to be copied on all notifications for this proposed variance. Also, where can we find the actual documentation that was submitted to the county for this effort?

Suzanne, as residents of Celestina, (which is across the street but apparently more than 300 feet from the property so we do not receive notices) we would both like to express our strong opinion against this project. There is plenty of retail in this area. Ash Properties was allowed to put their retail and a huge storage facility in front of our property and not one square foot of that retail is rented. We have the Durbin Town Center project a mile away which will be millions of square feet. That is where retail belongs. This developer wants to put 10 to 12 individual parcels directly across the street from us and then apartments behind it. Why would St Johns County allow the residential nature of this area be obliterated when there is plenty of retail down the street. The county has not allowed apartments in this area either, so we are going to get the worst of both right across the street from a gated upscale neighborhood. I can assure you that the county will experience strong resistance to this proposed change. This project with 400 families in such a small area will add extensive traffic, tax the capacity of the schools and bring our property values down. A large portion of the homes in Celestina sell for over a half million dollars. I would appreciate a call or response regarding this issue. Thanks.

Charles J. Bateh, CGC, LEED AP BD+C
Director – Project Development

O 904-791-4712
C 904-219-3047
charles.bateh@haskell.com
www.haskell.com

-----Original Message-----
From: Lisa Bateh <lkbateh@gmail.com>
Sent: Thursday, January 17, 2019 7:51 PM
To: Bateh, Charles <Charles.Bateh@haskell.com>
Subject:

External Email

This is the email I got back from Jimmy Johns office:
Good afternoon Ms. Walsh. The county's noticing requirements include direct mailings to property owners within 300' of a proposed project, onsite sign postings, and a newspaper advertisement. In addition, we provide email notifications for registered neighborhood associations within 300' of a

project. As this site is in the Northwest Sector, a community meeting is also required to be held. That neighborhood meeting has similar noticing requirements.

Regardless of your property's location related to the above standards, I will ensure that you are included on future email notifications on this project. The hearing this afternoon is the first of at least four (4) meetings that are required to change the land use designation and zoning for this site, so there will be many additional hearings and opportunities for you and your neighbors to participate in the process. Shannon Acevedo is the project manager for this project on behalf of the County. I have also copied her on this email so that you can speak with her directly. Shannon can also answer questions about our process and other developments in the area, as well as some of our tools available online to help citizens stay familiar with development proposals in the county. Shannon can be reached by phone at 904-209-0583.

I am also copying Kyle Doty, our Administrative Coordinator and can assist your homeowner's association registering for the neighborhood bill of rights program. Kyle can also be reached at 904-209-0579.

Respectfully,

Suzanne Konchan AICP
Growth Management Director
St. Johns County

Lisa Bateh

ATTACHMENT 5

COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE PROVISIONS

properties or the natural environment;

b) adequate public facilities exist to serve the intended Commercial development;

c) there is a demonstrated deficiency of other available lands designated Commercial to accommodate the proposed Commercial use, and the applicant has demonstrated that a need exists for the proposed Commercial development, based on the size, scale and population of the area being served; and

d) the proposed development will promote compact commercial centers or districts rather than a strip commercial development pattern, characterized by continuous linear commercial frontage along the roadway.

e) the amendment is consistent with the policies contained in Policy A.1.2.5 and the policies contained in Objective A.1.5 of this Plan.

A.1.3.11 When a Comprehensive Plan amendment, rezoning or development application is considered, the County shall ensure compatibility of adjacent and surrounding land uses. Land uses, include but are not limited to permitted uses, structures, and activities allowed within the land use category or implementing zoning district. Compatibility means a condition in which land uses can co-exist in relative proximity to each other in a stable fashion over time such that no use is unduly negatively impacted directly or indirectly by another use. Compatibility does not mean "the same as". Compatibility refers to the sensitivity of development proposals in maintaining the character of existing development and environments. The compatibility of land uses is dependent on numerous characteristics which may impact adjacent or surrounding uses. These include, but are not limited to: type of use, density, intensity, height, general appearance and aesthetics, odors, noise, smoke, dust, vibration, traffic generation, sanitation, litter, drainage, fire risk, air quality, vegetation, topography, soil conditions, wildlife, aquifer recharge, surface waters, drainage, protection of Listed Species or Essential Habitat, maintenance of public infrastructure, availability of potable water, sanitary sewer and other necessary public services and nuisances.

In order to ensure compatibility with a Comprehensive Plan amendment, the County may require the submittal of a companion rezoning application, such as a PUD, Special Use request or other application showing development of the property. Amendments that result in unreasonable negative impacts and do not provide sufficient compatibility measures should not be approved.

A rezoning request may be approved only upon determination that the application and evidence presented establish that all the proposed permitted

uses are compatible with conforming land uses located on adjacent properties.

The Board of County Commissioners shall utilize the following criteria as applicable in the consideration of all rezoning requests.

1. A rezoning request shall not be approved if the proposed permitted uses are determined to have an unreasonable incompatible impact on the contiguous and surrounding area in respect to sensory characteristics such as odor, noise, vibration, and lighting, as well as non-sensory characteristics such as pollution and traffic flow.

2. A rezoning request shall not be approved if the proposed traffic flow of the proposed permitted uses have an unreasonable impact on the contiguous and surrounding area, or if the proposed traffic has an unreasonable impact upon the projected wear and tear of any public roadway designed to carry lighter traffic than proposed with the rezoning, or if the proposed traffic results in an unreasonable danger to the safety of other traffic, pedestrians, and bicyclists.

3. A rezoning request shall not be approved if any of the proposed permitted uses or proposed activities results in a public nuisance.

4. A rezoning shall not be approved if it results in urban sprawl determined by Chapter 163, Florida Statutes.

5. A rezoning shall not be approved if it unreasonably or unduly impacts the natural environment.

6. With respect to the foregoing, the following factors may be considered as mitigation in order to negate a possible incompatibility:

    a. permitted uses, structures and activities allowed within the Future Land Use designation;

    b. building location, dimension, height and floor area ratio;

    c. location and extent of parking, access drives, loading areas, and service areas;

    d. hours of operation, noise levels, and lighting;

    e. roads, setbacks, buffers, fences, walls, landscaping, parks and open spaces, wetlands, conservation areas, drainage ponds, lakes, and other similar characteristics.

Objective A.1.2

Control of Urban Sprawl

The County shall control urban sprawl, characterized by leapfrog development, strip development, and low density residential over a large area.

Policies

A.1.2.1 The County shall only issue development orders or development permits consistent with the provisions of the County Concurrency Management System, as provided in the Land Development Code.

A.1.2.2 The County shall promote infill residential development, within the Development Areas as depicted on the Future Land Use Map, near existing facilities by offering a Variable Density Factor for residential developments that are served by central water and central sewer consistent with the Variable Density Factors established through Policy A1.11.1.

A.1.2.3 New residential developments in the Agricultural-Intensive and Rural/Silviculture districts shall be clustered pursuant to the provisions of the Planned Rural Development land development regulations.

A.1.2.4 New stand-alone Commercial development shall not be permitted in the Agricultural-Intensive or Rural/Silviculture districts, unless, directly related to or accessory to or supportive of agricultural activities or operations, or agribusiness opportunities allowed by specific zoning districts or as defined in Policy A.1.6.9 as further defined in the Land Development Code.

A.1.2.5 All Comprehensive Plan amendments shall provide justification for the need for the proposed amendment and demonstrate how the proposed amendment discourages urban sprawl and not adversely impact natural resources. In evaluating proposed amendments, the County shall consider each of the following:

(a) the extent to which the proposed amendment is contiguous to an existing Development Area which has developed in a manner providing a compact, contiguous development pattern with the proposed amendment;

(b) the extent to which population growth and development trends warrant an amendment , including an analysis of vested and approved but unbuilt development;

(c) the extent to which adequate infrastructure to accommodate the proposed amendment exists, or is programmed and funded through an adopted Capital Improvement Schedule, such as the County Capital Improvement Program, the Florida Department of Transportation Five-Year Work Program, the North Florida Transportation Planning Organization (TPO)

Transportation Improvement Program, or will be privately financed through a binding executed agreement, or will otherwise be provided at the time of development impacts as required by law;

(d) the extent to which the amendment will result in an efficient use of public funds needed for the provision of new infrastructure and services related to it;

(e) the extent to which the amendment will not result in a sprawl development pattern as determined by Chapter 163, Florida Statutes, and will not discourage infilling of more appropriate areas available for development within existing Development Area Boundaries; and

(f) the extent to which the amendment will result in a sustainable development pattern through a balance of land uses that is internally interrelated; demonstrates an efficient use of land; ensures compatible development adjacent to agriculture lands; protects environmental qualities and characteristics; provides interconnectivity of roadways; supports the use of non-automobile modes of transportation; and appropriately addresses the infrastructure needs of the community.

(g) the extent to which the amendment results in positive market, economic and fiscal benefits of the area as demonstrated through a market demand analysis, economic impact analysis and fiscal impact analysis.

A.1.2.6 The extension or expansion of utilities and roads should promote compact, contiguous development patterns.

A.1.2.7 The County shall encourage urban and suburban growth in Development Areas where public facilities and services exist. Development Areas are those areas designated on the Future Land Use Map, which depict the overall future growth pattern of the County. Areas designated R/S and A-I are not Development Areas. Comprehensive Plan amendments to add development area shall be discouraged unless the applicant demonstrates the amendment provides economic development, job creation, preservation of the natural environment, or other public benefit.

A.1.2.8 The County shall encourage infill development. Infill development is development on a vacant parcel or parcels of land within Development Areas that are surrounded by an existing built area. Compatibility of the infill development shall be considered with the development review process. Infill development shall not be considered in R/S or A-I areas.

A.1.2.9 The County shall investigate the designation of an Urban Service Area (USA) or and Transportation Concurrency Exemption Area (TCEA), as allowed by Florida Statutes, in areas where found appropriate.

Objective A.1.15
Comprehensive Plan Amendment and Review

The County shall have a mechanism for review and amendment of the Comprehensive Plan.

Policies

A.1.15.1 St. Johns County shall provide for the amendment of the Comprehensive Plan in accordance with the provisions of Chapter 163, F.S. Applications to amend the Future Land Use Map may be submitted by the owner, or agent for the owner of property proposed for redesignation; by the County; by the Planning & Zoning Agency; or by the Board of County Commissioners. Applications to amend other portions of the Comprehensive Plan may be submitted by any interested party, by the County, by the Planning & Zoning Agency, or by the Board of County Commissioners. The County shall establish an appropriate fee for the review of the proposed amendments.

A.1.15.2 Applications requesting amendment to the Comprehensive Plan or Future Land Use Map shall be evaluated based upon criteria which shall include, but not be limited to the following:

(a) consistency with the Goals, Objectives and Policies of the St. Johns County Comprehensive Plan;

(b) consistency with the Northeast Florida Strategic Regional Policy Plan;

(c) impacts on public facilities and services;

(d) environmental impacts; and,

(e) compatibility with surrounding areas.

(f) the need to modify land uses and development patterns within antiquated subdivisions.

A.1.15.3 The County may amend the Comprehensive Plan according to applicable law.

A.1.15.4 Pursuant to applicable law, the County shall evaluate the effectiveness of the Comprehensive Plan. As applicable, the County may prepare and consider adoption of amendments to the Plan as identified in the evaluation.

Objective A.1.9
Mixed-Use Development

The County shall provide a mixture of land uses within designated Mixed Use Districts to encourage large concentrated areas of commercial, office, light industrial, residential, recreation and cultural facilities at a scale which is capable of serving large segments of the County and region.

Policies

A.1.9.1 All land uses, as provided for in the County Comprehensive Plan and County land development regulations, may be included within Mixed Use Districts as designated on the Future Land Use Map, except as provided in Policy A.1.9.8. The Mixed Use Districts are intended to provide for areas that have a mixture of land uses, including commercial, light industrial, office, and low, medium and high density residential development, and are supported by urban services (e.g. central water and sewer).

Residential densities within Mixed Use Districts shall be consistent with adjacent land uses and may transition from low to high density.

Mixed Use Districts may be permitted up to thirteen (13) units per net acre plus any applicable optional, wetland or affordable housing density bonuses. Densities shall be determined on a site specific basis considering design, compatibility, infrastructure, site characteristics and other similar considerations, which may limit density appropriate to the site.

Intensity of non-residential uses shall be limited to 75% Impervious Surface Ratio (ISR) and 70% Floor Area Ratio (FAR) as further governed by Policy A.1.11.3.

A.1.9.2 Mixed Use Districts are not intended to provide for linear strip commercial development, but rather to incorporate commercial, light industrial, office, and residential uses in a manner that promotes a diversity of residential and non-residential activities in a concentrated area. It is intended that the highest land use intensities occur at the center of the Mixed Use Districts with decreasing intensity of uses proceeding outward toward the adjacent land use designations. When not appropriate, development of the Mixed Use District shall ensure compatibility with the adjacent properties. Adequate buffering can be shown to alleviate incompatibilities and protect existing community character.

A.1.9.3 To encourage a mixture of land uses, development parcels within Mixed Use Districts equal to or greater than forty (40) upland acres in size shall be required to have at least 10% Open Space and at least two uses chosen from Commercial, Office, Industrial or Residential; Commercial, Office, Industrial and/or Residential uses may range from 10% to 90% of the upland portions of the project. Wetland areas may be used to meet 10% Open Space requirements. When residential uses

are provided, the project shall include parks, recreation and open space. Residential uses may not be appropriate in all mixed use projects.

While the County requires a mixture of uses on 40 acres or greater, the County recognizes not all development sites and projects may be appropriate for mixed use development, in such cases, the County may consider a single use project on 40 acres or greater. In such cases, the applicant must justify the single use project. Such justification may include but is not limited to, the existing surrounding area is comprised of an adequate mix of uses, the proposed project is designed to achieve economic development, minimum trip generation, street interconnectivity within and outside the project site, or the single use project enhances an existing streetscape or creates a vibrant individual streetscape.

A.1.9.4 All new development within Mixed Use Districts on parcels equal to or greater than ten (10) acres in size shall be required to apply for development approval under the provisions of the Planned Development land development regulations.

A.1.9.5 Applicants for new development within Mixed Use Districts on parcels equal to or greater than ten (10) acres shall demonstrate through a Master Development Plan how the development will achieve a well-balanced mixture of uses with pedestrian, bicycle and vehicular systems providing interconnectivity and ensuring accessibility within and between uses. The Master Development Plan shall provide for compatibility of uses both within the development and with adjacent land parcels, and shall provide a land use program with the highest intensity uses in the center of the Mixed Use District with decreasing intensity of uses proceeding outward toward the adjacent land use designations, where compatible and applicable.

A.1.9.6 All new development within Mixed Use Districts shall be required to be served by central water and sewer services, except for residential development that is projected to generate fewer than four (4) Equivalent Residential Connections, or non-residential development that is projected to generate less than 500 gallons per day demand of potable water or sanitary sewer service. For the purposes of this policy, central water and sewer services shall mean water and wastewater treatment provided by public or private franchised utility systems. Developments not served by central water and sewer service shall connect to central utility service when it becomes available.

A.1.9.7 Enhanced buffers may be required at the periphery of developments within Mixed Use Districts to provide for compatibility with adjacent uses and shall be determined during the review of proposed developments.

A.1.9.8 Within Mixed Use Districts, heavy industrial uses shall be discouraged except within established industrial parks zoned to allow heavy industrial, and shall include enhanced buffering and screening to minimize adverse impacts to surrounding land uses.

A.1.9.9 Within the Mixed Use Zoning Districts, Solid Waste and Correctional Facilities are generally discouraged, except in areas zoned to allow such facilities and shall be subject to compatibility standards as provided in Policy A.1.3.11 and shall include enhanced buffering and screening to minimize any adverse impacts to surrounding land uses.

A.1.9.10 The County shall investigate a mixed use zoning district in its Land Development Code.

A.1.9.11 The I-95/SR 206 Development Area is designated by the St. Johns River Water Management District as an area of the Floridan Aquifer recharge. In order to protect the aquifer recharge within this development area, all development shall be limited in size, intensity, and use through the following provisions:

(a) Maximum Impervious Surface Ratio (ISR) for all land uses shall be 0.60;

(b) Maximum intensity of non-residential development shall be 10,000 square feet of ground floor area per acre (10 KSF/acre); and

(c) Solid waste facilities, large quantity hazardous waste generators, Heavy Industrial, and other similar uses shall be prohibited.

where possible shall form interconnected trail systems, which connect communities and neighborhoods , historical sites, cultural sites, passive recreation areas, scenic areas, preservation areas, and conservation areas within the Northwest Sector.

(d) Development edges and recreational trails may also include hiking and biking trails, nature study areas, nature trails, historic areas and structures, community gardens and passive parks. Stormwater ponds may be allowed within the development edge when the pond is designed as an amenity to the neighborhood and is permanently protected from development.

(e) Development edges and recreational trails shall be interconnected to areas outside the Northwest Sector and surrounding neighborhoods, where feasible.

(f) PRDs within the Northwest Sector Overlay shall not be permitted to amend the Reserve Area of the PRD for development purposes if incorporated into the development edge or recreational trail system.

(g) New road construction or reconstruction of existing roads that are designated on the Northwest Sector Overlay Map shall provide for pedestrian trails, bike trails, upland wildlife and wetland crossings, as feasible or appropriate.

(h) Ravines along the St. Johns River shall be protected through the use of innovative design approaches that ensure protection of the ravines.

A.2.1.4 Northwest Sector Scenic Edges

(a) Scenic edges shall be provided to preserve the rural character and preserve and enhance scenic view sheds, such as, scenic vistas, the St. Johns River, natural areas, and agricultural areas within the Sector. The primary purpose of scenic edges is to screen development and designed in a way that creates a natural edge between development and the roadway through the use of existing natural vegetation and enhancement, where necessary, with a variety of native canopy trees, understory trees, bushes, shrubs, and ground cover. Scenic edges are also an integral part of the development edges and recreational trail system that provide trails, sidewalks, and cart paths. Recreational trails, sidewalks and cart paths may be incorporated into the scenic edge; however, the overall goal of rural character and visual screening shall be met.

Scenic edges shall be provided along all existing arterial and major collector roads depicted on the Northwest Sector Overlay Map, and any newly proposed arterial or major collector road and shall provide for an average 75 feet in width located outside the road right-of-way. The specific width

and extent of these scenic edges shall be determined and identified with the proposed development. The scenic edge shall be in addition to any required right-of-way dedication or reservation.

Within the Community Commercial Future Land Use Map designation located at SR 13 and Racetrack Road, within any commercially zoned property or the commercial component of a planned development (except along SR 13 where only Community Commercial Land Uses may qualify) or where the lot depth of a development parcel, or portion thereof, measured from the property line or reserved right-of-way is less than 500 feet, the scenic edge shall be allowed to be reduced to 30 feet through the application of performance standards that will provide sufficient landscaping to preserve or enhance the rural character along the roadway. These performance standards shall be incorporated into the Land Development Code, and may include but are not limited to, enhanced landscaping through the use of canopy trees, understory evergreen plants and low growing shrubs and hedges. Where little or no natural vegetation exists within the 30-foot scenic edge, enhanced landscaping shall be provided to achieve a tree canopy or opacity along the roadway similar to surrounding roadway edges. Fences with a combination of canopy trees and other landscape plants that result in a natural rural appearance may be allowed within the scenic edge as enhanced landscaping.

Deviations to allow development not addressed above to encroach within the required minimum 30-foot scenic edge shall only be allowed where there are practical difficulties in the meeting the scenic edge requirement, due to exceptional shallowness or unusual shape of a specific piece of property or other extraordinary condition of such property. Deviations shall be subject to non-zoning variance or waiver review and approval in accordance with the provisions established in the Land Development Code. Additional buffer and screening requirements may be imposed as a condition of approval of the non-zoning variance or waiver to minimize the effect of the reduced scenic edge and ensure intent of the Northwest Sector. In no case shall a deviation result in a scenic edge of less than 30 feet in depth unless the Board of County Commissioners finds justification to allow a smaller buffer.

To provide a 30-foot scenic edge, the applicant shall submit a landscape plan depicting existing vegetation proposed to be used and the enhanced landscape elements as described above.

Breaks in the scenic edge may be allowed in otherwise continuous edges to allow for access and associated entrance features including subdivision signage, and provide view corridors to, parks, scenic areas, and other publicly accessible areas. Commercial properties located adjacent to the scenic edge shall be allowed to maintain visibility to commercial structures,

signage and entrance features.

(b) Where feasible, a coordinated pedestrian and bicycle system consisting of sidewalks, bike paths or trails and parks shall link Neighborhoods to each other as follows:

(1) Schools.

(2) Commercial services.

(3) Bike paths and sidewalks shall allow for safe non-automobile travel and be integrated into a system of trails to serve both recreation and pedestrian/bicycle travel needs of area residents.

(4) Sidewalks shall be required on at least one side of all new roads.

(5) Bike lanes shall be required on both sides of all arterial and major collector roadways unless an alternative path is provided.

(6) Trails and bikeways should connect to elementary schools. The County shall work with School District to locate elementary and middle schools in close proximity to neighborhoods to encourage walkability.

A.2.1.5 Northwest Sector Blueways

The St. Johns River is a scenic focal point of the Northwest Sector and is incorporated into the Blueway Plan. St. Johns County shall support the development of riverfront parks and canoe trails from Durbin Creek south along the St. Johns River to Picolata.

New development located along the St. Johns River shall reserve land for public access to the river, except where the County determines such access is not needed.

A.2.1.6 Northwest Sector Greenways

The Northwest Sector Vision Process identified the need for a Greenway system, including wetlands and uplands, to provide wildlife habitat, recreational opportunities, natural corridors, aesthetics, and open space.

The County shall identify funding sources to purchase lands that fall within an identified greenway. As such potential greenway land and funding sources become available the County may purchase these systems or provide tax incentives, transfers of development rights, or perpetual conservation easement to protect them.

New development within the Northwest Sector may contribute land or funding

2	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

2/19/2019

BCC MEETING DATE

TO: **Michael D. Wanchick, County Administrator** **DATE:** **December 20, 2018**

FROM: **Casey Dendor, Planner** **PHONE:** **904 209-0688**

SUBJECT OR TITLE: **COMPAMD 2017-05 Bartram Park PUD**

AGENDA TYPE: **Public Hearing**

BACKGROUND INFORMATION:

Transmittal hearing for COMPAMD 2017-05 Bartram Park PUD, a request to modify site specific text Policy A.1.11.1(M)(8)(L) relating to the Bartram Park Planned Unit Development to increase the maximum number of dwelling units from 616 to 646 units for approximately 582 acres of land, located on the north side of Race Track Road and part of the Bartram Park DRI. The applicant is requesting approval to increase the number of units permitted on the site from 616 to 646; density for the site will still meet the permitted density for the Residential-B Future Land Use Map classification, which is two dwelling units per acre. The Planning and Zoning Agency heard the request on December 20, 2018 and voted 5-0 to recommend transmittal based on consistency with the Comprehensive Plan. There was no discussion or public comment during the PZA hearing.

1. IS FUNDING REQUIRED? No **2. IF YES, INDICATE IF BUDGETED.** No

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE:

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to approve the transmittal of COMPAMD 2017-05 Bartram Park PUD based on three (3) findings of fact.
Motion to deny the transmittal of COMPAMD 2017-05 Bartram Park PUD based on three (3) findings of fact.

For Administration Use Only:
Legal: PS 1/2/2019 **OMB: N/A** **Admin: DML 1/2/2019**

Growth Management Department

PLANNING DIVISION REPORT

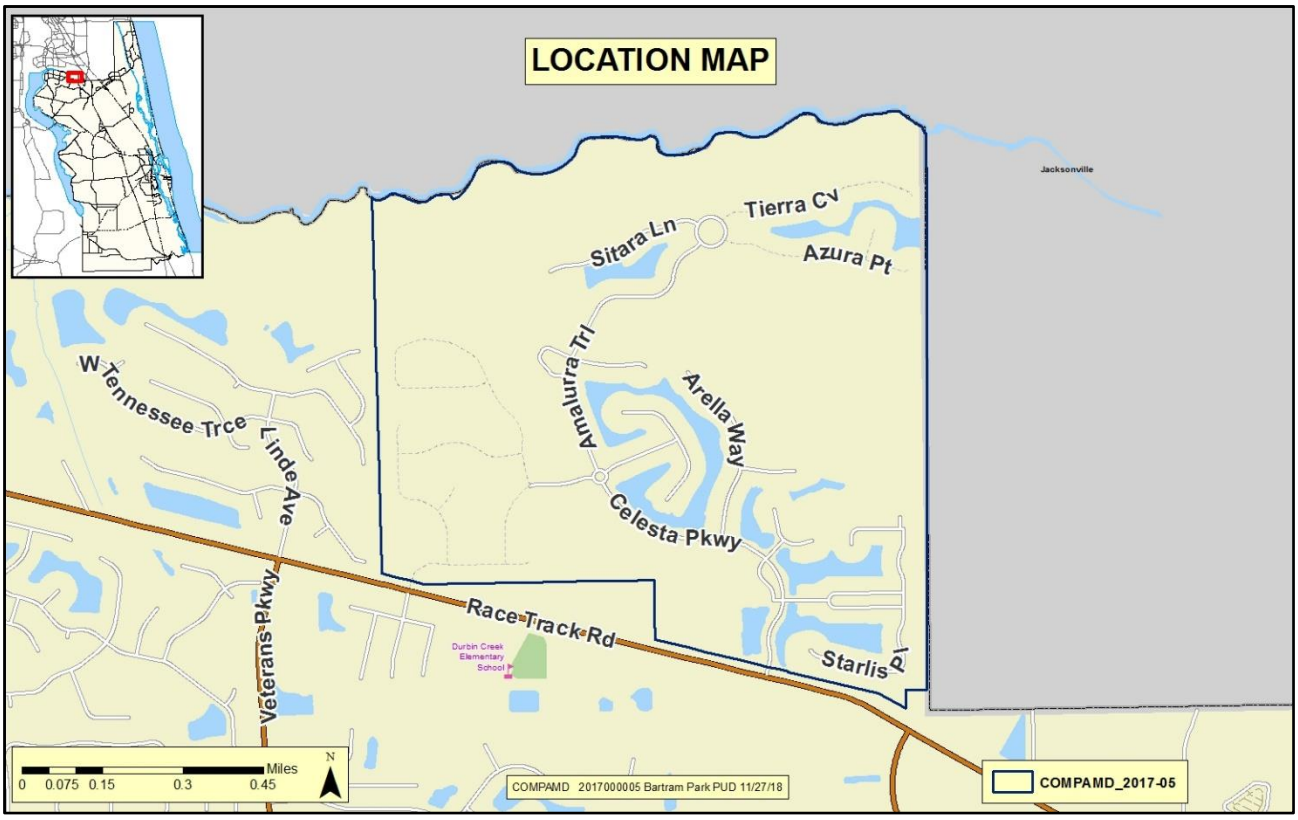
Application for Comprehensive Plan Amendment

File Number: COMPAMD 2017-05 Bartram Park PUD

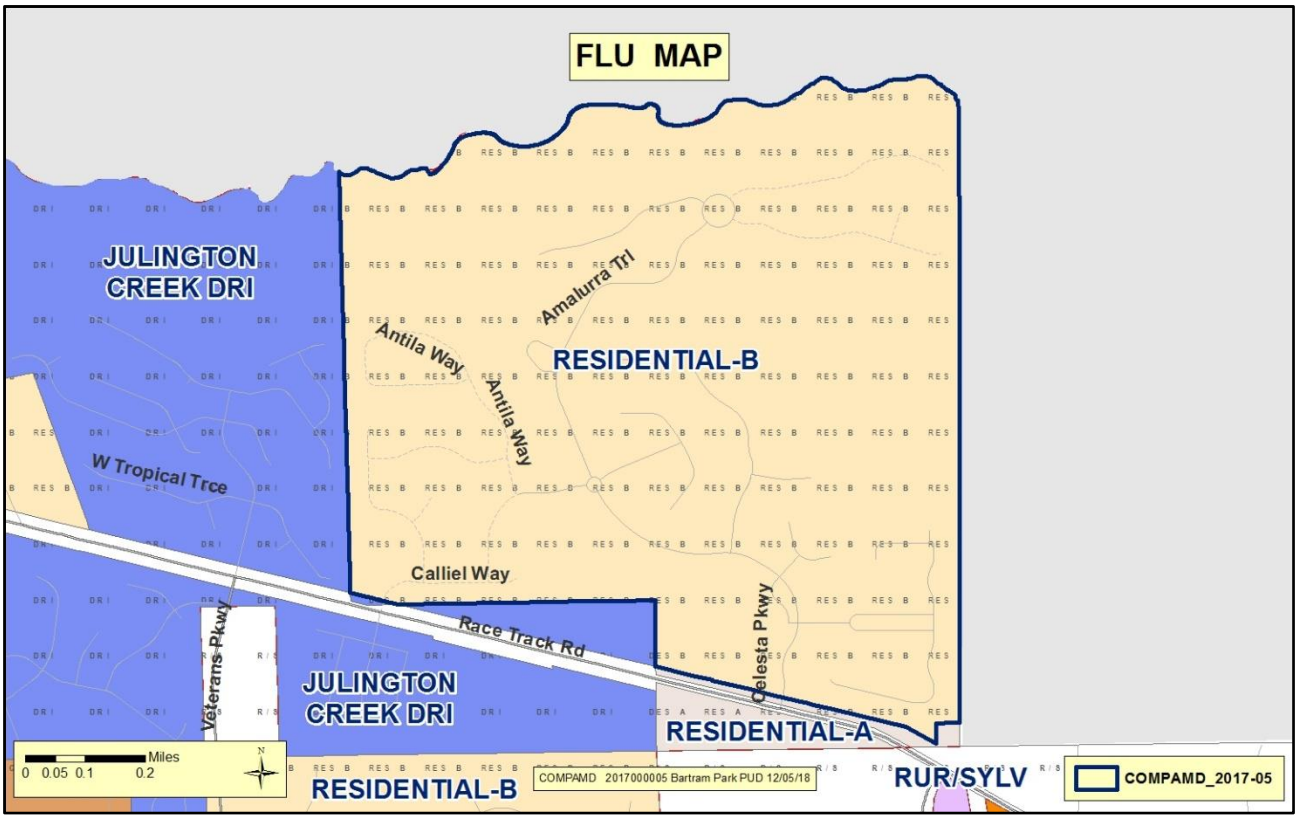
To:	Planning and Zoning Agency
From:	Casey Dendor, Planner
Date:	December 21, 2019, 2018
Subject:	Transmittal hearing for COMPAMD 2017-05 Bartram Park PUD, a request to modify site specific text Policy A.1.11.1(M)(8)(L) relating to the Bartram Park Planned Unit Development to increase the maximum number of dwelling units from 616 to 646 units for approximately 582 acres of land, located on the north side of Race Track Road and part of the Bartram Park DRI.
Applicant:	Ellen Avery-Smith Rogers Towers, P.A.
Hearing dates:	Planning and Zoning Agency – December 20, 2018 Board of County Commissioners – February 19, 2019
Commissioner District:	District 1

MAP SERIES

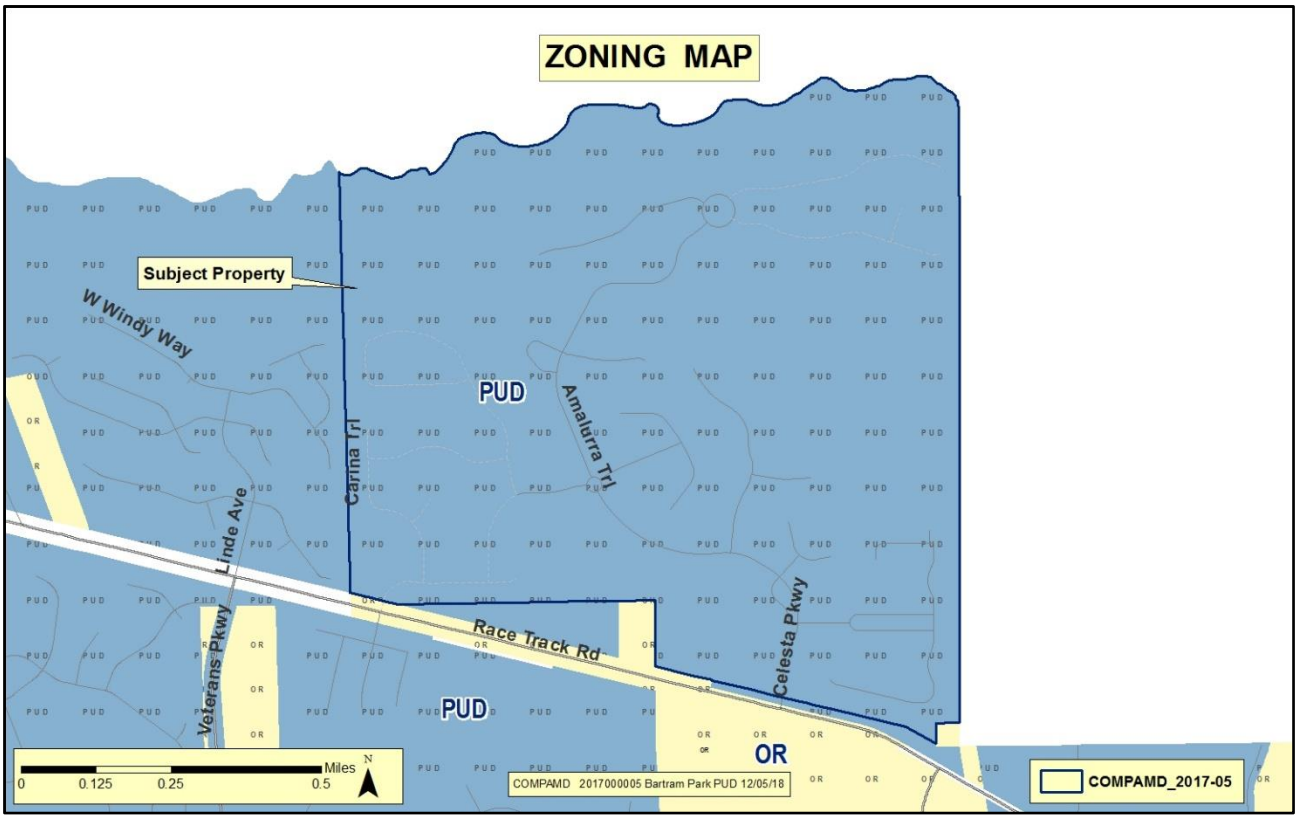
Location: The subject property is located north of Race Track Road, east of Veterans Parkway and west of the St. Johns County/Duval County line.



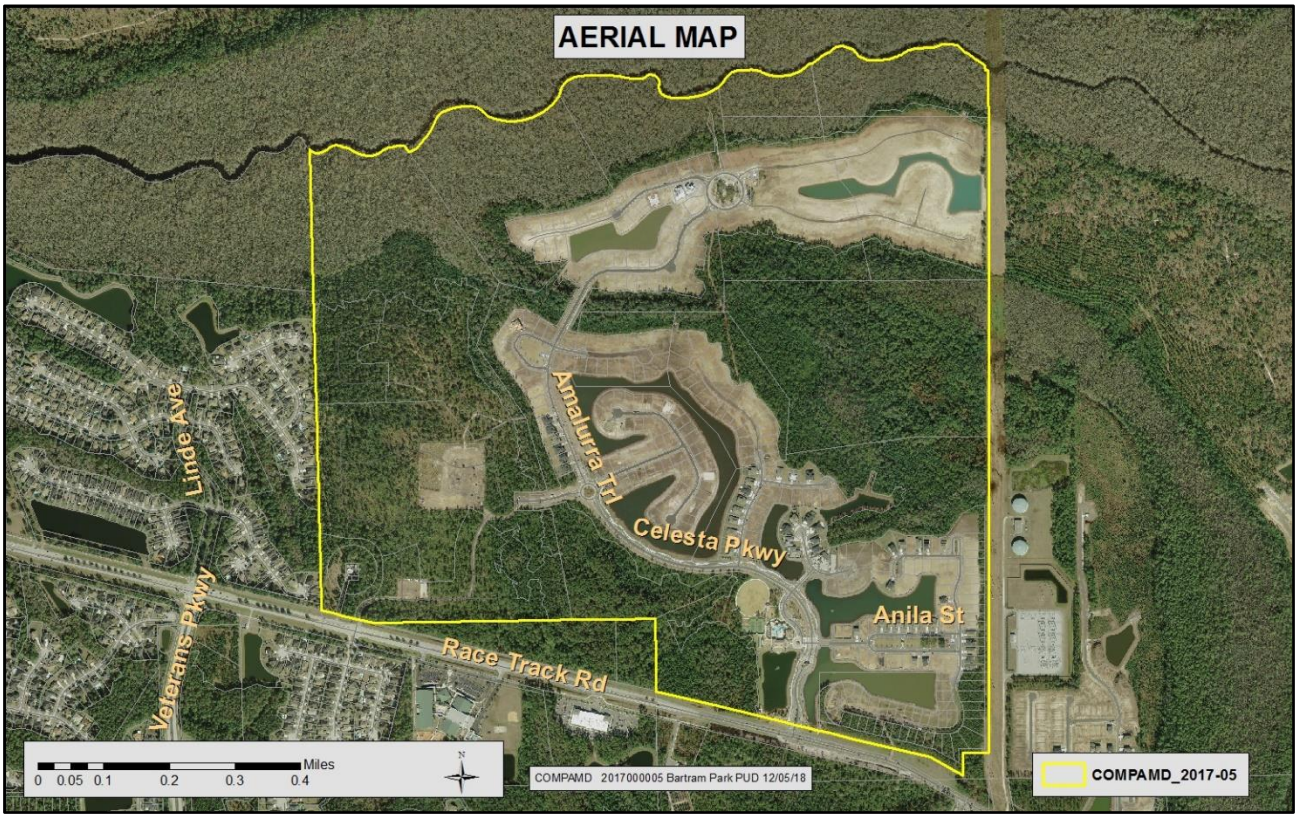
Future Land Use: The subject property is designated Residential-B (Res-B) on the Future Land Use Map. Adjacent Future Land Use designations include the Julington Creek Plantation DRI to the west and south, Residential-B (Res-B) and Rural/Silviculture (R/S) to the south and the Duval County portion of the Bartram Park DRI lies to the east.



Zoning District: The subject property is zoned as Bartram Park Planned Unit Development (Ordinance 2006-102, as amended). The applicant has filed corresponding applications to modify the DRI and a Major Modification to update the PUD. Adjacent nearby properties are zoned PUD and Open Rural (OR).



Aerial Imagery: The subject property contains approximately 582 acres of land. The property is currently approved for 616 single family units, a portion of which have been developed. A JEA water and wastewater plant lies to the east along with portions of the Bartram Park DRI, within Duval County. Julington Creek Plantation lies to the west and Durbin Crossing is to the south. Portions of the Durbin-Julington Preserve also lie to the north and east of the subject property.



APPLICATION SUMMARY

This is the transmittal hearing for a Comprehensive Plan Amendment to modify site specific text Policy A.1.11.1(M)(8)(L) relating to the Bartram Park Planned Unit Development to limit the maximum number of dwelling units to 646 units for approximately 582 acres of land. The text amendment currently limits the number of dwelling units to 616 units; the proposed amendment will add thirty (30) residential dwelling units for a maximum of 646 units. The existing density is approximately 1.67 units per acre (616 units / 367 developable acres); if this amendment is approved, the resulting density is approximately 1.76 units per acre (646 units / 367 developable acres). The surrounding area is developed with similar residential densities.

The Bartram Park DRI was approved in 2000. It is located in both Duval County and St. Johns County. In 2000, the DRI allowed for commercial uses in St. Johns County located along Racetrack Road, in 2006, 366 residential units were approved in St. Johns County on the property being considered for this proposed amendment, in 2014 an additional 250 units were approved for a total of 616 residential units. The 2014 amendment included a text amendment in the Comprehensive Plan, Policy A.1.11.1(M)(8)(L) limiting the number of units allowed on the property to 616 dwelling units. The majority of the DRI is constructed in Duval County, however, the Promenade at Bartram Springs, a commercial business/retail area is constructed in St. Johns County. The current build-out date for the DRI is 2035. A Notice of Proposed Change (NOPC) to the DRI and Major Modification was submitted concurrently with this amendment. In order to accommodate the proposed thirty (30) units, 22,000 square feet of office space and 1,628 square feet of retail space will be converted via the DRI Modification.

IMPACT REVIEW

Transportation: The application proposed the conversion of office and retail entitlements to account for the additional thirty (30) single family units. Based on this conversion, there is no increase in project transportation impacts.

Potable Water and Sewer: Potable Water and Sanitary Sewer service is provided by JEA. There is sufficient capacity.

Drainage and Solid Waste: All drainage and solid waste facilities will comply with applicable County, regional and State requirements.

Public Schools: The amendment results in additional school impacts. The school district concurs with the language as presented in the Education section of the proposed Development Order (DRI MOD 2018-02).

Parks and Recreation: The application will meet or exceed the required level of service for these facilities and services. Impacts will be addressed through the DRI mitigation, concurrency and construction plan review.

DEPARTMENT REVIEW

This application was routed to all appropriate reviewing departments. There are no outstanding comments.

Technical Division Review

All future site engineering, drainage and required infrastructure improvements will be reviewed pursuant to the established Development Review Process to ensure that the development has met all applicable local regulations and permitting requirements. No permits will be issued

prior to compliance with all applicable regulations.

Office of the County Attorney Review: All amendments to the St. Johns County comprehensive plan are legislative in nature. This is a policy-making decision to determine the future growth pattern of St. Johns County (i.e. is it appropriate to expand the development area boundary or to change the maximum theoretical growth in this area). A determination of consistency with the Comprehensive Plan and state law and approval or denial of the proposed amendment must not be arbitrary and capricious. Decisions on approval or denial of legislative land-use policy are determined on whether the decision is supported by evidence that is fairly debatable.

The Applicant is proposing two other documents for the Board's approval, a Development of Regional Impact Modification and a Major Modification to the Planned Unit Development. Should this Comprehensive Plan Amendment be transmitted, those two items will run together with and will be heard at the same time as adoption hearing of the Comprehensive Plan.

Planning and Zoning Division Review

The current Residential-B Future Land Use Map classification allows for a maximum density of two (2) dwelling units per developable acre. The 367 developable acres would allow for a maximum density of 737 dwelling units per the Residential-B Future Land Use Map designation. The proposed increase from 616 dwelling units to 646 dwelling units would provide for a density of 1.76 dwelling units per acre.

NORTHWEST SECTOR COMMUNITY MEETING

A Northwest Sector community meeting was held at the St. Johns County Service Center – Julington Creek Branch on October 17, 2018. There were two public attendees in addition to the applicant team and staff. The residents in attendance had questions regarding the proposed amendment and general questions regarding development of the site (i.e., development edges). The Northwest Sector Community Meeting minutes provided by the applicant are attached to this report.

PLANNING AND ZONING AGENCY

The Planning and Zoning Agency heard the request at their regularly scheduled public hearing on December 20, 2018 and voted 5-0 to recommend transmittal of COMPAMD 2017-05 Bartram Park PUD. The Agency had limited discussion focusing on consistency with the Comprehensive Plan and there was no public comment to be heard.

CORRESPONDENCE

At the time of writing this report, staff has not received correspondence regarding the requested Comprehensive Plan Amendment.

RECOMMENDED ACTION

Please note that the staff recommendation is not binding.

Staff recommends the proposed amendment be recommended for transmittal based on three (3) Findings of Fact with the understanding that the traffic study and conversion of retail/office entitlements to residential be accomplished with the DRI Modification application (DRI MOD 2018-02).

ATTACHMENTS

1. Recorded Documents
2. Application and Supporting Documents
3. Traffic Study & Conversion Table
4. Northwest Sector Community Meeting
5. Cited Comprehensive Plan Policy A.1.11.1(M)(8)(L)

PROPOSED FINDINGS OF FACT COMPAMD 2017-05 Bartram Park PUD (TRANSMITTAL)	
APPROVE	**DENY**
1. The proposed Comprehensive Plan Amendment was fully considered after public hearing pursuant to legal notice duly published as required by law.	1. The proposed Comprehensive Plan Amendment was fully considered after public hearing pursuant to legal notice duly published as required by law.
2. The proposed Comprehensive Plan Amendment is consistent with the St. Johns County Comprehensive Plan, Ordinance No. 2010-38, as amended, the Northeast Florida Strategic Regional Policy Plan, the Community Planning Act and Land Development Regulation Act (Chapter 163, Florida Statutes), subject to further assessment at the adoption hearing.	2. The proposed Comprehensive Plan Amendment is not consistent with the St. Johns County Comprehensive Plan, Ordinance No. 2010-38, as amended, the Northeast Florida Strategic Regional Policy Plan, the Community Planning Act and Land Development Regulation Act (Chapter 163, Florida Statutes).
3. The proposed Comprehensive Plan Amendment is procedurally consistent with Part 9.05.00 of the Land Development Code, subject to further assessment at the adoption hearing.	3. The proposed Comprehensive Plan Amendment is not procedurally consistent with Part 9.05.00 of the Land Development Code.

ATTACHMENT 1
RECORDED DOCUMENTS

ORDINANCE NO. 2019 - _____

AN ORDINANCE OF THE COUNTY OF ST. JOHNS, STATE OF FLORIDA, AMENDING THE 2025 COMPREHENSIVE PLAN, ORDINANCE NO. 2010-38, AS AMENDED, TO MODIFY SITE SPECIFIC TEXT POLICY A.1.11.1(M)(8)(L*)* RELATING TO THE BARTRAM PARK PLANNED UNIT DEVELOPMENT TO LIMIT THE MAXIMUM NUMBER OF DWELLING UNITS TO 646 UNITS FOR APPROXIMATELY 582 ACRES OF LAND LOCATED ON THE NORTH SIDE OF RACE TRACK ROAD AND PART OF THE BARTRAM PARK DRI; PROVIDING FOR FINDINGS OF FACT; FINDINGS OF CONSISTENCE; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, Chapter 125 and 163, Florida Statutes provide for the Board of County Commissioners to prepare, implement and enforce Comprehensive Plans and Land Development regulations for the control of development within the County;

WHEREAS, Section 163.3184 and 163.3187 Florida Statutes provide the process for the adoption of Comprehensive Plan amendments; and,

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

SECTION 1. The St. Johns County Comprehensive Plan is amended to modify a Textual Policy limiting the maximum number of units to 646 for approximately 582 acres of land located on the north side of Racetrack Road and part of the Bartram Park DRI, as described and shown on the attached **EXHIBIT A and B.**

SECTION 2. The 2025 Comprehensive Plan amendment described in Section 1 is based upon the following Findings of Fact:

(a) The proposed amendment was fully considered after public hearing pursuant to legal notice duly published as required by Law.

(b) The proposed Comprehensive Plan Amendment is consistent with the St. Johns County Comprehensive Plan, Ordinance No. 2010-38, as amended, the Northeast Florida Strategic Planning Policy Plan, the Community Planning Act, and Land Development Regulation Act (Chapter 163, Florida statutes), subject to further assessment at the adoption hearing.

(c) The proposed Comprehensive Plan Amendment is procedurally consistent with Part 9.05.00 of the Land Development Coe, subject to further assessment at the adoption hearing.

(d) The amendment is consistent with the Goals, Objectives, and Policies of the St. Johns County Comprehensive Plan, including Policies A.1.2.5, A.1.2.7, A.1.3.11, A.1.15.2, and with other provisions provided during the hearing.

SECTION 3. The remaining portions of the St. Johns County Comprehensive Plan, Ordinance No. 2010-38, as amended and the 2025 Future Land Use Map, as amended, which are not in conflict with the provisions of this ordinance, shall remain in full force and effect.

SECTION 4. Should any section, subsection, sentence, clause, phrase or portion of this ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions.

SECTION 5. These amendments to the St. Johns County Comprehensive Plan shall be effective 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely, challenged, within 30 days after adoption, the amendment does not become effective until the state land planning agency or Administration Commission enters a final order determining the adopted amendment to be in compliance.

SECTION 6. This ordinance shall be recorded in a book of land use regulation ordinances kept and maintained by the Clerk of Court in accordance with Section 125.68, Florida Statutes.

PASSED AND ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, THIS _____ DAY OF _____ 2019.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

BY: _____
Paul M. Waldron, Chair

ATTEST: HUNTER S. CONRAD, Clerk

BY: _____
Deputy Clerk

Effective Date: _____

EXHIBIT "A"

Bartram Park Planned Unit Development (Residential)

A PORTION OF SECTIONS 25 AND 36, TOWNSHIP 4 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF JULINGTON CREEK PLANTATION, PARCELS 63 AND 65, PHASE 2 AS RECORDED IN MAP BOOK 47, PAGE 57 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 01°33'42" WEST, ALONG THE EASTERLY LINE OF SAID JULINGTON CREEK PLANTATION AND ALONG THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 1705, PAGE 1342, SAID PUBLIC RECORDS, 3690 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF DURBIN CREEK; THENCE EASTERLY ALONG THE MEANDERINGS OF SAID MEAN HIGH WATER LINE, 6250 FEET, MORE OR LESS TO THE EASTERLY LINE OF AFORESAID SECTION 25; THENCE SOUTH 01°06'12" EAST, ALONG LAST SAID LINE, 370 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID SECTION 25, ALSO BEING THE NORTHEAST CORNER OF AFORESAID SECTION 36; THENCE SOUTH 00°02'41" EAST, ALONG THE EASTERLY LINE OF SAID SECTION 36, A DISTANCE OF 5106.81 FEET TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORD 338, PAGE 667 OF SAID PUBLIC RECORDS; THENCE SOUTH 89°13'34" WEST, ALONG LAST SAID LINE, 208.40 FEET TO THE WESTERLY LINE OF LAST SAID LANDS; THENCE SOUTH 00°02'40" WEST, ALONG LAST SAID LINE, 186.82 FEET; THENCE NORTH 60°25'12" WEST, 307.25 FEET TO THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF RACE TRACK ROAD (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTH 76°24'29" WEST, ALONG LAST SAID LINE AND ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF RACE TRACK ROAD, 2262.84 FEET TO THE EASTERLY LINE OF JULINGTON CREEK UNIT 7, AS RECORDED IN MAP BOOK 18, PAGE 6 OF SAID PUBLIC RECORDS; THENCE NORTH 00°35'09" WEST, ALONG LAST SAID LINE, 583.11 FEET TO THE NORTHERLY LINE OF SAID JULINGTON CREEK UNIT 7; THENCE SOUTH 89°10'01" WEST, ALONG LAST SAID LINE, 2269.45 FEET TO THE AFORESAID NORTHEASTERLY RIGHT OF WAY LINE OF RACE TRACK ROAD; THENCE NORTH 76°24'29" WEST, ALONG LAST SAID LINE, 424.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 582 ACRES MORE OR LESS.

EXHIBIT B

Bartram Park PUD

Comprehensive Plan Text Amendment

Objective A.1.11.1(M)(8)(L) – The property known as Bartram Park Planned Unit Development ("PUD"), containing approximately 582 acres as legally described in Ordinance No. 2019-__, is assigned a Residential B Future Land Use Map designation and is limited to a maximum of 646 dwelling units. Proposed changes to increase the allowed density of the Bartram Park PUD property are subject to the provisions of Chapter 163, Florida Statutes, regarding large-scale amendments to the Comprehensive Plan.

END RECORDED DOCUMENTS

ATTACHMENT 2

APPLICATION AND SUPPORTING DOCUMENTS

Comprehensive Plan Amendment Application
St. Johns County Growth Management Services Department
4040 Lewis Speedway
St. Augustine, Florida 32084

Phone (904) 209-0675 Fax (904) 209-0676

This application, together with ALL REQUIRED EXHIBITS and application fee, should be completed and filed with the Long Range Planning Division prior to the established filing deadline for the public hearings before the Planning and Zoning Agency and Board of County Commissioners. A COMPREHENSIVE PLAN AMENDMENT DOES NOT ENTITLE THE APPLICANT TO A DEVELOPMENT PERMIT OR CERTIFICATE OF CONCURRENCY.

File No. _____ Fee _____ Date 11-14-17

Property Owner(s) Standard Pacific of Florida, Bannon Development, Inc Phone 904-280-7100

Address 700 Ponte Vedra Lakes Boulevard Fax _____

City Ponte Vedra Beach State FL Zip Code 32082 Email aelancaster@eastlanddev.com

Are there any owners not listed ☒ No ☐ Yes If yes please list on separate sheet to be included with your application

Applicant Ellen Avery-Smith of Rogers Towers, P.A. Phone 904-825-1615

Address 100 Whetstone Place, Suite 200 Fax 904-825-4070

City St. Augustine State FL Zip Code 32086 Email eaverysmith@rtlaw.com

Type of Request This is a request to amend the **St. Johns County Comprehensive Plan as follows:**

☒ Text Amendment (Sign certification statement and attach additional pages as necessary)

Element Land Use Goal, Objective or Policy # A.1.11.1(h)(8) Page _____

☐ Future Land Use Map Amendment (Complete the following sections)

Existing Future Land Use Map Designation _____ Zoning _____

Proposed Future Land Use Map Designation _____ Zoning _____

Location/Description: Property Appraiser's Parcel Identification No. _____

Street Address/Location West of I-95, east of State Road 13 and north of Race Track Road

Total Acreage 582 Overall Dimensions _____ Flood Zone X

Adjacent Future Land Use Designation North: Res-B/DRI South: DRI/Res-A East: Res-B/DRI West: DRI

Wetlands: Yes: ☒ No: ☐ Type: See FLUCCS Map Acres: 215

Soil Associations: See Bartram Park DRI Development Order, Resolution No. 2014-92

Provide brief description of existing property. Include existing land cover and uses, any existing structures, infrastructure.

Bartram Park Planned Unit Development ("PUD") is approved as a residential development on approximately 582 acres. The property has a Residential B Future Land Use Map designation and is limited to 616 single-family units by a companion text amendment. The proposed and attached Text Amendment would increase the maximum number of single-family units by 30, to a total of 646. No property is being added to the PUD boundaries.

CONSISTENCY WITH COMPREHENSIVE PLAN (attach separate pages):

1. Provide justification/reasons for not developing in designated development areas as shown on Future Land Use Map. Include economic reasons and, if available, market study.

2. Provide information regarding the consistency of the proposed land use amendment with the adopted Future Land Use Element objectives and Policies and any other relevant section of the Comprehensive Plan. Also address consistency with the Strategic Regional Policy Plan and the State Comprehensive Plan.

ESTIMATED IMPACT ON THE AVAILABILITY OF PUBLIC FACILITIES:

3. Describe how property is to be developed. Include phasing, uses and estimates of (a) number and type of dwelling units; (b) square feet and type of commercial/industrial uses; (c) open space and recreational area; (d) buffers; (e) wetlands; (f) drainage and infrastructure areas; and (g) other uses and sizes. Account for all acres. Provide phasing dates and anticipated buildout.

4. (a) The project will use: [X]public sewer or [ ]private sewer or [ ] septic tank.
   (b) The project will use: [X]public water or [ ]private water or [ ]private well.

5. (a) Will the project build its own water plant? [ ] Yes [X] No.
   (b) Will the project build its own sewage plant? [ ] Yes [X] No.

6. If public or private utilities are to provide services, attach letters from the utility company or companies stating whether the utility company anticipates the availability of capacity to service the project through all phases.

7.Estimated Water and Sewage Demand:

	Phase (Years)	Use	GPD	Peak
Water		30 du x 350	10,500 gpd	
Sewage		30 du x 280	8,400 gpd	
Water Utility	Name: JEA		Address: 21 West Church Street, Jacksonville, FL 3	
Sewer Utility	Name: JEA		Address: 21 West Church Street, Jacksonville, FL 3	

8.Describe anticipated drainage system: Stormwater treatment will be via surface water management system permitted by the St. Johns River Water Management District.

9. Estimate the Solid Waste Demand by 5.7 pounds per person per day or by use. Indicate methodology:

Phase (Years	Number of People or Use	Pounds per Day
	5.7x2.44x30	417.24 ppd

10. Estimate the Transportation Disadvantaged Van Services Demand by applying 1.5 percent times the number of Dwelling Units times 2.44 Persons Per Unit. (Only applies to residential developments.)

Phase (Years)	demand = Dwelling Units X 2.44 Persons Per Unit X 0.015
	30 du x 2.44 x 0.015 = 1.1

11. Estimate the Recreation and Open Space Demand of residential projects by applying the following formulas:
   (a) Number of Dwelling Units X 2.4 Persons Per Unit X 5 Acres Per 1,000 Population for Neighborhood/Community Park Recreation, by phase:
   30 x 2.4 x 5 / 1000 = 0.36 acres

   (b) Number of Units X 2.5 Persons Per Unit X 24 Acres per 1,000 Population for Regional/Open Space, by Phase.
   30 x 2.5 x 24 / 1000 = 1.8 acres

12. Traffic – Estimate Average Weekday Peak Hour Trips by phase by number of dwelling units and square feet of each on-residential use using the trip generation rates from the latest edition of the Institute of Transportation Engineers *Trip Generation Manual*.

Phase (Years)	Dwelling Units or Square Feet of Each Use	Trips
	30 single-family units (22 pm pk hour trips)	22

13. Estimate the area of impact using the *Traffic Impact Methodology and Procedures* contained in Appendix A of the ***Land Development Code*** and estimate the impacts on the Levels of Service on the segments within the Area of Impact by Phase. ATTACH CALCULATIONS (staff will complete for up to 29.99 peak hour trips).

Phase Years)	Road Segment #	Existing LOS	Project Trips	LOS with Project & Background Traffic by Phase End
N/A				See enclosed traffic study.

REQUIRED EXHIBITS: (MUST BE SUBMITTED IN THIS ORDER)

1. Owner's Authorization for Agent Form. All persons listed on the deed, purchase agreement, title opinion or other acceptable proof of ownership must complete an Owners Authorization.
2. Proof of ownership (copy of deed or purchase agreement, and title opinion).
3. Legal description and tax identification number.
4. General location map with subject property clearly identified.
5. Property Appraiser's Map with identification of subject property, zoning, and Comprehensive Plan Land Use Designation within 300 feet of property.
6. Comprehensive Plan Future Land Use Map with subject property clearly identified.
7. Most recent aerial of site showing property boundaries.
6. Copy of soils map showing property boundaries.
8. Generalized site plan with uses, phases as described in Question 13.
9. Water and Sewer Utility letter, if applicable (Question 16).
10. One (1) copy of application and exhibits.

NOTE: On each map include north arrow, property outline, name of person or firm who prepared the map, date of map preparation, and source of the map.

I HEREBY CERTIFY THAT ALL INFORMATION IS CORRECT:
Signature of owner(s) or authorized person if Owner's Authorization Form is attached:

Printed or typed name(s): Ellen Avery-Smith, Esq.

Signature(s): Ellen Avery Smith

NAME AND ADDRESS OF PERSON TO RECEIVE ALL CORRESPONDENCE REGARDING THIS APPLICATION:

Name: Ellen Avery-Smith, Esq.

Mailing Address: 100 Whetstone Place, Suite 200, St. Augustine, Florida 32086

Phone: 904-825-1615 FAX: 904-825-4070 E-mail: eaverysmith@rtlaw.com

State of Florida County of St. Johns

Signed and sworn before me on this 14th day of November, 2017.

By Ellen Avery-Smith

Identification verified: Oath sworn: Yes ___ No X

Notary Signature Vicky L. Williams My Commission expires:

VICKY L. WILLIAMS
Commission # GG 020837
Expires October 25, 2020
Bonded Thru Troy Fain Insurance 800-385-7019

PIN Nos:

005730-0011

005730-0021

005732-0005

005732-0001

005731-0000

005730-0020

005730-0010

005730-0000

005732-1100

005732-0009

003610-0000

COMPREHENSIVE PLAN TEXT AMENDMENT APPLICATION

BARTRAM PARK

(Residential/Celestina)

FILED ON BEHALF OF STANDARD PACIFIC OF FLORIDA AND BANNON DEVELOPMENT, INC.

Exhibit "A"

Justification Statement (Application Section 1)

Consistency Analysis (Application Section 2)

Development Summary (Application Section 3)

November 13, 2017

Owner/Applicant Information:

Owners/Applicants:	Standard Pacific of Florida Bannon Development, Inc. Art Lancaster, John Dodson 700 Ponte Vedra Lakes Boulevard Ponte Vedra, Florida 32082 (904) 280-7100
Legal:	Rogers Towers, P.A. Ellen Avery-Smith, Esq. 100 Whetstone Place, Suite 200 St. Augustine, Florida 32086 (904) 824-0879
Planning/Traffic/ Engineering:	England, Thims & Miller, Inc. Lindsay Haga, Jeff Crammond 14775 Old St. Augustine Road Jacksonville, Florida 32258 (904) 642-8990

Project Overview

Standard Pacific of Florida and Bannon Development, Inc. (collectively, the "Applicant") are the owners of approximately 587 acres located north of Racetrack Road, south of the Duval County line and west of Bartram Park Boulevard (the "Property"). The Property is currently under development as a residential community called Celestina. The Property has St. Johns County Parcel Identification Nos. 005730 0000, 005750 0000 and 005750 0020.

The existing Future Land Use Map ("FLUM") designation of the Property is Residential B and the existing zoning district is Planned Unit Development (Bartram Park PUD). The Property is located within the boundaries of the Bartram Park Development of Regional Impact ("DRI").

The Applicant is requesting to change the existing Comprehensive Plan Text Amendment for the Property to increase the maximum number of single-family residential units permited within the Property from 616 to 646. The Applicant has filed a Notice of Proposed Change to amend the existing Bartram Park DRI Development Order and an application for a Major Modification to the Bartram Park PUD to increase the permitted residential density from 616 single-family units to a maximum of 646 single-family homes.

A Generalized Site Plan showing the intended plan of development of the Property are enclosed with this application. The Property is bordered on the north by the Duval County line, to the south by Racetrack Road, to the east by the Bartram Park DRI and to the west by the Julington Creek DRI.

The Applicant proposes to develop a maximum of 646 single-family residential units on the Property. The project will be developed in two (2) phases, as set forth in the Bartram Park DRI Development Order. The Residential B FLUM designation allows for a maximum residential density of two (2) units per acre. The Applicant is proposing a density of 1.74 units per developable acre (646 units on approximately 372 upland acres) and 1.1 units per gross acre (646 units on approximately 587 total), which density is consistent with the Property's existing Residential B FLUM designation and the densities of the neighboring residential projects. The adjacent Julington Creek and Durbin Creek DRIs/PUDs have maximum densities of two (2) units per acre and other surrounding residential neighborhoods have densities ranging from two (2) to six (6) units per acre. Surrounding FLUM designations are DRI, Residential B and Residential C to the south and west and Rural/Silviculture, Community Commercial and Intensive Commercial to the east. Duval County lies to the north. The future land use designation for the adjacent Duval County parcels is Multi Use.

The Generalized Site Plan shows the consistency of density proposed for the Property in relation to the existing surrounding development. The Generalized Site Plan also shows site access, drainage and open space. There are approximately 372 acres of uplands and 215 acres of preserved wetlands within the Property.

Project Benefits

There are a number of benefits to amending the existing Comprehensive Plan Text Amendment for the Property to add 30 single-family units, including:

1. The Property is located in an area of northern St. Johns County that is already developed to densities equal to the requested density for the project.

2. The ongoing development of the Celestina community within the Property is yielding average home values in excess of $400,000.

3. The Property is located near a Community Commercial node within the Bartram Park DRI and the Intensive Commercial parcels known as Durbin Park owned by Durbin National, LLC. It is anticipated that these commercial areas will develop and create jobs for residents in St. Johns County in the near future. Those workers can live in homes constructed on the Property.

4. The site is located along Racetrack Road near Bartram Park Boulevard and the future State Road 9B, so it is easily accessible to workplaces in the region.

5. The project is contributing funds for the four-laning of Racetrack Road east of St. Johns Parkway and the future interconnection with State Road 9B, pursuant to the Bartram Park Development of Regional Impact Amended and Restated Development Order, St. Johns County Resolution No. 2014-92.

6. The Property has a Future Land Use Map designation of Residential B, and is located adjacent to lands with Residential B, DRI and Rural/Silviculture and near parcels designated Community Commercial, Intensive Commercial and Residential C. The adjacent land in Duval County is designated Multi-Use.

7. The Property is located within the existing Development Area so its development will not result in urban sprawl.

8. St. Johns County is expected to have a long-term housing demand of several thousand new homes per year. The Bartram Park project will help meet that demand.

Compatibility with Surrounding Uses

As stated above, the Property has a FLUM designation of Residential B and is located contiguous to lands with FLUM designations of Residential B, DRI and Rural/Silviculture and is adjacent to Racetrack Road and near Bartram Park Boulevard and the future State Road 9B. Surrounding uses include single-family residences in densities ranging from one (1) and two (2) units per acre, a Community Commercial node at the nearby intersection of Racetrack Road and Bartram Park Boulevard and an Intensive Commercial node at the nearby interchange of Interstate 95 and the future State Road 9B.

Adjacent FLUM designations are DRI and Residential B to the west and south and Rural/Silviculture to the east. Duval County lies to the north. There are nearby Community Commercial and Intensive Commercial nodes along Racetrack Road near Interstate 95 and the future State Road 9B.

The proposed change of the Property's existing text amendment to include 30 additional single-family units is consistent with the density permitted in the St. Johns County Comprehensive Plan and Land Development Code and compatible with the land uses of surrounding properties. The Property is surrounded by DRI, Residential B and Rural/Silviculture future land use areas, with Community Commercial and Intensive Commercial areas nearby. The Property is located within the existing Development Area boundary and is served by an existing and expanding roadway network.

St. Johns County Comprehensive Plan Analysis and Project Justification

LAND USE ELEMENT

Goal A.1

To effectively manage growth and development by designating areas of anticipated future development which satisfy demand where feasible, in a cost-efficient and environmentally acceptable manner. Encourage/accommodate land uses which made St. Johns County a viable community. Creating a sound economic base and offering diverse opportunities for a wide variety of living, working, shopping, and leisure activities, while minimizing adverse impact on the natural environment.

Objective A.1.2 Control of Urban Sprawl

The County shall control urban sprawl, characterized by leapfrog, development, strip development, and low-density residential over a large area.

Policy A.1.2.1 The County shall only issue development orders or development permits consistent with the provisions of the County's Concurrency Management System, as provided in the Land Development Code.

The project will comply with the County's Concurrency Management System.

Policy A.1.2.5 All Comprehensive Plan amendments…shall provide justification for the need for the proposed amendment and demonstrate how the proposed amendment discourages urban sprawl and not adversely impact natural resources. In evaluating proposed amendments, the County shall consider each of the following:

(1) the extent to which the proposed amendment is contiguous to an existing Development Area which has developed in a manner providing a compact, contiguous development pattern with the proposed amendment;

The Property is located within the existing Development Area boundary. The proposed residential density of 1.74 units per acre is consistent and compatible with the densities within the adjacent Julington Creek and Durbin Crossing DRIs/PUDs to the west and south.

(2) the extent to which population growth and development trends warrant an amendment, including an analysis of vested and approved but unbuilt development;

The Property is located within the previously approved Bartram Park DRI/PUD and is surrounded by residential, commercial and office development. The Property is essentially an in-fill site in northern St. Johns County. The pending construction of State Raod 9B within a mile of the site will only increase demand for housing and non-residential uses in this part of the County.

(3) the extent to which adequate infrastructure to accommodate the proposed amendment exists, or is programmed and funded through an adopted Capital Improvement Schedule, such as the County Capital Improvement Program, the Florida Department of Transportation Five-Year Work Program, the North Florida Transportation Planning Organization (TPO) Transportation Improvement Program, or will be privately financed through a binding executed agreement, or will otherwise be provided at the time of development impacts as required by law;

Access to the Property is via Racetrack Road, which is an existing, improved public road. The Applicant is contributing funds for the widening of Racetrack Road adjacent to the Property as a requirement of the Bartram Park DRI Amended and Restated Development Order.

(4) the extent to which the amendment will result in an efficient use of public funds needed for the provisions of new infrastructure and services related to it;

The Property can be easily served by the widening of Racetrack Road. Existing JEA water and sewer lines are located within the site to serve homes already constructed therein. Therefore, no public funds are needed for the provision of new infrastructure or services for the project.

(5) the extent to which the amendment will not result in a sprawl development pattern as defined in Rule 9J-5.006(5), F.A.C., and will not discourage infilling of more appropriate areas available for development within existing Development Area Boundaries; and

Section 163.3177(6)(a)9.a, Florida Statutes, states that a Comprehensive Plan amendment shall be determined to discourage the proliferation of urban sprawl if it incorporates a development pattern or urban form that achieves four or more of the following:

a. *Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.*

   Project accomplishes by providing housing opportunities for County residents within the existing Development Area.

b. *Promotes the efficient and cost-effective provision or extension of public infrastructure and services.*

   Project accomplishes by using the existing roadway networks of Racetrack Road and Bartram Park Boulevard, as well as contributing to the widening of Racetrack Road from two (2) lanes to four (4) lanes.

c. *Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of*

housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.

Project accomplishes by requiring, in the Bartram Park PUD, vehicular and pedestrian interconnectivity within the Property and to off-site areas.

d. *Promotes conservation of water and energy.*

Project accomplishes by connecting to existing water and sewer systems owned by JEA.

e. *Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.*

Not applicable. No agricultural uses are proposed for the Property once developed.

f. *Preserves open space and natural lands and provides for public open space and recreation needs.*

Project accomplishes by preserving a majority of on-site wetlands, including those associated with Julington Creek.

g. *Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.*

Project accomplishes by providing single-family residential housing in an area where the County is currently issuing the most building permits. The Property is located near the Community Commercial center within the Bartram Park DRI and the Durbin National Intensive Commercial node.

h. *Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in section 163.3164.*

Project accomplishes by providing densities consistent and compatible with those in nearby Julington Creek and Durbin Creek DRIs/PUDs.

The Property will be developed in the manner required by Section 163.3177(6)(a)9.a, Florida Statutes, and thus does not, by law, constitute urban sprawl. As shown in the Generalized Site Plan attached to this application, the Applicant is proposing single-family residences at an average density of 1.74 units per acre, which is consistent and compatible with densities in the Julington Creek and Durbin Creek DRIs/PUDs.

(6) the extent to which the amendment will result in a sustainable development pattern through a balance of land used that is internally interrelated; demonstrates an efficient use of land; ensures compatible development adjacent to agriculture lands; protects environmental qualities and characteristics; provides

interconnectivity of roadways; supports the use of non-automobile modes of transportation; and appropriately addresses the infrastructure needs of the community.

The Applicant has devised a Generalized Site Plan in order to illustrate how the proposed text amendment is consistent with the Comprehensive Plan and Land Development Code and compatible with the existing and future uses of surrounding lands. The Applicant will provide roadway and sidewalk interconnectivity throughout the site and with adjacent properties, as shown on the Generalized Site Plan. The Applicant will use the existing Racetrack Road and will contribute to the road's widening for site access and will connect to water and sewer lines available within adjacent areas of Bartram Park.

Policy A.1.2.6 The extension or expansion of utilities and roads should promote compact, contiguous development patterns.

As stated above, development of the site will not require extension or expansion of utilities or roads.

Policy A.1.2.7 The County shall encourage urban and suburban growth within Development Areas where public facilities and services exist.

The Property lies within the existing Development Area boundaries where public facilities and services already exist.

Objective A.1.3 Surrounding Land Use

The County shall locate land uses so they are compatible and complementary.

The Property has a FLUM designation of Residential B, is located contiguous to lands with FLUM designations of DRI, Residential B and Rural/Silviculture and is adjacent to Racetrack Road. Surrounding uses include single-family residences in densities ranging from one (1) unit per acre to two (2) units per acre, a Community Commercial node within Bartram Park and the Durbin National Intensive Commercial area.

The proposed text amendment to add 30 single-family units to the project is consistent and compatible with the land uses of surrounding properties and the vision of the St. Johns County Comprehensive Plan. The Property is surrounded by DRI, Residential B, Residential C, Rural/Silviculture, Community Commercial and Intensive Commercial future land use areas. The Property is located within the existing Development Area boundary.

Objective A.1.11 Provision of Efficient, Compact Development

The County shall encourage an efficient and compact land use pattern providing moderate overall densities and adequate land uses to support balanced growth and economic development.

The Applicant has devised a Generalized Site Plan in order to illustrate how the proposed text amendment will be consistent and compatible with development in the surrounding area. The proposed residential density of 1.74 units per acre is an efficient and compact land use pattern that provides overall densities and adequate land uses to support balanced growth in this area of the County, where densities range from one (1) unit per acre to two (2) units per acre. The project also promotes economic development by providing housing in an area of the County where many people who work in both Duval and St. Johns counties desire to live.

Objective A.1.11.1(h) **Residential shall mean single-family or multi-family dwelling units appropriate to the residential densities as designated on the Future Land Use Map along with uses supportive or complimentary to residential. Permitted uses shall include the following as defined and controlled by the County land development regulations:**

- **Residential uses at the applicable density established by density zone as depicted on the Future Land Use Map and further defined below, together with permitted accessory uses. Nothing in this provision shall be construed to guarantee the achievement of the maximum density for any specific proposed development including the provision of any bonus or incentive that may be applicable pursuant to the Plan. The actual density achieved by a proposed development shall be established and controlled, within the maximums provided by this provision, through the application of applicable Plan policies and implementing land development regulations, and concurrency management regulations. These additional controls may restrict the density of a proposed development to less than the maximum provided for in this provision. Density shall be determined on a site specific basis considering design, compatibility, infrastructure, site characteristics and other similar considerations, which may limit density appropriate to the site.**

- **Cultural/Institutional;**

- **Outdoor/Passive;**

- **Neighborhood Public Service;**

- **Public or private elementary schools, middle schools, and high schools;**

- **In Density Zone "A" and "B" designations, Neighborhood Commercial uses, approved pursuant to the Planned Development land development regulations may be appropriate on a size and scale compatible with the surrounding residential area, and further governed through Future Land Use Element Policies A.1.3.7, A.1.3.8, A.1.3.9, A.l.3.10, A.1.11.2 and A.1.3.11;**

- **In Density Zone "C" and "D" designations, Neighborhood Commercial and Community Commercial uses, approved pursuant to the Planned Development land development regulations may be appropriate on a size and scale compatible with the surrounding residential area, and further governed through Future**

Land Use Element Policies A.1.3.7, A.l.3.8, A.l.3.9, A.1.3.10, A.1.11.2 and A.1.3.11;

- **In Density Zone "D" designation, hotels, motels and club facilities, together with ancillary commercial uses may be appropriate, when not incompatible with surrounding residential uses; and**

- **Agriculture uses, and agricultural support services and facilities may be appropriate when not incompatible with surrounding residential uses.**

The Applicant will comply with the requirements of Density Zone B through compliance with the existing Bartram Park Planned Unit Development and providing a project that is of a size and scale compatible with the surrounding residential area.

Objective A.1.20 Greenway, Blueway & Trails

The County shall consider its Greenway, Blueway & Trails Master Plan as a guide when reviewing new development and in obtaining grant funds.

Policies

A.1.20.1 - All new development shall use the St. Johns County Greenway, Blueway & Trails Master Plan as a guide in the planning and design of the new development, in providing access and interconnectivity between adjacent lands and within the new development.

The Applicant will comply with this requirement by providing access and interconnectivity between adjacent lands and within the new development to the extent practicable, while maintaining public safety.

A.1.20.2 - All new development that lies within or adjacent to the trails depicted on the Greenway, Blueway & Trails Master Plan shall be reviewed for internal and external connections.

The Applicant will comply with this requirement by providing internal and external connections to the extent practicable, while maintaining public safety.

A.1.20.3 - When acceptable to the property owners, the County may consider dual use of utility corridors for greenway, blueway and trail connections and crossings. Such utility corridors may include but not limited to drainage easements, stormwater retention areas, gas pipeline easements, private trail connectors, mitigation sites, buffers and easements (which are not required to remain undisturbed), scenic edges, development edges, water and sewer transmission lines easements; telephone, cable and fiber-optic communication easements; overhead electric transmission and distribution lines and existing road crossings.

The project will provide dual-use multi-purpose paths and utility corridors within the development edge where practicable.

Goal A.2

To ensure that the Northwest Section of St. Johns County will grow in the form of complete communities and neighborhoods within a framework of connected development edges and recreational trails, an orderly roadway and transportation circulation system, that will sustain and provide a high quality of life, protection of the natural environment, a sound economy, efficient movement of goods, services, and people and provide a healthy social and cultural environment for all residents. For the purpose of this Goal, the Northwest Sector shall be defined as the area of St. Johns County bounded by Duval County, the St. Johns River, CR 208, and Interstate 95.

The Applicant has proposed a project that will comply with Goal A.2. As shown on the Generalized Site Plan, the Applicant has provided the required development edges and recreational trails, with pedestrian and vehicular connection to Racetrack Road and its adjacent sidewalks/paths. The Applicant will preserve a majority of on-site wetlands, including tributaries of Julington Creek.

Objective A.2.1.9 Northwest Sector General Development Pattern

(a) Development shall respect existing development patterns and provide for compatibility, quality and integrity of existing neighborhoods. Screening between neighborhoods shall have a vegetation component. The use of opaque fencing, walls and similar privacy fencing around the perimeter of neighborhoods shall also provide natural vegetation along the outside.

The Applicant has proposed a residential density of 1.74 units per acre, which is consistent and compatible with the neighboring Julington Creek and Durbin Creek DRIs/PUDs. The Applicant will provide the required development and scenic edges, as shown on the Generalized Site Plan. Existing natural vegetation should provide adequate screening around the perimeter of the neighborhood.

(b) Incompatibilities between existing neighborhoods shall be mitigated through architectural design, development edges and recreational trails, additional landscaping and similar types of screening. Proposed mitigation for neighborhood incompatibility shall be determined by the Board of County Commissioners. The burden of proof shall be upon the applicant to prove to the Board of County Commissioners that the proposed mitigation meets the intent of this policy.

The proposed project is not incompatible with existing neighborhoods within Julington Creek and Durbin Crossing.

(c) Development shall identify and incorporate into its plans measures to protect rural character, archeological, cultural, and historic sites, when these sites are deemed to be significant by St. Johns County or the State of Florida.

The Property has previously undergone archaeological/cultural resources review and mitigation as part of the Bartram Park DRI Application for Development Approval process.

(d) Development shall avoid the creation of urban sprawl and strip development.

Please see responses under Policy A.1.2.5 concluding that the project does not create urban sprawl, as defined by Florida law. The project does not contain strip development.

(e) Development shall provide accessible open space in the form of squares, plazas, parks, greens and similar open space design. The extent, scale and size of these open space areas shall be submitted with the development plan. Where possible, areas used as open spaces shall consider the use of existing agricultural or rural silvicultural areas to help maintain the rural character of the sector.

The project will provide all required parks, green space, development and scenic edges and other open space. Those areas are depicted on the Generalized Site Plan enclosed with this application. The various open space and edges will contain existing vegetation where applicable.

(f) Residential, commercial, retail, office and other non-residential uses shall be provided in compact centers. Strip development shall be prohibited. Commercial, retail, office and other non-residential uses shall be interconnected with residential areas with vehicular, bike and pedestrian ways to assist in alleviating traffic congestion on other roadways.

The proposed residential uses are provided interior to the Property and are adequately screened and buffered from surrounding lands by the required green space and development and scenic edges.

(g) When determined appropriate, development shall provide a mixture of housing types and price ranges to provide housing opportunities for all residents of the Northwest and benefit the area's economy.

The project will provide a variety of housing types and price ranges, with housing prices starting well in excess of $350,000.

(h) Development shall provide a pedestrian friendly transportation system. Pedestrian sidewalks or bikeways shall be provided.

The Applicant will provide sidewalks throughout the Property, as depicted on the Generalized Site Plan.

(i) When determined appropriate, development shall provide the location and proposed density/intensity of development of each neighborhood, as well as the

demand, location and size of schools, civic sites and parks in accordance with the requirements of these policies.

The Generalized Site Plan shows the locations of proposed residential areas, park sites, open space and other improvements.

(j) Development shall identify major, minor collector roadways and limited access arterial roadways. Interconnectivity within the development and with surrounding development shall be provided.

The project will connect to Racetrack Road, in the locations depicted on the Generalized Site Plan. Development areas within the Property will be interconnected by roads and sidewalks.

(k) Development shall identify bikeways and pedestrian ways. Bikeway and pedestrian interconnectivity within the development and with the surrounding area shall be provided, if feasible.

The Applicant will construct sidewalks throughout the project, as required by the St. Johns County Land Development Code.

(1) Development shall identify the extent, type and location of natural features and vistas in the planned development.

The Applicant has identified the extent, type and location of natural features. Copies of soils and land use cover maps are enclosed. A majority of on-site wetlands will be preserved.

(m) Development shall identify existing land uses and prevalent development patterns within and surrounding the proposed development within the defined community.

The Property is located contiguous to lands with FLUM designations of DRI, Residential B and Rural/Silviculture and is adjacent to Racetrack Road. Surrounding uses include single-family residences in densities ranging from one (1) unit per acre to two (2) units per acre, with Community Commercial and Intensive Commercial nodes nearby.

(n) Development shall identify development edges and recreational trails and other environmental features within and surrounding the proposed development within the defined community.

As shown on the Generalized Site Plan, the Applicant has provided the required development edges and recreational trails, with pedestrian and vehicular connection to Racetrack Road. The Applicant will preserve a majority of on-site wetlands, including tributaries of Julington Creek.

(o) Development shall identify the developable land area within the development.

Developable land within the Property is depicted on the Generalized Site Plan.

(p) When determined appropriate, Development shall identify public facilities and services available to the area, available capacity and any deficiencies.

The Applicant has provided information about public facilities and services available to the area and available capacity as an exhibit to the Comprehensive Plan Amendment application form enclosed. There are no facility or capacity deficiencies.

(q) Development shall use underground utilities unless topography, drainage, or similar constraints cause underground utilities not to be feasible. This includes electric, water, sewer, cable, fiber optics, and phone lines that may be located in the development edges.

The project will provide underground utilities unless infeasible.

(r) Development shall provide a statement of the community goals and objectives (Vision) consistent with the goals, objectives and policies of the Northwest Sector Overlay and provide how the proposed development meets the intent of the Vision.

This narrative provides a statement of the community goals and objectives.

(s) Development shall identify the relationship to the surrounding defined community, neighborhoods, and commercial support areas.

The Applicant has devised a Generalized Site Plan in order to illustrate how the proposed text amendment will be consistent with the Comprehensive Plan and Land Development Code and compatible with development in the surrounding area. The proposed residential density of 1.74 units per acre is an efficient and compact land use pattern that provides overall densities and adequate land uses to support balanced growth in this area of the County, where densities range from one (1) unit per acre to two (2) units per acre.

(t) When determined appropriate, the Development shall identify the proposed locations for right-of-ways and reserve right-of-way for roadways depicted on the Northwest Sector Overlay Map.

The Applicant had dedicated right-of-way necessary to provide for the current widening of Racetrack Road from two (2) lanes to four (4) lanes.

(u) Development shall identify neighborhood support facilities that are projected to be needed to address the impacts of the proposed development, such as but not limited to, traffic circulation, water and wastewater treatment plants, solid waste transfer facilities, fire stations, emergency medical services, police stations, government

buildings, libraries, civic/cultural places, public gathering places, parks, and schools.

The Applicant has provided project roadway connection to Racetrack Road, in the locations depicted on the Generalized Site Plan, and has extended existing JEA water and sewer lines from Bartram Park. The Applicant is also providing required parks and open space. The Applicant does not propose to provide any solid waste transfer facilities, fire stations, emergency medical services, police stations, government buildings, libraries, civic/cultural places, public gathering places or schools because of the small project size.

Objective A.2.1.10 Northwest Sector Neighborhood Design

(a) The basic building block within the Northwest Sector is neighborhoods. Generally, neighborhoods are sized to include up to four hundred (400) dwelling units.

The project will include a maximum of 646 single-family units.

(b) Neighborhoods shall include neighborhood support facilities and services.

The project will include required neighborhood support facilities and services.

(c) Neighborhoods shall be planned and designed as follows:

(1) Except in areas where a Scenic Edge is required or a deviation is approved, each neighborhood shall provide a minimum 35-foot development edge. The development edge shall contain uplands.

Project has provided the required scenic edges.

(2) Each neighborhood shall have a centrally located civic space or public gathering place in the form of a square, green or common area to serve as a focal point of the neighborhood. These civic spaces shall be identifiable through the use of greens, parks, landscape features, and public art.

Project has provided the required parks, open space and other civic space.

(3) The road network within a neighborhood shall emphasize the use of two-lane streets that connect to adjacent neighborhoods.

Project includes two-lane streets that interconnect the site.

(4) Neighborhood streets shall use traffic calming design standards. Such traffic calming design may include but is not limited to the installation of traffic circles, narrow travel lanes, the installation of sidewalks, street trees, and the allowance of on-street parking.

Traffic calming devices will be used when applicable.

(5) Gated communities shall be discouraged.

Project entrances off Racetrack Road will be gated to provide privacy and security.

(6) Housing shall have direct access to sidewalks and shall be oriented to parks and public spaces, where applicable.

Sidewalks will be provided along one side of all interior streets. Houses will be oriented to parks and the Julington Creek tributary system.

(7) A variety of block lengths shall be provided.

The project will include a variety of block lengths.

(8) To encourage architectural variety, lot sizes shall be varied throughout each neighborhood.

Lot sizes will range from 70 to 90 feet in width and will be a minimum of 8,400 square feet.

(9) Dwelling unit setbacks and lot location may also vary within block.

Setbacks and lot locations will vary within blocks.

(10) Repetitive housing design and front lot facades shall be discouraged.

The project will discourage repetitive housing design and front lot facades.

(11) Front porches, alleyways and detached garages may be allowed.

The project may include front porches, detached garages and garage apartments/mother-in-law suites.

(12) A mixture of single family residential detached dwelling units, multi-family residential dwelling units, duplexes, zero lot line detached and attached residential dwelling units shall be encouraged within neighborhoods.

Because of the small project size, the Applicant is proposing only single-family detached dwelling units, but such units shall vary in size.

(13) Accessory uses, such as but not limited to guesthouses, garage apartments, and home offices may be allowed.

The project may include accessory uses including but not limited to guest houses and home offices.

(14) **All utilities within developments shall be underground unless topography, drainage, or similar constraints cause underground utilities not to be feasible. This includes electric, water, sewer, cable, fiber optics, and phone lines that may be located in the scenic and development edges.**

All utilities will be underground unless infeasible.

(15) **Low wattage street lighting shall be provided in a uniform manner throughout the Neighborhood.**

Low-wattage street lighting will be provided in a uniform manner.

(16) **Each Neighborhood shall have a Neighborhood park, a minimum of five (5) acres per 1,000 design population of the neighborhood, pro rata with a minimum of one acre. The park shall be designed with activities and facilities that serve the projected population of the neighborhood and to accommodate all age groups of the project's projected population.**

The project will provide a minimum of five (5) acres per 1,000 design population of Neighborhood parks.

CONSERVATION

Goal E.2

The County shall conserve, utilize, preserve and protect the natural resources of the area, including air, water, wetlands, water wells, estuaries, water bodies, soils, minerals, vegetative communities, wildlife, wildlife habitat, groundwater recharge areas and other natural and environmental resources, ensuring that resources are available for existing and future generations.

The Applicant will preserve a majority of on-site wetlands, including tributaries of Julington Creeks. These measures will ensure that natural and environmental resources will be available for existing and future generations.

Objective E.2.2 Native Forests, Floodplains, Wetlands, Upland Communities, and Surface Water

The County shall protect native forests, floodplains, wetlands, upland communities and surface waters within the County from development impacts to provide for maintenance of environmental quality and wildlife habitats.

The Applicant will preserve a majority of on-site wetlands. Preserved wetlands will be placed under conservation easement with the St. Johns River Water Management District to ensure their perpetual protection.

Policy E.2.2.3 In order to protect the functional viability and productivity of forested wetland systems as natural resources, silviculture activities within forested wetlands:

(a) Shall not significantly alter overall wetland community characteristics (i.e. hydrology, topography, plant species diversity, wetland forest composition, canopy cover or average forest age structure).

(b) Shall not result in the conversion of historical forested wetlands into either upland systems or other types of wetland systems, except pursuant to restorative silviculture activities.

(c) Shall comply with the ACOE's, DEP's, SJRWMD's, the Department of Agriculture and Consumer Services, and the Division of Forestry's Best Management Practices.

The Applicant will not conduct silvicultural activities within forested wetlands. These wetlands will be placed under conservation easement to ensure their perpetual protection.

Objective E.2.8 Listed Species

The County shall protect habitats and populations of listed species.

The Applicant will protect habitats and populations of listed species .

Policy E.2.8.1l The County shall protect listed species and critical habitats and both shall be evaluated on a site development basis. For developments on property known to support listed species of plants or animals, the developer shall be required to notify the appropriate Federal, State and Regional agencies and the County and must comply with the appropriate guidelines and laws that protect listed species.

The Applicant will notify all appropriate federal, state and regional agencies and the County regarding any listed species and critical habitats located within the Property and will comply with the appropriate guidelines and laws that protect listed species.

TRANSPORTATION ELEMENT

Objective B.1.6 Transportation and Land Use

All residential, non-residential, and planned unit developments shall provide a circulation system which: provides safe access to the major roadway network; provides for proper design of local and collector streets within such development; and otherwise supports the objectives and policies of the Land Use and Transportation Elements of the Plan.

The Applicant will utilize the existing Racetrack Road to access the proposed development. Internal access roads will connect to Racetrack Road in the locations depicted on the Generalized Site Plan.

Policy B.1.6.4 Circulation within and between Developments. The County shall, as necessary, ensure that development shall include features and provisions which encourage internal automobile circulation, bicycle use, pedestrian movement, and other features to minimize utilization of the major roadway network; and still make provisions for public road, public bikeway, and pedestrian access to the adjoining properties.

As depicted on the Generalized Site Plan, the Applicant will include internal automobile, bicycle and pedestrian interconnectivity within the Property via Racetrack Road and, to the extent practicable, with adjacent lands. The Applicant will implement other features to minimize utilization of the major roadway network.

COASTAL/CONSERVATION MANAGEMENT ELEMENT

Policy E.2.2.9.(d) Wetlands and natural functions of the wetlands shall be protected and conserved through the planning process which considers the type, value, function, size, condition and location of the wetlands.

The Applicant will protect and conserve the natural functions of the wetlands on the Property. The Applicant will obtain all necessary permits from the County, the St. Johns River Water Management District and the U.S. Army Corps of Engineers for development of the Property. The Applicant will comply with all local, state and federal environmental laws in development of the Property.

STRATEGIC REGIONAL POLICY PLAN (SRPP) CONSISTENCY

The Northeast Florida Regional Council adopted its Strategic Regional Policy Plan (SRPP) in 1997 as a means to identify and provide direction on a variety of issues impacting the region as a whole. As noted in the document, "the SRPP is not a regulatory document.... but is intended to identify key and important issues/areas which will influence and direct northeast Florida to where it desires to be as the region moves forward into the next century." The SRPP addresses five key elements including Affordable Housing, Economic Development, Emergency Preparedness, Natural Resources of Regional Significance, and Regional Transportation.

The Owner has reviewed the SRPP and related exhibits for consistency in project approach and intent. Although the SRPP is directed more towards regional and/or municipal level guidance, there are several elements of that plan that can be applied or have been proposed as part of the proposed project.

TRANSPORTATION ELEMENT

Regional Policy 5.2.3

Concentrate high-density land uses (such as compact residential, commercial and mixed-use land use patterns) and infill development along multi-modal transportation corridors.

The proposed text amendment for the Property and its current Residential B FLUM designation provide for a clustered, compact development that is contiguous to other compact developments and located along a multimodal corridor in Racetrack Road.

NATURAL RESOURCES ELEMENT

Regional Goal 4.3
Conserve, and where opportunities exist enhance, the functions of Natural Resources of Regional Significance while protecting private property rights.

The Applicant has devised a Generalized Site Plan in order to illustrate how the proposed addition of 30 single-family units to the project takes into consideration the preservation of a majority of on-site wetlands, including tributaries associated with Julington Creek. The Applicant will comply with the requirements of St. Johns County, the St. Johns River Water Management District and the U.S. Army Corps of Engineers in order to delineate and protect the contiguous on-site wetland systems.

STATE AND COMPREHENSIVE PLAN CONSISTENCY

An analysis of this proposed amendment, including consistency with Section 163.3177, Florida Statutes, is provided below.

Section 163.3177(6)(a)9.a, Florida Statutes, states that a Comprehensive Plan amendment shall be determined to discourage the proliferation of urban sprawl if it incorporates a development pattern or urban form that achieves four or more of the following:

a. **Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.**

Project accomplishes by preserving a majority of on-site wetlands, including tributaries of Julington Creek.

b. **Promotes the efficient and cost-effective provision or extension of public infrastructure and services.**

Project accomplishes by using the existing roadway network and connecting to water and sewer lines located within Bartram Park.

c. **Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.**

Project accomplishes by providing pedestrian and vehicular connections within the Property and offering several housing choices.

d. **Promotes conservation of water and energy.**

Project accomplishes by connecting to existing water and energy utilities.

e. **Preserves open space and natural lands and provides for public open space and recreation needs.**

Project accomplishes by preserving open space and wetland areas within the Property and providing parks and recreational areas in conformance with the Comprehensive Plan.

f. **Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.**

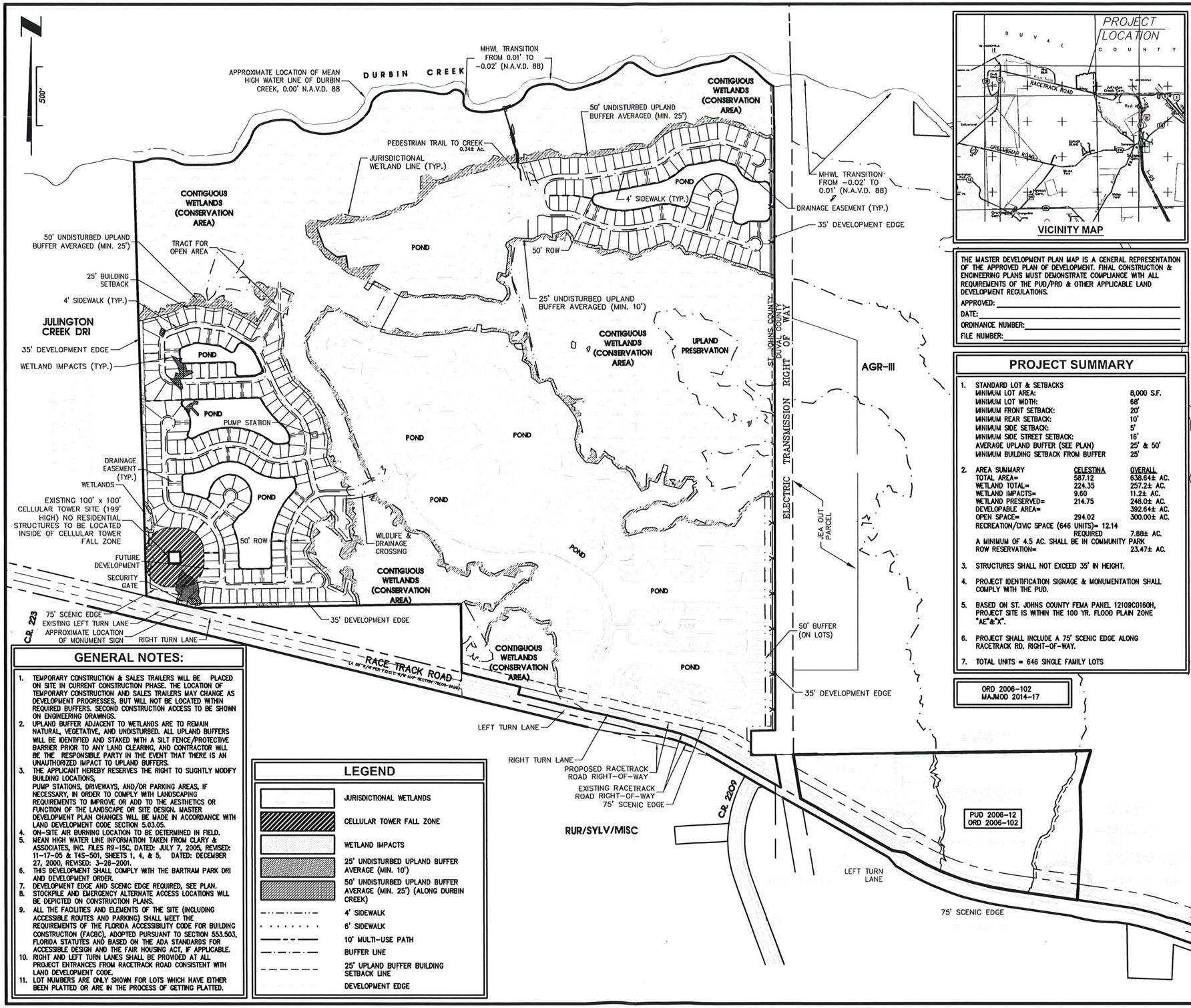
Project accomplishes by locating new residential development contiguous to existing approved residential development.

h. **Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in section 163.3164.**

Project accomplishes by locating new residential development contiguous to existing approved residential developments.

The Property will be developed in the manner required by Section 163.3177(6)(a)9.a, Florida Statutes, and thus does not, by law, constitute urban sprawl. As shown in the

Generalized Site Plan attached to this application, the Applicant proposes a fully integrated community that clusters the planned development in uplands while preserving a majority of contiguous wetlands. As evidenced by the existing single-family development within Celestina, the Applicant has ensured that the proposed development does not contain strip commercial or low-density residential development. The existence and protection of large wetland pockets will naturally require clustered development. The site planning has also incorporated vehicular and pedestrian connections within the Property, improved connectivity to the surrounding transportation network and increased flexibility in overall development.



GENERAL NOTES:

1. TEMPORARY CONSTRUCTION & SALES TRAILERS WILL BE PLACED ON SITE IN CURRENT CONSTRUCTION PHASE. THE LOCATION OF TEMPORARY CONSTRUCTION AND SALES TRAILERS MAY CHANGE AS DEVELOPMENT PROGRESSES, BUT WILL NOT BE LOCATED WITHIN REQUIRED BUFFERS. SECOND CONSTRUCTION ACCESS TO BE SHOWN ON ENGINEERING DRAWINGS.
2. UPLAND BUFFER ADJACENT TO WETLANDS ARE TO REMAIN NATURAL, VEGETATIVE, AND UNDISTURBED. ALL UPLAND BUFFERS WILL BE IDENTIFIED AND STAKED WITH A SILT FENCE/PROTECTIVE BARRIER PRIOR TO ANY LAND CLEARING, AND CONTRACTOR WILL BE THE RESPONSIBLE PARTY IN THE EVENT THAT THERE IS AN UNAUTHORIZED IMPACT TO UPLAND BUFFERS.
3. THE APPLICANT HEREBY RESERVES THE RIGHT TO SLIGHTLY MODIFY BUILDING LOCATIONS, PUMP STATIONS, DRIVEWAYS, AND/OR PARKING AREAS, IF NECESSARY, IN ORDER TO COMPLY WITH LANDSCAPING REQUIREMENTS TO IMPROVE OR ADD TO THE AESTHETICS OR FUNCTION OF THE LANDSCAPE OR SITE DESIGN. MASTER DEVELOPMENT PLAN CHANGES WILL BE MADE IN ACCORDANCE WITH LAND DEVELOPMENT CODE SECTION 5.03.05.
4. ON-SITE AIR BURNING LOCATION TO BE DETERMINED IN FIELD.
5. MEAN HIGH WATER LINE INFORMATION TAKEN FROM CLARY & ASSOCIATES, INC. FILES R9-15C, DATED: JULY 7, 2005, REVISED: 11-17-05 & 14S-501, SHEETS 1, 4, & 5, DATED: DECEMBER 27, 2000, REVISED: 3-28-2001.
6. THIS DEVELOPMENT SHALL COMPLY WITH THE BARTRAM PARK DRI AND DEVELOPMENT ORDER.
7. DEVELOPMENT EDGE AND SCENIC EDGE REQUIRED, SEE PLAN.
8. STOCKPILE AND EMERGENCY ALTERNATE ACCESS LOCATIONS WILL BE DEPICTED ON CONSTRUCTION PLANS.
9. ALL THE FACILITIES AND ELEMENTS OF THE SITE (INCLUDING ACCESSIBLE ROUTES AND PARKING) SHALL MEET THE REQUIREMENTS OF THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION (FACBC), ADOPTED PURSUANT TO SECTION 553.503, FLORIDA STATUTES AND BASED ON THE ADA STANDARDS FOR ACCESSIBLE DESIGN AND THE FAIR HOUSING ACT, IF APPLICABLE.
10. RIGHT AND LEFT TURN LANES SHALL BE PROVIDED AT ALL PROJECT ENTRANCES FROM RACETRACK ROAD CONSISTENT WITH LAND DEVELOPMENT CODE.
11. LOT NUMBERS ARE ONLY SHOWN FOR LOTS WHICH HAVE EITHER BEEN PLATTED OR ARE IN THE PROCESS OF GETTING PLATTED.

LEGEND

- JURISDICTIONAL WETLANDS
- CELLULAR TOWER FALL ZONE
- WETLAND IMPACTS
- 25' UNDISTURBED UPLAND BUFFER AVERAGE (MIN. 10')
- 50' UNDISTURBED UPLAND BUFFER AVERAGE (MIN. 25') (ALONG DURBIN CREEK)
- 4' SIDEWALK
- 6' SIDEWALK
- 10' MULTI-USE PATH
- BUFFER LINE
- 25' UPLAND BUFFER BUILDING SETBACK LINE
- DEVELOPMENT EDGE

THE MASTER DEVELOPMENT PLAN MAP IS A GENERAL REPRESENTATION OF THE APPROVED PLAN OF DEVELOPMENT. FINAL CONSTRUCTION & ENGINEERING PLANS MUST DEMONSTRATE COMPLIANCE WITH ALL REQUIREMENTS OF THE PUD/PRD & OTHER APPLICABLE LAND DEVELOPMENT REGULATIONS.

APPROVED: _____

DATE: _____

ORDINANCE NUMBER: _____

FILE NUMBER: _____

PROJECT SUMMARY

1. STANDARD LOT & SETBACKS

MINIMUM LOT AREA:	8,000 S.F.
MINIMUM LOT WIDTH:	68'
MINIMUM FRONT SETBACK:	20'
MINIMUM REAR SETBACK:	10'
MINIMUM SIDE SETBACK:	5'
MINIMUM SIDE STREET SETBACK:	16'
AVERAGE UPLAND BUFFER (SEE PLAN)	25' & 50'
MINIMUM BUILDING SETBACK FROM BUFFER	25'

2. AREA SUMMARY

	CELESTINA	OVERALL
TOTAL AREA=	587.12	638.64± AC.
WETLAND TOTAL=	224.35	257.2± AC.
WETLAND IMPACTS=	9.60	11.2± AC.
WETLAND PRESERVED=	214.75	246.0± AC.
DEVELOPABLE AREA=		392.64± AC.
OPEN SPACE=	294.02	300.00± AC.
RECREATION/CIVIC SPACE (646 UNITS)= 12.14 REQUIRED		7.88± AC.
A MINIMUM OF 4.5 AC. SHALL BE IN COMMUNITY PARK		
ROW RESERVATION=		23.47± AC.

3. STRUCTURES SHALL NOT EXCEED 35' IN HEIGHT.
4. PROJECT IDENTIFICATION SIGNAGE & MONUMENTATION SHALL COMPLY WITH THE PUD.
5. BASED ON ST. JOHNS COUNTY FEMA PANEL 12109C0160H, PROJECT SITE IS WITHIN THE 100 YR. FLOOD PLAIN ZONE "AE"&"X".
6. PROJECT SHALL INCLUDE A 75' SCENIC EDGE ALONG RACETRACK RD. RIGHT-OF-WAY.
7. TOTAL UNITS = 646 SINGLE FAMILY LOTS

PLANS PREPARED UNDER THE DIRECTION OF:

REVISIONS:

PLOTTED: July 19, 2018 - 10:41 AM, BY: Al Dreher

ETM NO. 13-125 | DRAWN BY: A.G.D. | DESIGNED BY: C.M. | CHECKED BY: C.M. | DATE: OCTOBER 2017

England-Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, FL 32258
TEL: (904) 642-8990
FAX: (904) 646-9485
CA - 00002584 LC - 0000316

ETM
VISION • EXPERIENCE = RESULTS

MASTER DEVELOPMENT PLAN
EXHIBIT C

BARTRAM PARK
FOR CALATLANTIC HOMES
ST. JOHNS COUNTY, FLORIDA

DRAWING NUMBER
1

F:\00-236\00-236-85\00-236-85-003\Planning\Applications\Site Plan\00-236-85-003-MDP-2018-07-19.dwg

ENTITLEMENT TRANSFER MAP

NOTES:

1. SQUARE FOOTAGE /UNITS ARE NOT PARCEL SPECIFIC

2. COMMERCIAL SQUARE FOOTAGE TRANSFERS FROM ST JOHNS COUNTY PARCELS TO RESIDENTIAL ST JOHNS COUNTY PARCELS

Old St Augustine Rd

95

9B

DUVAL COUNTY

ST JOHNS COUNTY

BARTRAM PARK DRI

CELESTINA PUD (PART OF BARTRAM PARK DRI)

Race Track Rd

53

52

RECEIVING RESIDENTIAL PARCELS

Longleaf Pine Pkwy

BARTRAM PARK DRI

DUVAL COUNTY

ST JOHNS COUNTY

27

46

32

42 43 44

SENDING COMMERCIAL PARCELS ST JOHNS COUNTY

1 inch = 3,000 feet

ATTACHMENT 3
TRAFFIC STUDY & CONVERSION MATRIX TABLE

Table 1 (Revised Table 21-4)
Bartram Park Year 2015 (15 Year Full Build-Out Cunulative Trip Generation for Revised Land Plan Dated July 29, 1999)

Land Use Group	ITE Code	Bartram Park Parcel #	Jurisdiction	DRI TAZ	JUATS TAZ	Land Use	Build-Out Quantity	Units	Total Daily	% Pass-By	Pass-By Daily	Non Pass-By Daily	% Internal	Internal Daily	External Daily	Total PM Peak	% Pass-By	Pass-By PM Peak	Non Pass-By PM Peak	% Internal	Internal PM Peak	External PM Peak			Group Non Pass-by PM Group % PM
																						Total	Entering	Exiting	
Residential	210	Eastern 35	Jacksonville	15	854	Single Family	198	DU's	1,943	0.00%	0	1,943	10.67%	207	1,736	199	0.00%	0	199	10.67%	21	178	114	64	3,705
	210	Western 35	Jacksonville	16	855	Single Family	1,462	DU's	12,229	0.00%	0	12,229	13.84%	1,692	10,537	1,204	0.00%	0	1,204	13.84%	167	1,037	664	373	29.55%
	220	6,7,11	Jacksonville	3	842	Multi-Family	934	DU's	5,733	0.00%	0	5,733	14.60%	837	4,896	524	0.00%	0	524	14.60%	77	447	299	148	
	220	12,13,14	Jacksonville	5	844	Multi-Family	1,197	DU's	7,309	0.00%	0	7,309	18.11%	1,324	5,985	666	0.00%	0	666	18.11%	121	545	365	180	
	220	21,23	Jacksonville	8	847	Multi-Family	681	DU's	4,216	0.00%	0	4,216	20.94%	883	3,333	387	0.00%	0	387	20.94%	81	306	205	101	
	220	26	Jacksonville	10	849	Multi-Family	276	DU's	1,788	0.00%	0	1,788	18.10%	324	1,464	168	0.00%	0	168	18.10%	30	138	92	46	
	220	39,40	Jacksonville	15	854	Multi-Family	540	DU's	3,371	0.00%	0	3,371	0.00%	0	3,371	311	0.00%	0	311	0.00%	0	311	208	103	
	310	4	Jacksonville	13	841	Hotel	234	Rooms	1,725	0.00%	0	1,725	2.40%	41	1,684	128	0.00%	0	128	11.90%	15	113	55	58	
	310	31, 32	Jacksonville	13	852	Hotel	220	Rooms	1,600	0.00%	0	1,600	2.40%	38	1,562	118	0.00%	0	118	2.40%	3	115	56	59	
Office/ Institutional	520	37	Jacksonville	14	853	Elem. School	788	Students	758	0.00%	0	758	17.18%	130	628	7	0.00%	0	7	17.18%	1	6	2	4	5,000
	710	8,9,10	Jacksonville	4	843	General Office	1,170,580	GSF	8,779	0.00%	0	8,779	11.13%	977	7,802	1,392	0.00%	0	1,392	11.13%	155	1,237	210	1,027	39.88%
	710	16,17,19	Jacksonville	6	845	General Office	486,376	GSF	4,472	0.00%	0	4,472	15.13%	677	3,795	625	0.00%	0	625	15.13%	95	530	90	440	
	710	20,22,24	Jacksonville	7	846	General Office	763,786	GSF	6,325	0.00%	0	6,325	14.07%	890	5,435	935	0.00%	0	935	14.07%	132	803	137	666	
	710	25, 26	90% Jax 10% SJC	9	848	General Office	1,028,311	GSF	7,947	0.00%	0	7,947	11.67%	927	7,020	1,232	0.00%	0	1,232	11.67%	144	1,088	185	903	
	710	45	Jacksonville	17	856	General Office	650,769	GSF	5,593	0.00%	0	5,593	0.00%	0	5,593	809	0.00%	0	809	0.00%	0	809	138	671	
Commercial	820	1,2,3,5	Jacksonville	1	840	Commercial	467,324	GLSF	18,371	24.83%	4562	13,809	11.84%	1,635	12,174	1,737	24.83%	431	1,306	11.84%	155	1,151	552	599	3,833
	820	18	Jacksonville	6	845	Commercial	45,375	GLSF	4,101	41.29%	1693	2,408	15.14%	365	2,043	373	41.29%	154	219	15.14%	33	186	89	97	30.57%
	820	27,28	St. Johns	11	850	Commercial	142,544	GLSF	8,562	35.08%	3004	5,558	12.63%	702	4,856	793	35.08%	278	515	12.63%	65	450	216	234	
	820	30,33,34	85% Jax 15% SJC	12	851	Commercial	89,633	GLSF	6,353	28.60%	1817	4,536	2.76%	125	4,411	584	28.60%	167	417	2.76%	12	405	194	211	
	820	41,42,43,44	20% Jax 80% SJC	14	853	Commercial	288,028	GLSF	13,458	16.40%	2207	11,251	17.18%	1,933	9,318	1,262	16.40%	207	1,055	17.18%	181	874	420	454	
	820	38	Jacksonville	18	857	Commercial	81,111	GLSF	5,958	41.34%	2463	3,495	0.00%	0	3,495	547	41.34%	226	321	0.00%	0	321	154	167	
	Totals								***130,591***	***12.06%***	***15,746***	***114,845***	***11.94%***	***13,707***	***101,138***	***14,001***	***10.45%***	***1,463***	***12,538***	***11.87%***	***1,488***	***11,050***	***4,445***	***6,605***	***100.00%***

Land Ust Totals at Build-out		
Land Use	Build-Out Quantity	Units
Single Family	1,660	DU's
Multi-Family	3,628	DU's
Hotel	454	Rooms
Elem. School	788	Students
General Office	4,099,822	GSF
Commercial	1,114,015	GLSF

Non Pass-by Daily Trips by Origin			
TAZ	Total	Jax	St Johns
840	13,809	13,809	
841	1,725	1,725	
842	5,733	5,733	
843	8,779	8,779	
844	7,309	7,309	
845	6,880	6,880	
846	6,325	6,325	
847	4,216	4,216	
848	7,947	7,601	346
849	1,788	1,788	
850	5,558		5,558
851	4,536	3,945	591
852	1,600	1,600	
853	12,009	3,334	8,675
854	5,314	5,314	
855	12,229	12,229	
856	5,593	5,593	
857	3,495	3,495	
Total	114,845	99,675	15,170
		86.79%	13.21%

Non Pass-by Peak Hour Trips by Origin			
TAZ	Total	Jax	St Johns
840	1,306	1,306	
841	128	128	
842	524	524	
843	1,392	1,392	
844	666	666	
845	844	844	
846	935	935	
847	387	387	
848	1,232	1,178	54
849	168	168	
850	515		515
851	417	363	54
852	118	118	
853	1,062	257	805
854	510	510	
855	1,204	1,204	
856	809	809	
857	321	321	
Total	12,538	11,110	1,428
		88.61%	11.39%

Table 2 (Revised Table 21-4)
Bartram Park - Full Build-Out Cunulative Trip Generation for Existing Development Rights

Land Use Group	ITE Code	Bartram Park Parcel #	Jurisdiction	DRI TAZ	JUATS TAZ	Land Use	Build-Out Quantity	Units	Total Daily	% Pass-By	Pass-By Daily	Non Pass-By Daily	% Internal	Internal Daily	External Daily	Total PM Peak	% Pass-By	Pass-By PM Peak	Non Pass-By PM Peak	% Internal	Internal PM Peak	External PM Peak			Group Non Pass-by PM Group % PM
																						Total	Entering	Exiting	
Residential	210	Eastern 35	Jacksonville	15	854	Single Family	198	DU's	1,943	0.00%	0	1,943	10.67%	207	1,736	199	0.00%	0	199	10.67%	21	178	114	64	6,447
	210	Western 35	Jacksonville	16	855	Single Family	1,462	DU's	12,229	0.00%	0	12,229	13.84%	1,692	10,537	1,204	0.00%	0	1,204	13.84%	167	1,037	664	373	48.95%
	210	19, 23, 25	Jacksonville	8, 9	847, 848	Single Family	1,156	DU's	9,853	0.00%	0	9,853	13.84%	1,364	8,489	974	0.00%	0	974	13.84%	135	839	537	302	
	210	47,48,49, 50	Jacksonville	N/A	N/A	Single Family	468	DU's	4,288	0.00%	0	4,288	13.84%	593	3,695	431	0.00%	0	431	0.00%	0	431	276	155	
	210	50, 52, 53, 54	St. Johns	N/A	N/A	Single Family	616	DU's	5,521	0.00%	0	5,521	13.84%	764	4,757	552	0.00%	0	552	0.00%	0	552	353	199	
	220	6,7,11	Jacksonville	3	842	Multi-Family	1,200	DU's	7,327	0.00%	0	7,327	14.60%	1,070	6,257	668	0.00%	0	668	14.60%	98	570	382	188	
	220	12,13,14	Jacksonville	5	844	Multi-Family	1,327	DU's	8,088	0.00%	0	8,088	18.11%	1,465	6,623	737	0.00%	0	737	18.11%	133	604	405	199	
	220	21,23	Jacksonville	8	847	Multi-Family	865	DU's	5,319	0.00%	0	5,319	20.94%	1,114	4,205	487	0.00%	0	487	20.94%	102	385	258	127	
	220	26	Jacksonville	10	849	Multi-Family	823	DU's	5,067	0.00%	0	5,067	18.10%	917	4,150	464	0.00%	0	464	18.10%	84	380	255	125	
	220	39,40	Jacksonville	15	854	Multi-Family	985	DU's	6,038	0.00%	0	6,038	0.00%	0	6,038	552	0.00%	0	552	0.00%	0	552	370	182	
	310	4	Jacksonville	13	841	Hotel	234	Rooms	1,725	0.00%	0	1,725	2.40%	41	1,684	128	0.00%	0	128	11.90%	15	113	55	58	
	310	31, 32	Jacksonville	13	852	Hotel	110	Rooms	616	0.00%	0	616	2.40%	15	601	51	0.00%	0	51	2.40%	1	50	25	25	
Office/ Institutional	520	37	Jacksonville	14	853	Elem. School	788	Students	758	0.00%	0	758	17.18%	130	628	7	0.00%	0	7	17.18%	1	6	2	4	2,272
	710	8,9,10	Jacksonville	4	843	General Office	425,850	GSF	4,038	0.00%	0	4,038	11.13%	449	3,589	557	0.00%	0	557	11.13%	62	495	84	411	17.25%
	710	16,17,19	Jacksonville	6	845	General Office	382,365	GSF	3,718	0.00%	0	3,718	15.13%	563	3,155	508	0.00%	0	508	15.13%	77	431	73	358	
	710	20,22,24	Jacksonville	7	846	General Office	361,768	GSF	3,563	0.00%	0	3,563	14.07%	501	3,062	485	0.00%	0	485	14.07%	68	417	71	346	
	710	27,28	St. Johns	9	848	General Office	44,830	GSF	717	0.00%	0	717	11.67%	84	633	130	0.00%	0	130	11.67%	15	115	20	95	
	710	45	Jacksonville	17	856	General Office	450,769	GSF	4,218	0.00%	0	4,218	0.00%	0	4,218	585	0.00%	0	585	0.00%	0	585	99	486	
Commercial	820	1,2,3,5	Jacksonville	1	840	Commercial	467,324	GLSF	18,371	24.83%	4562	13,809	11.84%	1,635	12,174	1,737	24.83%	431	1,306	11.84%	155	1,151	552	599	4,451
	820	18	Jacksonville	6	845	Commercial	311,983	GLSF	14,168	41.29%	5850	8,318	15.14%	1,259	7,059	1,331	41.29%	550	781	15.14%	118	663	318	345	33.80%
	820	27,28	St. Johns	11	850	Commercial	162,248	GLSF	9,305	35.08%	3264	6,041	12.63%	763	5,278	864	35.08%	303	561	12.63%	71	490	235	255	
	820	30,33,34	85% Jax 15% SJC	12	851	Commercial	92,758	GLSF	6,495	28.60%	1858	4,637	2.76%	128	4,509	598	28.60%	171	427	2.76%	12	415	199	216	
	820	41,42,43,44	20% Jax 80% SJC	14	853	Commercial	288,028	GLSF	13,458	16.40%	2207	11,251	17.18%	1,933	9,318	1,262	16.40%	207	1,055	17.18%	181	874	420	454	
	820	38	Jacksonville	18	857	Commercial	81,111	GLSF	5,958	41.34%	2463	3,495	0.00%	0	3,495	547	41.34%	226	321	0.00%	0	321	154	167	
	Totals								***152,781***	***13.22%***	***20,204***	***132,577***	***12.59%***	***16,687***	***115,890***	***15,058***	***12.54%***	***1,888***	***13,170***	***11.51%***	***1,516***	***11,654***	***5,921***	***5,733***	***100.00%***

Land Ust Totals at Build-out

Land Use	Build-Out Quantity	Units
Single Family	3,900	DU's
Multi-Family	5,200	DU's
Hotel	344	Rooms
Elem. School	788	Students
General Office	1,665,582	GSF
Commercial	1,403,452	GLSF

Non Pass-by Daily Trips by Origin

TAZ	Total	Jax	St Johns
840	13,809	13,809	
841	1,725	1,725	
842	7,327	7,327	
843	4,038	4,038	
844	8,088	8,088	
845	12,036	12,036	
846	3,563	3,563	
847	5,319	5,319	
848	9,853	9,853	
849	5,067	5,067	
850	6,041		6,041
851	4,637	3,945	692
852	616	616	
853	12,009	3,334	8,675
854	7,981	7,981	
855	12,229	12,229	
856	4,218	4,218	
857	3,495	3,495	
N/A	9,809	9,386	423
Total	131,860	116,029	15,408
		87.99%	11.69%

Non Pass-by Peak Hour Trips by Origin

TAZ	Total	Jax	St Johns
840	1,306	1,306	
841	128	128	
842	668	668	
843	557	557	
844	737	737	
845	1,289	1,289	
846	485	485	
847	487	487	
848	974	974	
849	464	464	
850	561		561
851	427	363	64
852	51	51	
853	1,062	257	805
854	751	751	
855	1,204	1,204	
856	585	585	
857	321	321	
N/A	983	940	43
Total	13,040	11,567	1,430
		88.70%	10.97%

Table 3 (Revised Table 21-4)
Bartram Park - Full Build-Out Cunulative Trip Generation for 2018 NOPC

Land Use Group	ITE Code	Bartram Park Parcel #	Jurisdiction	DRI TAZ	JUATS TAZ	Land Use	Build-Out Quantity	Units	Total Daily	% Pass-By	Pass-By Daily	Non Pass-By Daily	% Internal	Internal Daily	External Daily	Total PM Peak	% Pass-By	Pass-By PM Peak	Non Pass-By PM Peak	% Internal	Internal PM Peak	External PM Peak			Group Non Pass-by PM Group % PM
																						Total	Entering	Exiting	
Residential	210	Eastern 35	Jacksonville	15	854	Single Family	198	DU's	1,943	0.00%	0	1,943	10.67%	207	1,736	199	0.00%	0	199	10.67%	21	178	114	64	6,472
	210	Western 35	Jacksonville	16	855	Single Family	1,462	DU's	12,229	0.00%	0	12,229	13.84%	1,692	10,537	1,204	0.00%	0	1,204	13.84%	167	1,037	664	373	49.16%
	210	19, 23, 25	Jacksonville	8, 9	847, 848	Single Family	1,156	DU's	9,853	0.00%	0	9,853	13.84%	1,364	8,489	974	0.00%	0	974	13.84%	135	839	537	302	
	210	47,48,49, 50	90% Jax 10% SJC	N/A	N/A	Single Family	468	DU's	4,288	0.00%	0	4,288	13.84%	593	3,695	431	0.00%	0	431	0.00%	0	431	276	155	
	210	50, 52, 53, 54	St. Johns	N/A	N/A	Single Family	646	DU's	5,768	0.00%	0	5,768	13.84%	798	4,970	577	0.00%	0	577	0.00%	0	577	369	208	
	220	6,7,11	Jacksonville	3	842	Multi-Family	1,200	DU's	7,327	0.00%	0	7,327	14.60%	1,070	6,257	668	0.00%	0	668	14.60%	98	570	382	188	
	220	12,13,14	Jacksonville	5	844	Multi-Family	1,327	DU's	8,088	0.00%	0	8,088	18.11%	1,465	6,623	737	0.00%	0	737	18.11%	133	604	405	199	
	220	21,23	Jacksonville	8	847	Multi-Family	865	DU's	5,319	0.00%	0	5,319	20.94%	1,114	4,205	487	0.00%	0	487	20.94%	102	385	258	127	
	220	26	Jacksonville	10	849	Multi-Family	823	DU's	5,067	0.00%	0	5,067	18.10%	917	4,150	464	0.00%	0	464	18.10%	84	380	255	125	
	220	39,40	Jacksonville	15	854	Multi-Family	985	DU's	6,038	0.00%	0	6,038	0.00%	0	6,038	552	0.00%	0	552	0.00%	0	552	370	182	
	310	4	Jacksonville	13	841	Hotel	234	Rooms	1,725	0.00%	0	1,725	2.40%	41	1,684	128	0.00%	0	128	11.90%	15	113	55	58	
	310	31, 32	Jacksonville	13	852	Hotel	110	Rooms	616	0.00%	0	616	2.40%	15	601	51	0.00%	0	51	2.40%	1	50	25	25	
Office/ Institutional	520	37	Jacksonville	14	853	Elem. School	788	Students	758	0.00%	0	758	17.18%	130	628	7	0.00%	0	7	17.18%	1	6	2	4	2,247
	710	8,9,10	Jacksonville	4	843	General Office	425,850	GSF	4,038	0.00%	0	4,038	11.13%	449	3,589	557	0.00%	0	557	11.13%	62	495	84	411	17.07%
	710	16,17,19	Jacksonville	6	845	General Office	382,365	GSF	3,718	0.00%	0	3,718	15.13%	563	3,155	508	0.00%	0	508	15.13%	77	431	73	358	
	710	20,22,24	Jacksonville	7	846	General Office	361,768	GSF	3,563	0.00%	0	3,563	14.07%	501	3,062	485	0.00%	0	485	14.07%	68	417	71	346	
	710	27,28	St. Johns	9	848	General Office	22,830	GSF	427	0.00%	0	427	11.67%	50	377	105	0.00%	0	105	11.67%	12	93	16	77	
	710	45	Jacksonville	17	856	General Office	450,769	GSF	4,218	0.00%	0	4,218	0.00%	0	4,218	585	0.00%	0	585	0.00%	0	585	99	486	
Commercial	820	1,2,3,5	Jacksonville	1	840	Commercial	467,324	GLSF	18,371	24.83%	4562	13,809	11.84%	1,635	12,174	1,737	24.83%	431	1,306	11.84%	155	1,151	552	599	4,447
	820	18	Jacksonville	6	845	Commercial	311,983	GLSF	14,168	41.29%	5850	8,318	15.14%	1,259	7,059	1,331	41.29%	550	781	15.14%	118	663	318	345	33.78%
	820	27,28	St. Johns	11	850	Commercial	160,620	GLSF	9,245	35.08%	3243	6,002	12.63%	758	5,244	858	35.08%	301	557	12.63%	70	487	234	253	
	820	30,33,34	85% Jax 15% SJC	12	851	Commercial	92,758	GLSF	6,495	28.60%	1858	4,637	2.76%	128	4,509	598	28.60%	171	427	2.76%	12	415	199	216	
	820	41,42,43,44	20% Jax 80% SJC	14	853	Commercial	288,028	GLSF	13,458	16.40%	2207	11,251	17.18%	1,933	9,318	1,262	16.40%	207	1,055	17.18%	181	874	420	454	
	820	38	Jacksonville	18	857	Commercial	81,111	GLSF	5,958	41.34%	2463	3,495	0.00%	0	3,495	547	41.34%	226	321	0.00%	0	321	154	167	
	Totals								***152,678***	***13.22%***	***20,183***	***132,495***	***12.59%***	***16,682***	***115,813***	***15,052***	***12.53%***	***1,886***	***13,166***	***11.48%***	***1,512***	***11,654***	***5,932***	***5,722***	***100.00%***

Land Ust Totals at Build-out

Land Use	Build-Out Quantity	Units
Single Family	3,930	DU's
Multi-Family	5,200	DU's
Hotel	344	Rooms
Elem. School	788	Students
General Office	1,643,582	GSF
Commercial	1,401,824	GLSF

Non Pass-by Daily Trips by Origin

TAZ	Total	Jax	St Johns
840	13,809	13,809	
841	1,725	1,725	
842	7,327	7,327	
843	4,038	4,038	
844	8,088	8,088	
845	12,036	12,036	
846	3,563	3,563	
847	5,319	5,319	
848	9,853	9,853	
849	5,067	5,067	
850	6,002		6,002
851	4,637	3,945	692
852	616	616	
853	12,009	3,334	8,675
854	7,981	7,981	
855	12,229	12,229	
856	4,218	4,218	
857	3,495	3,495	
N/A	10,056	9,633	423
Total	132,068	116,276	15,369
		88.04%	11.64%

Non Pass-by Peak Hour Trips by Origin

TAZ	Total	Jax	St Johns
840	1,306	1,306	
841	128	128	
842	668	668	
843	557	557	
844	737	737	
845	1,289	1,289	
846	485	485	
847	487	487	
848	974	974	
849	464	464	
850	557		557
851	427	363	64
852	51	51	
853	1,062	257	805
854	751	751	
855	1,204	1,204	
856	585	585	
857	321	321	
N/A	1,008	965	43
Total	13,061	11,592	1,426
		88.75%	10.92%

Table 3 - Bartram Park DRI Land Use Conversion Matrix

					Converting From				
	ITE Land Use Code	Description	Unit		210 Single Family	220 Multi Family	310 Hotel	710 Office	820 Commercial
					DU	DU	Room	1,000 sf	1,000 sf
				Trip Rate	0.7319	0.4815	0.6059	1.0896	3.0404
Converting	210	Single Family	DU	0.7319	1.000	0.658	0.828	1.489	4.154
	220	Multi Family	DU	0.4815	1.520	1.000	1.258	2.263	6.314
	310	Hotel	Room	0.6059	1.208	0.795	1.000	1.798	5.018
	710	Office	1,000 sf	1.0896	0.672	0.442	0.556	1.000	2.790
	820	Commerical	1,000 sf	3.0404	0.241	0.158	0.199	0.358	1.000

Examples:

Converting 20,000 sf of office to single family residential
10 x 1.489 = 14.89 or 15 single family dwelling units

Converting 7,184 sf of commercial to single family residential
7.184 x 4.154 = 29.84 or 30 single family dwelling units

Converting 10,000 sf of office to commercial
10 x = 0.358 or 3,580 square feet of office space

ATTACHMENT 4

NORTHWEST SECTOR COMMUNITY MEETING

St. Johns County Growth Management Department
Planning & Zoning Section
4040 Lewis Speedway
St. Augustine, Florida 32084
Phone: 904 209-0675 Fax: 904 209-0576 E-mail:
plandept@sjcfl.us

COMMUNITY MEETING NOTICING AFFIDAVIT

Date: October 23, 2018

I hereby certify that the Community Planning Public Participation Meeting noticing procedures outlined in Development Review Manual Section 33, and as required by Comprehensive Plan Policy A.2.1.7, have been properly completed for application number DRI MOD 2018-02, COMPANY for a Community Meeting held on October 17, 2018 . I understand that the Community Meeting must be held at least 15 days prior to the Planning and Zoning Agency hearing, and that this affidavit must be completed and returned within three business days of the community meeting with a summary of the discussion or the item may be continued to the next available hearing date.

Notice Requirement	Date and Initials
☒ **Adjacent Property Owner Notice sent 15 days prior to scheduled meeting**	EAS 09/10/18
☒ **Sign(s) Posted 15 days prior to scheduled meeting**	EAS 09/18/18
☒ **Published Notice with copy to Planning and Zoning 15 days prior to scheduled meeting**	EAS 09/28/18
☒ **Signs posted at location meeting**	EAS 10/17/18
☐ **Flyers posted within Northwest sector** (optional)	

Applicant Signature

October 23, 2018
Date

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 23rd day of October 20 18

By Ellen Avery-Smith, Esq. (name of person acknowledging).

(NOTARY SEAL)

VICKY L. WILLIAMS
Commission # GG 020837
Expires October 25, 2020
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Signature

Vicky L. Williams
Name of Notary - Typed, printed or stamped

Personally known XX OR Produced Identification ____

Type of Identification Produced: ____

ETM

VISION • EXPERIENCE • RESULTS

MEMORANDUM

TO: Teresa Bishop, Long Range Planning Manager

FROM: Lindsay Haga, AICP, ETM

Cc: Ellen Avery-Smith, Rogers Towers

RE: Bartram Park Development of Regional Impact Modification, Comprehensive Plan Amendment and Planned Unit Development Modification/ Northwest Sector Community Participation meeting summary

JOB: 00-236-85003

DATE: 10/23/2018

Standard Pacific of Florida and Bannon Development, Inc, collectively are the Owners and Developers, of the Bartram Park Development of Regional Impact and the Celestina Planned Unit Development and is the applicant for modifications to the DRI, PUD and a proposed Comprehensive Plan Amendment (COMPAMD) to change the associated residential density text policy. The purpose of all three applications is to recognize the conversion of non residential square footage space to yield 30 residential dwelling units within the Celestina Planned Unit Development.

Ellen Avery Smith and I represented the Owner at a community meeting on the referenced applications held at 6pm on October 17, 2018 at the St. Johns County Service Center, Multipurpose Room 115, 725 Flora Branch Boulevard, St. Johns Florida, 32259. A sign in sheet from the meeting is attached to this memorandum. Two residents attended the meeting.

The residents live in the adjacent neighborhood and wanted information about the proposed changes as it relates to the location of lots and the buffer which exists along the western edge of the Celestina project boundary. The project team explained the three application types, sharing a graphic displaying the sending area of commercial square footage and the receiving area of the residential units within the overall DRI and Celestina project. The team presented a Master Development Plan map of Celestina to use as a guide, showing where the additional 30 lots would be added and confirming the minimum lot size required and remaining unchanged in the PUD ordinance. The residents posed three questions: 1) will there be a continuous wall along the shared boundary line? Or will each lot owner install a wall/fence? 2) what will be the style of homes along the shared boundary line (i.e. is it the same five options offered now within Celestina); and 3) what is the timeline of homes sales for these two areas? The project team noted the questions and will coordinate with the builder to prepare for the hearing schedule.

One resident shared comments about the grade change between Celestina which appears higher than his lot and asked about the existing tree line. The project team gave the MDP map to the residents for further study.

The project team summarized the development proposal sharing the applications include an additional payment of $19,256 per unit to mitigate school concurrency.

The meeting began at 6pm and ended about 6:40pm.

England-Thims & Miller, Inc.
14775 Old St. Augustine Road, Jacksonville, Florida 32258
Phone: (904) 642-8990 • Fax: (904) 646-9485 • http://www.etminc.com

COMMUNITY MEETING FOR
BARTRAM PARK DRI MOD (2018-02)
COMPAMD (2017-05) and MAJMOD (2017-22)
WEDNESDAY, OCTOBER 17, 2018 AT 6:00 P.M.

St. Johns County Service Center – Julington Creek Branch
725 Flora Branch Boulevard, Jacksonville, Florida 32259

Name (Please Print)	Address	E-Mail
Susan Sharpe	1956 E Windy Way St Johns FL	ssharpy3@caroline.net
Brian Hays	1952 E Windy Way St. Johns FL	brianhays13@gmail.com

THANK YOU FOR ATTENDING TONIGHT'S COMMUNITY MEETING.

ATTACHMENT 5
CITED COMPREHENSIVE PLAN
POLICY A.1.11.1(M)(8)(L)

shall be provided and may be shared throughout the Commerce Park Property.

(iii) Cohesive design themes shall be included within the Commerce Park Property to ensure consistency and compatibility of the development and to enhance the viewshed of the Commerce Park Property along Interstate 95 and other major roadways. Such design themes shall at a minimum include building facades, landscaping, signage, parking-area design, and similar development techniques.

(iv) When feasible, large parking fields shall be placed behind buildings to minimize views of large paved parking areas from major roadways. Where large parking fields are necessary and are in view of major roadways, enhanced landscaping including, but not limited to, additional canopy trees shall be incorporated into the parking lot designs.

(v) Commerce Park Property shall be designed to avoid impacts to the wetland strand located in the center of the property.

(k) The property known as Heritage Oaks at St Johns, legally described in Ordinance 2014-8 (the "Ordinance") assigned a Residential C Future Land Use designation under the Ordinance. The gross development of said property shall not exceed 99 residential dwelling units. Proposed changes to increase the allowed development of the subject property are subject to the provisions of Chapter 163, Florida Statues, regarding large scale amendment of the Comprehensive Plan.

(l) The property known as Bartram Park Planned Unit Development ("PUD"), containing approximately 582 acres as legally described in Ordinance No. 2014-16, is assigned a Residential B Future Land Use Map designation and is limited to a maximum of 616 dwelling units. Proposed changes to increase the allowed density of the Bartram Park PUD property are subject to the provisions of Chapter 163, Florida Statutes, regarding large-scale amendments to the Comprehensive Plan.

(m) The property known as Valencia Apartments legally described in Ordinance 2014-32 (the “Ordinance”) is

3	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

2/19/2019

BCC MEETING DATE

TO: **Michael D. Wanchick, County Administrator** **DATE:** **January 25, 2019**

FROM: **Bradley Bulthuis, Senior Assistant County Attorney** **PHONE:** **904 209-0563**

SUBJECT OR TITLE: **Second Reading of Foreclosure Registry Ordinance**

AGENDA TYPE: **Business Item, Ordinance, Public Hearing**

BACKGROUND INFORMATION:

At its January 15, 2019 meeting, the Board of County Commissioners heard the first reading of an ordinance providing for registration of defaulted and vacant properties, setting forth certain inspection requirements, establishing minimum security and maintenance standards for registrable properties, and provide for enforcement. During the meeting, members of the Board provided comment and direction to staff regarding the inclusion of abandoned property in the ordinance and possible revisions to requirement of a local property manager and adjustment of certain minimum property maintenance standards. A revised draft ordinance addressing these comments and direction is attached to this agenda item, as well as a redline identifying the changes from the first draft.

1. IS FUNDING REQUIRED? No **2. IF YES, INDICATE IF BUDGETED.** No

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE:

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to enact Ordinance 2019- _____ relating to defaulted or abandoned property.

For Administration Use Only:
Legal: BB 2/4/2019 **OMB: LF 2/5/2019** **Admin: DML 2/11/2019**

ORDINANCE 2019-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA RELATING TO DEFAULTED OR ABANDONED PROPERTY; MAKING FINDINGS OF FACT; PROVIDING FOR PURPOSE AND INTENT; PROVIDING DEFINITIONS; PROVIDING FOR APPLICABILITY AND JURISDICTION; ESTABLISHING A DEFAULTED AND ABANDONED PROPERTY REGISTRY; PROVIDING FOR THE INSPECTION AND REGISTRATION OF CERTAIN REAL PROPERTY BY OWNERS AND MORTGAGEES; PROVIDING FOR MAINTENANCE AND SECURITY REQUIREMENTS FOR REGISTRABLE PROPERTY; PROVIDING FOR PENALTIES AND ENFORCEMENT; PROVIDING SUPPLEMENTAL AUTHORITY; PROVIDING FOR THE ABATEMENT OF REAL PROPERTY CONSTITUTING A PUBLIC NUISANCE; PROVIDING FOR IMMUNITY OF ENFORCEMENT OFFICERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR MUNICIPAL OPT-IN PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, the St. Johns County Board of County Commissioners desires to protect the public health, safety, and welfare of the citizens of the County and maintain a high quality of life for the citizens of the County through the maintenance of structures and properties in the County; and

WHEREAS, the Board recognizes that properties with defaulted mortgages and properties that are subject to foreclosure action or foreclosed upon and vacant or abandoned properties located throughout the County lead to a decline in community and property value; create nuisances; lead to a general decrease in neighborhood and community aesthetic; create conditions that invite criminal activity; and foster an unsafe and unhealthy environment; and

WHEREAS, the Board has adopted certain property maintenance codes to regulate building standards for the exterior of structures and the condition of the property as a whole; and

WHEREAS, the Board recognizes that, in the best interest of the public health, safety, and welfare, a more regulated method is needed to discourage Registrable Property Owners and Mortgagees from allowing their properties to be abandoned, neglected, or left unsupervised; and

WHEREAS, the Board has a vested interest in protecting neighborhoods against decay caused by Registrable Property and concludes that it is in the best interests of the health, safety, and welfare of its citizens and residents to impose registration requirements of Registrable Property located within the County to discourage Registrable Property Owners and Mortgagees from allowing their properties to be abandoned, neglected, or left unsupervised; and

WHEREAS, the Board finds that the implementation of this ordinance will assist the County in protecting neighborhoods from the negative impact and conditions that occur as a result

of vacancy or abandonment, absentee ownership, and lack of compliance with existing St. Johns County regulations and laws.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY:

Section 1. Findings of Fact. The above recitals are true and correct and incorporated by reference into the body of this Ordinance and adopted as findings of fact.

Section 2. Title. This Ordinance shall be known as the St. Johns County Foreclosure Registration Ordinance.

Section 3. Purpose and Intent. It is the purpose and intent of the Board of County Commissioners of St. Johns County, Florida to establish a process to address the deterioration, crime, and decline in value of St. Johns County neighborhoods caused by property with Defaulted mortgages located within the County, and to identify, regulate, limit and reduce the number of these properties located within the County. It has been determined that Owner-occupied structures are generally better maintained when compared to vacant structures, even with a diligent off-site property Owner. Abandoned structures or structures owned by individuals who are economically strained and unable to meet their mortgage obligations are often not properly or diligently maintained, which contributes to blight and declined property values and has a negative impact on social perception of the residential areas in which the properties are located. It is the Board of County Commissioners' further intent to establish a registration program as a mechanism to help protect neighborhoods from becoming blighted through the lack of adequate maintenance of properties that are in Default or Abandoned.

Section 4. Definitions. The following words, terms, and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this Section 4, except where the context clearly indicates a different meaning.

Abandoned shall mean any property that is Vacant for more than thirty (30) days or for which any Utility or Service has been cancelled, disconnected, or discontinued for more than ten (10) days, whichever occurs first. Abandoned shall not mean property that is unoccupied or uninhabited by human beings while the occupants or inhabitants are temporarily away or that is not intended by the Owner to be left Vacant, provided that (a) the lack of occupancy or inhabitation does not exceed one hundred eighty (180) days; (b) the property is maintained in accordance with Section 8, below, and secured in accordance with Subsections 9.A and B, below; and (c) no other Evidence of Vacancy exists.

Board shall mean the Board of County Commissioners of St. Johns County, Florida.

County shall mean, depending on the context, either (a) the unincorporated area of St. Johns County, Florida, or (b) the government of St. Johns County, acting through the Board or the Board's designees.

Default and *Defaulted* shall mean a claim by the Mortgagee, or other lien holder, that the mortgagor has not complied with the terms of the mortgage on the property, or the promissory note, or other evidence of the debt, referred to in the mortgage.

Enforcement Officer shall mean any law enforcement officer, building official, zoning inspector, code enforcement officer, fire inspector, building inspector, or other person authorized by the County to enforce the applicable county codes or ordinances.

Evidence of Vacancy shall mean any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but are not limited to, overgrown or dead vegetation; past due Utility or Service notices or disconnected or discontinued Utilities or Services; accumulation of trash, junk, or debris; abandoned vehicles, auto parts or materials; the absence of furnishings or personal items consistent with habitation or occupancy; the presence of an unsanitary, stagnant swimming pool; the accumulation of newspapers, circulars, flyers, or mail; statements by neighbors, passers-by, delivery agents, or government agents that the property is vacant; and the presence of boards over doors, windows, or other openings in violation of applicable codes or ordinances.

Foreclosure and *Foreclosure Action* shall mean the legal process by which a Mortgagee, or other lien holder, terminates or attempts to terminate a property Owner's equitable right of redemption to obtain legal and equitable title to the Real Property pledged as security for a debt or the Real Property subject to the lien. The legal process is not concluded until the property obtained by the Mortgagee, lien holder, or their designee, by certificate of title, or any other means, is sold to a non-related bona fide purchaser in an arm's length transaction to satisfy the debt or lien.

Mortgagee shall mean the creditor, including, but not limited to, trustees; mortgage servicing companies; lenders in a mortgage agreement; any agent, servant, or employee of the creditor; any successor in interest; or any assignee of the creditor's rights, interests or obligations under the mortgage agreement; or any other person or entity with the legal right to foreclose on the Real Property, excluding governmental entities.

Owner shall mean any person, entity, or Mortgagee, who alone or severally with others, has legal or equitable title to any Real Property as defined by this Ordinance; has legal care, charge, or control of any such property; is in possession or control of any such property; and/or is vested with possession or control of any such property. The Property Manager shall not be considered the Owner.

Property Manager shall mean any party designated by the Mortgagee or Owner as responsible for inspecting, maintaining, and securing the property as required in this Ordinance.

Real Property shall mean any residential or commercial land and/or buildings, leasehold improvements and anything affixed to the land, or portion thereof, identified by a property parcel identification number, located within the County.

Registrable Property shall mean:

A. Any Real Property located in the County, whether Vacant, Abandoned, occupied, or inhabited, that is encumbered by a mortgage in Default, is subject to an ongoing Foreclosure Action by the Mortgagee, has been the subject of a Foreclosure Action by a Mortgagee and a judgment has been entered, or has been the subject of a Foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the Foreclosure and any properties transferred under a deed in lieu of foreclosure/sale. The designation of such a property as "Registrable" shall remain in place until such time as the property is sold to a non-related bona fide purchaser in an arm's length transaction or the Foreclosure Action has been dismissed and any Default on the mortgage has been cured; or

B. Any Real Property located in the County that is Abandoned.

Registry shall mean a list or database of real property records used by the County to allow Mortgagees the opportunity to register properties and pay applicable fees as required in this Ordinance.

Unimproved Lot shall mean any lot in its natural state.

Utilities and *Services* shall mean any utility or service that is essential for a building to be habitable or that performs a service necessary to comply with all St. Johns County codes and ordinances. This includes, but is not limited to, electrical, gas, water, and wastewater.

Vacant and *Vacancy* shall mean any parcel of land in the County that contains any building or structure that is not lawfully occupied or inhabited by human beings, as shown by Evidence of Vacancy.

Section 5. Applicability and Jurisdiction. This Ordinance applies to property within the unincorporated area of St. Johns County. This Ordinance shall not apply to any rights-of-way of municipal, county, state, or federal roads or highways; any property owned or under the control of any municipality, county, state, or federal government or agency thereof; or any Unimproved Lot.

Section 6. Establishment of a Registry. There shall be established a Registry cataloging each Registrable Property within the County and containing the information required by this Ordinance. The Registry may be web-based, and the County may contract with an entity to develop, operate, and maintain the Registry and collect applicable fees, and, if so, any reference to the Enforcement Officer herein shall include the entity the County may contract with for such purposes.

Section 7. Inspection and Registration of Defaulted Mortgage.

A. Any Mortgagee who holds a mortgage on Real Property located within the County shall perform an inspection of the property upon it being in Default or Defaulted by the mortgagor or prior to the issuance of a notice of Default.

B. Within ten (10) days of the date any Mortgagee declares its mortgage to be in Default or Defaulted, the Mortgagee shall register the Real Property with the Registry, and, at the time of registration, indicate whether the property is Vacant, and, if so, shall designate in writing a Property Manager to inspect, maintain and secure the Real Property subject to the mortgage in Default or Defaulted. The Property Manager shall be available for contact by the County between 8:00 a.m. and 5:00 p.m. on weekdays, except for recognized county holidays. A separate registration is required for each Registrable Property.

C. Any Owner of Abandoned Real Property located within the County shall, within ten (10) days after the property becomes Registrable, or within ten (10) days after assuming ownership of the property, whichever is later, register the Real Property with the Registry.

D. Initial registration pursuant to this Section 7 shall contain at a minimum the name and mailing address of the Owner or Mortgagee; the name, e-mail address, and telephone number of a contact person with the Owner or Mortgagee; and the name, mailing address, office address, e-mail address, and telephone number of the Property Manager, if one is required to be designated pursuant to Subsection 7.B, above.

E. At the time of initial registration and any renewal registration, each registrant shall pay a non-refundable registration fee for each Registrable Property in the amount established by the Board by resolution. Said fees shall be deposited to a special account, which account shall be for the purpose of implementation, administration, and enforcement of this Ordinance, county property maintenance ordinances, the Florida Building Code, and other related property codes and ordinances, and fulfilling the purpose and intent of this Ordinance. None of the funds provided for in this Section 7 shall be utilized for the legal defense of Foreclosure Actions.

F. Property inspected pursuant to Subsection 7.A, above, that remains in Default or Defaulted, shall be inspected every thirty (30) days by the Mortgagee or Mortgagee's designee. If an inspection shows a change in the property's Vacancy status, the Mortgagee shall, within ten (10) days of that inspection, update the Vacancy status of the property registration.

G. Registrations are valid for twelve (12) months from the date of initial registration. Renewal registrations and renewal registration fees are due on or before the expiration of the previous registration. Properties subject to this Ordinance shall remain subject to the annual registration requirement and the inspection, security, and maintenance standards of this Ordinance as long as the property remains Registrable.

H. If the Defaulted mortgage on a property is sold or transferred, or if there is a change of servicing company with respect to the Defaulted mortgage, the new Mortgagee is subject to all the terms of this Ordinance. Within ten (10) days of the transfer or the change of servicing company, the new Mortgagee shall register the property or update the existing registration and pay the registration fee. The previous Mortgagee(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Registrable Property.

I. If the Mortgagee sells or transfers the Registrable Property in a non-arm's length transaction to a related entity or person, the transferee is subject to all the terms of this Ordinance.

Within ten (10) days of the transfer, the transferee shall register the property or update the existing registration and pay the registration fee. Any and all previous unpaid fees, fines, and penalties, regardless of who the Mortgagee was at the time registration was required, including, but not limited to, unregistered periods during the Foreclosure process, are the responsibility of the transferee and are due and payable with the updated registration. The previous Mortgagee will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Registrable Property.

J. If a Registrable Property is not registered, or the registration fee is not paid, within thirty (30) days of when the registration and fee are required pursuant to this Section 7, a late fee equivalent to ten percent (10%) of the registration fee shall be charged for every thirty-day (30) period, or portion thereof, that the property is not registered and shall be due and payable with the registration. This subsection shall apply to the initial registration, renewal registrations, and required registrations by subsequent transferees, Owners and Mortgagees of the Registrable Property.

K. This Section 7 shall also apply to properties that have been the subject of a foreclosure sale where title is transferred to the Mortgagee, as well as any properties transferred to the Mortgagee under a deed in lieu of foreclosure or by any other legal means.

L. Failure of the Mortgagee and/or property Owner of record to properly register or to modify or update the registration to reflect a change of circumstances as required by this Ordinance is a violation of this Ordinance and shall be subject to enforcement by any enforcement means available to the County.

Section 8. Maintenance Requirements.

A. Registrable Property shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspaper circulars, flyers, notices (except those required by federal, state or local law), and discarded personal items including, but not limited to, furniture, clothing, large and small appliances, printed material, or any other items that give the appearance that the property is abandoned.

B. Registrable Property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.

C. Pools and spas on Registrable Property shall be maintained so the water remains free and clear of pollutants and debris and shall comply with applicable county codes and ordinances and the Florida Building Code, including, but not limited to, barrier requirements.

D. Failure of the Mortgagee, Owner, and transferees to properly maintain the property as required by this Section 8 is a violation of this Ordinance and may result in the issuance of a citation or notice of violation in accordance with Section 10, below.

E. In addition to the above, the property shall be kept and maintained in accordance with all applicable codes and ordinances of the County, including, but not limited to, the St. Johns County Property Maintenance Code (St. Johns County Ordinance 1994-49), the St. Johns County

Solid Waste Ordinance (St. Johns County Ordinance 2017-39), and the Standard Unsafe Building Abatement Code (St. Johns County Ordinance 2000-48), as each may be amended from time to time.

Section 9. Security Requirements.

A. Properties subject to this Ordinance shall be maintained in a secure manner so as not to be accessible to unauthorized persons.

B. A "secure manner" shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property or structure. Broken windows, doors, gates, and other openings of such size that may allow a child to access the interior of the property or structure must be repaired or sealed with solid sheathing consisting of one-inch boards or minimum one-half-inch exterior grade plywood or equivalent, securely nailed in place. Broken windows shall be secured by re-glazing of the window or by covering same with solid sheathing consisting of one-inch boards or minimum one-half-inch exterior grade plywood or equivalent, securely nailed in place. Where there is no window frame, or where the window frame is loose or defective, a sub frame of two-by-four-inch lumber shall be provided to secure the sheathing.

C. If a Registrable Property has become Abandoned, or if a Registrable Property that is in Default or Defaulted has become Vacant, a Property Manager shall be designated by the Mortgagee or Owner to perform the work necessary to bring the property into compliance with the applicable code(s), and the Property Manager must perform regular inspections to verify compliance with the requirements of this Ordinance, and any other applicable laws.

D. When a property subject to this Ordinance becomes Abandoned, the Enforcement Officer may require that it be posted by the Mortgagee or Property Manager with the name and twenty-four (24) hour contact telephone number of the Property Manager. The posting shall be no less than eighteen (18) inches by twenty-four (24) inches in size and shall be of a font that is legible from a distance of forty-five (45) feet. The posting shall contain the following language with supporting information:

THIS PROPERTY IS MANAGED BY _____.
AND IS INSPECTED ON A REGULAR BASIS.
THE PROPERTY MANAGER CAN BE CONTACTED
BY TELEPHONE AT _____.
OR BY EMAIL AT _____.

E. A posting required by Subsection 9.D, above, shall be placed on the interior of a window facing the street to the front of the property so that it is visible from the street, or secured to the exterior of the building/structure facing the street to the front of the property so that it is visible from the street or, if no such area exists, on a stake of sufficient size to support the posting in a location that is at all times visible from the street to the front of the property but not readily accessible to vandals. A posting placed on the exterior of the property shall be constructed of and printed with weather-resistant materials.

F. Failure of the Mortgagee and/or property Owner of record to properly inspect or secure a property as required by this Section 9, or to post and maintain any required signage, is a violation of this Ordinance.

Section 10. Enforcement. Violations of this Ordinance may be enforced by an Enforcement Officer by any method allowable in law or equity, including, but not limited to, the enforcement mechanisms provided by Chapter 162, Florida Statutes, and any ordinances enacted thereunder. Pursuant to a finding and determination that any property is in violation of this Ordinance, the County may take the necessary action to ensure compliance with this Ordinance and may place a lien on the property for the cost of the outstanding obligation and any additional cost incurred to bring the property into compliance.

Section 11. Provisions Supplemental. The provisions of this Ordinance are cumulative with and in addition to other available remedies. Nothing contained in this Ordinance shall prohibit the County from collecting on fees, fines, and penalties in any lawful manner; or enforcing its codes by any other means, including, but not limited to, injunction, abatement, or as otherwise provided by law or ordinance.

Section 12. Public Nuisance. All Registrable Property is at risk of being a public nuisance and, if vacant or blighted, can constitute a public nuisance, the abatement of which pursuant to the police power is hereby declared to be necessary for the health, welfare, and safety of the residents of the County.

Section 13. Immunity of Enforcement Officer. To the extent allowable by law, any Enforcement Officer or any person authorized by the County to enforce the sections here within shall be immune from prosecution, civil or criminal, for reasonable, good faith entry upon Real Property while in the discharge of duties imposed by this Ordinance.

Section 14. Severability. It is hereby declared to be the intention of the County that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional or otherwise invalid by the judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

Section 15. Municipal Opt-In Procedures. Any incorporated municipality within the County may enter into an interlocal agreement with the County to participate in the registration of Defaulted and Abandoned Property program only as established by this Ordinance, subject to the provisions of this Ordinance and the terms of the interlocal agreement.

Section 16. Effective Date. This Ordinance shall become effective immediately upon the filing of a certified copy with the Secretary of State.

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

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: _____
Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk

_____
Deputy Clerk

ORDINANCE 2019-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA RELATING TO DEFAULTED OR ~~VACANT~~ ABANDONED PROPERTY; MAKING FINDINGS OF FACT; PROVIDING FOR PURPOSE AND INTENT; PROVIDING DEFINITIONS; PROVIDING FOR APPLICABILITY AND JURISDICTION; ESTABLISHING A DEFAULTED AND ~~VACANT~~ ABANDONED PROPERTY REGISTRY; PROVIDING FOR THE INSPECTION AND REGISTRATION OF CERTAIN REAL PROPERTY BY OWNERS AND MORTGAGEES; PROVIDING FOR MAINTENANCE AND SECURITY REQUIREMENTS FOR REGISTRABLE PROPERTY; PROVIDING FOR PENALTIES AND ENFORCEMENT; PROVIDING SUPPLEMENTAL AUTHORITY; PROVIDING FOR THE ABATEMENT OF REAL PROPERTY CONSTITUTING A PUBLIC NUISANCE; PROVIDING FOR IMMUNITY OF ENFORCEMENT OFFICERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR MUNICIPAL OPT-IN PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, the St. Johns County Board of County Commissioners desires to protect the public health, safety, and welfare of the citizens of the County and maintain a high quality of life for the citizens of the County through the maintenance of structures and properties in the County; and

WHEREAS, the Board recognizes that properties with defaulted mortgages and properties that are subject to foreclosure action or foreclosed upon and vacant or abandoned properties located throughout the County lead to a decline in community and property value; create nuisances; lead to a general decrease in neighborhood and community aesthetic; create conditions that invite criminal activity; and foster an unsafe and unhealthy environment; and

WHEREAS, the Board has adopted certain property maintenance codes to regulate building standards for the exterior of structures and the condition of the property as a whole; and

WHEREAS, the Board recognizes that, in the best interest of the public health, safety, and welfare, a more regulated method is needed to discourage Registrable Property Owners and Mortgagees from allowing their properties to be abandoned, neglected, or left unsupervised; and

WHEREAS, the Board has a vested interest in protecting neighborhoods against decay caused by Registrable Property and concludes that it is in the best interests of the health, safety, and welfare of its citizens and residents to impose registration requirements of Registrable Property located within the County to discourage Registrable Property Owners and Mortgagees from allowing their properties to be abandoned, neglected, or left unsupervised; and

WHEREAS, the Board finds that the implementation of this ordinance will assist the County in protecting neighborhoods from the negative impact and conditions that occur as a result

of vacancy or abandonment, absentee ownership, and lack of compliance with existing St. Johns County regulations and laws.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY:

Section 1. Findings of Fact. The above recitals are true and correct and incorporated by reference into the body of this Ordinance and adopted as findings of fact.

Section 2. Title. This Ordinance shall be known as the St. Johns County Foreclosure Registration Ordinance.

Section 3. Purpose and Intent. It is the purpose and intent of the Board of County Commissioners of St. Johns County, Florida to establish a process to address the deterioration, crime, and decline in value of St. Johns County neighborhoods caused by property with Dd~~d~~efaulted mortgages located within the County, and to identify, regulate, limit and reduce the number of these properties located within the County. It has been determined that Owner-occupied structures are generally better maintained when compared to vacant structures, even with a diligent off-site property Owner. ~~Vacant~~ Abandoned structures or structures owned by individuals who are economically strained and unable to meet their mortgage obligations are often not properly or diligently maintained, which contributes to blight and declined property values and has a negative impact on social perception of the residential areas in which the properties are located. It is the Board of County Commissioners' further intent to establish a registration program as a mechanism to help protect neighborhoods from becoming blighted through the lack of adequate maintenance of properties that are in Default or Abandoned.

Section 4. Definitions. The following words, terms, and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this Section 4, except where the context clearly indicates a different meaning.

Abandoned shall mean any property that is Vacant for more than thirty (30) days or for which any Utility or Service has been cancelled, disconnected, or discontinued for more than ten (10) days, whichever occurs first. ~~Vacant~~ Abandoned shall not mean property that is unoccupied or uninhabited by human beings while the occupants or inhabitants are temporarily away or that is not intended by the Owner to be left ~~v~~Vacant, provided that (a) the lack of occupancy or inhabitation does not exceed one hundred eighty (180) days; (b) the property is maintained in accordance with Section 8, below, and secured in accordance with Subsections 9.A and B, below; and (c) no other Evidence of Vacancy exists.

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Board shall mean the Board of County Commissioners of St. Johns County, Florida.

County shall mean, depending on the context, either (a) the unincorporated area of St. Johns County, Florida, or (b) the government of St. Johns County, acting through the Board or the Board's designees.

Default and *Defaulted* shall mean a claim by the Mortgagee, or other lien holder, that the mortgagor has not complied with the terms of the mortgage on the property, or the promissory note, or other evidence of the debt, referred to in the mortgage.

Enforcement Officer shall mean any law enforcement officer, building official, zoning inspector, code enforcement officer, fire inspector, building inspector, or other person authorized by the County to enforce the applicable county codes or ordinances.

Evidence of Vacancy shall mean any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but are not limited to, overgrown or dead vegetation; past due Utility or Service notices or disconnected or discontinued Utilities or Services; accumulation of trash, junk, or debris; abandoned vehicles, auto parts or materials; the absence of furnishings or personal items consistent with habitation or occupancy; the presence of an unsanitary, stagnant swimming pool; the accumulation of newspapers, circulars, flyers, or mail; statements by neighbors, passers-by, delivery agents, or government agents that the property is vacant; and the presence of boards over doors, windows, or other openings in violation of applicable codes or ordinances.

Foreclosure and *Foreclosure Action* shall mean the legal process by which a Mortgagee, or other lien holder, terminates or attempts to terminate a property Owner's equitable right of redemption to obtain legal and equitable title to the Real Property pledged as security for a debt or the Real Property subject to the lien. The legal process is not concluded until the property obtained by the Mortgagee, lien holder, or their designee, by certificate of title, or any other means, is sold to a non-related bona fide purchaser in an arm's length transaction to satisfy the debt or lien.

Mortgagee shall mean the creditor, including, but not limited to, trustees; mortgage servicing companies; lenders in a mortgage agreement; any agent, servant, or employee of the creditor; any successor in interest; or any assignee of the creditor's rights, interests or obligations under the mortgage agreement; or any other person or entity with the legal right to foreclose on the Real Property, excluding governmental entities.

Owner shall mean any person, entity, or Mortgagee, who alone or severally with others, has legal or equitable title to any Real Property as defined by this Ordinance; has legal care, charge, or control of any such property; is in possession or control of any such property; and/or is vested with possession or control of any such property. The ~~Local~~ Property Manager shall not be considered the Owner.

~~*Local*~~ *Property Manager* shall mean any party designated by the Mortgagee or Owner as responsible for inspecting, maintaining, and securing the property as required in this Ordinance ~~with offices within twenty (20) road miles of the property~~.

Real Property shall mean any residential or commercial land and/or buildings, leasehold improvements and anything affixed to the land, or portion thereof, identified by a property parcel identification number, located within the County.

Registrable Property shall mean:

A. Any Real Property located in the County, whether Vacant, Abandoned, ~~or~~ occupied, or inhabited, that is encumbered by a mortgage in Default, is subject to an ongoing Foreclosure Action by the Mortgagee, has been the subject of a Foreclosure Action by a Mortgagee and a judgment has been entered, or has been the subject of a Foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the Foreclosure and any properties transferred under a deed in lieu of foreclosure/sale. The designation of such a property as "Registrable" shall remain in place until such time as the property is sold to a non-related bona fide purchaser in an arm's length transaction or the Foreclosure Action has been dismissed and any Default on the mortgage has been cured; or

B. Any Real Property located in the County that is Abandoned~~Any property that is Vacant for more than thirty (30) days or for which any Utility or Service has been cancelled, disconnected, or discontinued for more than ten (10) days, whichever occurs first~~.

Registry shall mean a list or database of real property records used by the County to allow Mortgagees the opportunity to register properties and pay applicable fees as required in this Ordinance.

Unimproved Lot shall mean any lot in its natural state.

Utilities and *Services* shall mean any utility or service that is essential for a building to be habitable or that performs a service necessary to comply with all St. Johns County codes and ordinances. This includes, but is not limited to, electrical, gas, water, and wastewater.

Vacant and *Vacancy* shall mean any parcel of land in the County that contains any building or structure that is not lawfully occupied or inhabited by human beings, as shown by Evidence of Vacancy. ~~Vacant shall not mean property that is unoccupied or uninhabited by human beings while the occupants or inhabitants are temporarily away or that is not intended by the Owner to be left vacant, provided that (a) the lack of occupancy or inhabitation does not exceed one hundred eighty (180) days; (b) the property is maintained in accordance with Section 8, below, and secured in accordance with Subsections 9.A and B, below; and (c) no other Evidence of Vacancy exists.~~

Section 5. Applicability and Jurisdiction. This Ordinance applies to ~~Defaulted and Vacant~~ property within the unincorporated area of St. Johns County. This Ordinance shall not apply to any rights-of-way of municipal, county, state, or federal roads or highways; any property owned or under the control of any municipality, county, state, or federal government or agency thereof; or any U~~u~~nimproved ~~l~~Lot.

Section 6. Establishment of a Registry. There shall be established a Registry cataloging each Registrable Property within the County and containing the information required by this Ordinance. The Registry may be web-based, and the County may contract with an entity to develop, operate, and maintain the Registry and collect applicable fees, and, if so, any reference to the Enforcement Officer herein shall include the entity the County may contract with for such purposes.

Section 7. Inspection and Registration of Defaulted Mortgage.

A. Any Mortgagee who holds a mortgage on Real Property located within the County shall perform an inspection of the property upon it being in Default or Defaulted by the mortgagor or prior to the issuance of a notice of Default.

B. Within ten (10) days of the date any Mortgagee declares its mortgage to be in Default or Defaulted, the Mortgagee shall register the Real Property with the Registry, and, at the time of registration, indicate whether the property is Vacant, and, if so, shall designate in writing a ~~Local~~ Property Manager to inspect, maintain and secure the Real Property subject to the mortgage in Default or Defaulted. The ~~Local~~ Property Manager shall be available for contact by the County between 8:00 a.m. and 5:00 p.m. on weekdays, except for recognized county holidays. A separate registration is required for each Registrable Property.

C. Any Owner of ~~Vacant~~Abandoned Real Property located within the County shall, within ten (10) days after the property becomes Registrable, or within ten (10) days after assuming ownership of the property, whichever is later, register the Real Property with the Registry.

D. Initial registration pursuant to this Section 7 shall contain at a minimum the name and mailing address of the Owner or Mortgagee; the name, e-mail address, and telephone number of a contact person with the Owner or Mortgagee; and the name, mailing address, office address, e-mail address, and telephone number of the ~~Local~~ Property Manager, if one is required to be designated pursuant to Subsection 7.B, above.

E. At the time of initial registration and any renewal registration, each registrant shall pay a non-refundable registration fee for each Registrable Property in the amount established by the Board by resolution. Said fees shall be deposited to a special account, which account shall be for the purpose of implementation, administration, and enforcement of this Ordinance, county property maintenance ordinances, the Florida Building Code, and other related property codes and ordinances, and fulfilling the purpose and intent of this Ordinance. None of the funds provided for in this Section 7 shall be utilized for the legal defense of Foreclosure Actions.

F. Property inspected pursuant to Subsection 7.A, above, that remains in Default or Defaulted, shall be inspected every thirty (30) days by the Mortgagee or Mortgagee's designee. If an inspection shows a change in the property's Vacancy status, the Mortgagee shall, within ten (10) days of that inspection, update the Vacancy status of the property registration.

G. Registrations are valid for twelve (12) months from the date of initial registration. Renewal registrations and renewal registration fees are due on or before the expiration of the previous registration. Properties subject to this Ordinance shall remain subject to the annual registration requirement and the inspection, security, and maintenance standards of this Ordinance as long as the property remains Registrable.

H. If the Defaulted mortgage on a property is sold or transferred, or if there is a change of servicing company with respect to the Defaulted mortgage, the new Mortgagee is subject to all the terms of this Ordinance. Within ten (10) days of the transfer or the change of servicing company, the new Mortgagee shall register the property or update the existing registration and pay the registration fee. The previous Mortgagee(s) will not be released from the responsibility of

paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Registrable Property.

I. If the Mortgagee sells or transfers the Registrable Property in a non-arm's length transaction to a related entity or person, the transferee is subject to all the terms of this Ordinance. Within ten (10) days of the transfer, the transferee shall register the property or update the existing registration and pay the registration fee. Any and all previous unpaid fees, fines, and penalties, regardless of who the Mortgagee was at the time registration was required, including, but not limited to, unregistered periods during the Foreclosure process, are the responsibility of the transferee and are due and payable with the updated registration. The previous Mortgagee will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Registrable Property.

J. If a Registrable Property is not registered, or the registration fee is not paid, within thirty (30) days of when the registration and fee are required pursuant to this Section 7, a late fee equivalent to ten percent (10%) of the registration fee shall be charged for every thirty-day (30) period, or portion thereof, that the property is not registered and shall be due and payable with the registration. This subsection shall apply to the initial registration, renewal registrations, and required registrations by subsequent transferees, Owners and Mortgagees of the Registrable Property.

K. This Section 7 shall also apply to properties that have been the subject of a foreclosure sale where title is transferred to the Mortgagee, as well as any properties transferred to the Mortgagee under a deed in lieu of foreclosure or by any other legal means.

L. Failure of the Mortgagee and/or property Owner of record to properly register or to modify or update the registration to reflect a change of circumstances as required by this Ordinance is a violation of this Ordinance and shall be subject to enforcement by any enforcement means available to the County.

Section 8. Maintenance Requirements.

A. Registrable Property shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspaper circulars, flyers, notices (except those required by federal, state or local law), and discarded personal items including, but not limited to, furniture, clothing, large and small appliances, printed material, or any other items that give the appearance that the property is abandoned.

B. Registrable Property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.

~~C. Front, side, and rear yards, including landscaping, of Registrable Property shall be maintained including, but not limited to, cutting and mowing of required ground cover or landscape and removal of all trimmings. Required yard maintenance of Registrable Property shall include, but not be limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf/sod. Acceptable maintenance of yards or landscaping shall not include weeds, gravel, or broken concrete, asphalt, or similar material.~~

~~D.~~C. Pools and spas on Registrable Property shall be maintained so the water remains free and clear of pollutants and debris and shall comply with applicable county codes and ordinances and the Florida Building Code, including, but not limited to, barrier requirements.

~~E.~~D. Failure of the Mortgagee, Owner, and transferees to properly maintain the property as required by this Section 8 is a violation of this Ordinance and may result in the issuance of a citation or notice of violation in accordance with Section 10, below.

~~F.~~E. In addition to the above, the property shall be kept and maintained in accordance with all applicable codes and ordinances of the County, including, but not limited to, the St. Johns County Property Maintenance Code (St. Johns County Ordinance 1994-49), the St. Johns County Solid Waste Ordinance (St. Johns County Ordinance 2017-39), and the Standard Unsafe Building Abatement Code (St. Johns County Ordinance 2000-48), as each may be amended from time to time.

Section 9. Security Requirements.

A. Properties subject to this Ordinance shall be maintained in a secure manner so as not to be accessible to unauthorized persons.

B. A "secure manner" shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property or structure. Broken windows, doors, gates, and other openings of such size that may allow a child to access the interior of the property or structure must be repaired or sealed with solid sheathing consisting of one-inch boards or minimum one-half-inch exterior grade plywood or equivalent, securely nailed in place. Broken windows shall be secured by re-glazing of the window or by covering same with solid sheathing consisting of one-inch boards or minimum one-half-inch exterior grade plywood or equivalent, securely nailed in place. Where there is no window frame, or where the window frame is loose or defective, a sub frame of two-by-four-inch lumber shall be provided to secure the sheathing.

C. If a Registrable ~~p~~Property has become~~is~~ ~~Registrable~~Abandoned, ~~and~~ or if ~~the~~ a Registrable P~~p~~roperty that is in Default or Defaulted has become Vacant, a ~~Local~~ Property Manager shall be designated by the Mortgagee or Owner to perform the work necessary to bring the property into compliance with the applicable code(s), and the ~~Local~~ Property Manager must perform regular inspections to verify compliance with the requirements of this Ordinance, and any other applicable laws.

D. When a property subject to this Ordinance becomes ~~Vacant~~Abandoned, ~~it shall~~ the Enforcement Officer may require that it be posted by the Mortgagee or ~~Local~~ Property Manager with the name and twenty-four (24) hour contact telephone number of the ~~Local~~ Property Manager. The posting shall be no less than eighteen (18) inches by twenty-four (24) inches in size and shall be of a font that is legible from a distance of forty-five (45) feet. The posting shall contain the following language with supporting information:

THIS PROPERTY IS MANAGED BY _____.
AND IS INSPECTED ON A REGULAR BASIS.
THE PROPERTY MANAGER CAN BE CONTACTED

BY TELEPHONE AT _____.
OR BY EMAIL AT _____.

E. ~~The~~ A posting required by Subsection 9.D, above, shall be placed on the interior of a window facing the street to the front of the property so that it is visible from the street, or secured to the exterior of the building/structure facing the street to the front of the property so that it is visible from the street or, if no such area exists, on a stake of sufficient size to support the posting in a location that is at all times visible from the street to the front of the property but not readily accessible to vandals. A posting placed on the exterior of the property shall be constructed of and printed with weather-resistant materials.

F. Failure of the Mortgagee and/or property Owner of record to properly inspect or secure a property as required by this Section 9, or to post and maintain any ~~the~~ required signage, is a violation of this Ordinance.

Section 10. Enforcement. Violations of this Ordinance may be enforced by an Enforcement Officer by any method allowable in law or equity, including, but not limited to, the enforcement mechanisms provided by Chapter 162, Florida Statutes, and any ordinances enacted thereunder. Pursuant to a finding and determination that any property is in violation of this Ordinance, the County may take the necessary action to ensure compliance with this Ordinance and may place a lien on the property for the cost of the outstanding obligation and any additional cost incurred to bring the property into compliance.

Section 11. Provisions Supplemental. The provisions of this Ordinance are cumulative with and in addition to other available remedies. Nothing contained in this Ordinance shall prohibit the County from collecting on fees, fines, and penalties in any lawful manner; or enforcing its codes by any other means, including, but not limited to, injunction, abatement, or as otherwise provided by law or ordinance.

Section 12. Public Nuisance. All Registrable Property is at risk of being a public nuisance and, if vacant or blighted, can constitute a public nuisance, the abatement of which pursuant to the police power is hereby declared to be necessary for the health, welfare, and safety of the residents of the County.

Section 13. Immunity of Enforcement Officer. To the extent allowable by law, any Enforcement Officer or any person authorized by the County to enforce the sections here within shall be immune from prosecution, civil or criminal, for reasonable, good faith entry upon Real Property while in the discharge of duties imposed by this Ordinance.

Section 14. Severability. It is hereby declared to be the intention of the County that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional or otherwise invalid by the judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

Section 15. Municipal Opt-In Procedures. Any incorporated municipality within the County may enter into an interlocal agreement with the County to participate in the registration of Defaulted ~~Mortgage~~ and ~~Vacant~~Abandoned Property program only as established by this Ordinance, subject to the provisions of this Ordinance and the terms of the interlocal agreement.

Section 16. Effective Date. This Ordinance shall become effective immediately upon the filing of a certified copy with the Secretary of State.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida this ___ day of ~~_____~~February 2019.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: _____
Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad

_____
Deputy Clerk

4	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

2/19/2019

BCC MEETING DATE

TO: **Michael D. Wanchick, County Administrator** **DATE:** **February 4, 2019**

FROM: **Bradley Bulthuis, Senior Assistant County Attorney** **PHONE:** **904 209-0563**

SUBJECT OR TITLE: **Resolution Establishing Defaulted and Abandoned Property Registration Fee**

AGENDA TYPE: **Business Item, Resolution**

BACKGROUND INFORMATION:

This item is a companion to the draft ordinance proposed for adoption at this meeting providing for the establishment of a registry of defaulted and vacant properties and a required registration fee to be set by the Board of County Commissioners. Code enforcement staff has determined that a registration fee of $250 for each registrable property would adequately account for the staff time and other costs associated with the registry and related enforcement activities. The attached resolution adopts the proposed registration fee.

1. IS FUNDING REQUIRED? No **2. IF YES, INDICATE IF BUDGETED.** No

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE:

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2019-_____ establishing the required registration fee for defaulted and abandoned properties.

For Administration Use Only:
Legal: BB 2/4/2019 **OMB: N/A** **Admin: DML 2/11/2019**

RESOLUTION NO. 2019-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ESTABLISHING A NON-REFUNDABLE REGISTRATION FEE FOR REGISTRABLE PROPERTY PURSUANT TO ST. JOHNS COUNTY ORDINANCE NO. 2019-___; PROVIDING FOR INCLUSION OF THE REGISTRATION FEE IN THE COUNTY FEE SCHEDULE; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, the St. Johns County Board of County Commissioners ("Board") has adopted St. Johns County Ordinance No. 2019-____ relating to defaulted or abandoned property which, among other things, established a defaulted or abandoned property registry ("Registry Ordinance"); and

WHEREAS, section 7.E of the Registry Ordinance provides that, at the time of initial registration and any renewal registration, each registrant shall pay a non-refundable registration fee for each Registrable Property in the amount established by the Board of County Commissioners by resolution; and

WHEREAS, sections 7.H and 7.I of the Registry Ordinance further provide that, if the Defaulted mortgage on a property is sold or transferred, if there is a change of servicing company with respect to the Defaulted mortgage, or if the Mortgagee sells or transfers the Registrable Property in a non-arm's length transaction to a related entity or person, the new Mortgagee or transferee shall register the property or update the existing registration and pay the registration fee; and

WHEREAS, by passage of this resolution, the Board intends to establish such registration fee; and

WHEREAS, Board finds and determines that adoption of this resolution is in the public interest of the citizens of St. Johns County.

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 findings of fact.

Section 2. The definitions set forth in Section 4 of the Registry Ordinance are adopted and incorporated in this resolution.

Section 3. The Board does hereby establish a fee of Two Hundred Fifty Dollars ($250.00) per property for initial registration, renewal registrations, and required registrations by

subsequent transferees, Owners, and Mortgagees of Registrable Property, pursuant to Section 7 of the Registry Ordinance.

Section 4. The fee established herein shall be included in the County Fee Schedule and may be amended from time to time with the County Fee Schedule.

Section 5. This resolution shall take effect on upon adoption.

Section 6. 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 February, 2019.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: _____
Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk

_____
Deputy Clerk

5	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

2/19/2019

BCC MEETING DATE

TO: **Michael D. Wanchick, County Administrator** **DATE:** **January 14, 2019**

FROM: **Jesse Dunn, Director** **PHONE:** **904 209-0568**

SUBJECT OR TITLE: **Parks & Recreational Services Cost & Cost Recovery**

AGENDA TYPE: **Business Item**

BACKGROUND INFORMATION:

Per a February 6, 2018 Commission meeting discussion, the Commission approved the exploration of cost and cost recovery for certain services including Beach Services, Parks & Recreational Services, Boat Ramp Services, and Library Services. Staff, through previous BCC agenda items and public workshops, has presented cost and cost recovery for Beach Services and Boat Ramp Services. On February 19, 2019, the Office of Management & Budget will present cost and cost-recovery for Parks & Recreational Services.

1. IS FUNDING REQUIRED? No **2. IF YES, INDICATE IF BUDGETED.** No

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE:

SUGGESTED MOTION/RECOMMENDATION/ACTION:

For Administration Use Only:
Legal: N/A **OMB: N/A** **Admin: Joy Andrews 2/6/2019**

6	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

2/19/2019

BCC MEETING DATE

TO: **Michael D. Wanchick, County Administrator** **DATE:** **February 8, 2019**

FROM: **Jesse Dunn, Director OMB** **PHONE:** **209-0568**

SUBJECT OR TITLE: **FY 2020 Board of County Commissioners Budget Calendar and Initial Budget Guidelines**

AGENDA TYPE: **Business Item**

BACKGROUND INFORMATION:

This Board of County Commissioners (BCC) Budget Workshop held annually, is designed to both inform and establish initial budget guidelines for the upcoming FY 2020 County budget process.

1. IS FUNDING REQUIRED? No **2. IF YES, INDICATE IF BUDGETED.** No

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE:

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Informational only: no motion proposed.

For Administration Use Only:
Legal: N/A **OMB: N/A** **Admin: KS 2/8/2019**

1	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

2/19/2019

BCC MEETING DATE

TO: **Michael D. Wanchick, County Administrator** **DATE:** **February 8, 2019**

FROM: **Allen MacDonald, County Finance Director** **PHONE:** **819-3669**

SUBJECT OR TITLE: **Approval of the Cash Requirement Report**

AGENDA TYPE: **Consent Agenda, Report**

BACKGROUND INFORMATION:

A copy of this report is available in the County Commission office.

1. IS FUNDING REQUIRED? No **2. IF YES, INDICATE IF BUDGETED.** No

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE:

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to approve the Cash Requirement Report.

For Administration Use Only:
Legal: N/A **OMB: N/A** **Admin: KS 2/8/2019**

2	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

2/19/2019

BCC MEETING DATE

TO: **Michael D. Wanchick, County Administrator** **DATE:** **January 30, 2019**

FROM: **Victoria Ogaga, E-911 Supervisor** **PHONE:** **904 209-1478**

SUBJECT OR TITLE: **Application for the E-911 State Grant Program**

AGENDA TYPE: **Consent Agenda, Grant, Resolution**

BACKGROUND INFORMATION:

The St. Johns County Sheriff's Office is seeking permission to submit a grant application in the amount of $29,882 to the E-911 State Grant Program seeking funding for a Geographic Information Systems (GIS) software upgrade. The function of the Florida E-911 State Grant Program is to assist counties with the replacement or upgrade of Enhanced 911 (E-911) systems. No County match is required for this reimbursement based grant. The term of the grant is one year from receipt of award notification letter . In order to be considered for the grant award. the Florida E-911 Board requires that the BCC Chair execute the"Authority" section (Section 14) of the contract application.

1. IS FUNDING REQUIRED? No **2. IF YES, INDICATE IF BUDGETED.** No

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE: No County Match is required.

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2019-_____, approving the terms, conditions, provisions, and requirements of St Johns County's State E-911 State Grant Application and authorizing the Chair of the Board of County Commissioners to execute the Grant Application on behalf of the County.

For Administration Use Only:
Legal: RL 2/6/2019 **OMB: ARM 2/7/2019** **Admin: Joy Andrews 2/8/2019**

RESOLUTION NO. 2019- _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO SUBMIT AN APPLICATION SEEKING FUNDING ASSISTANCE THROUGH THE FLORIDA STATE E-911 GRANT PROGRAM FOR PURCHASE OF A GEOGRAPHIC INFORMATION SYSTEMS (GIS) SOFTWARE UPGRADE.

WHEREAS, the Florida State E-911 Board allows local governments to make applications through a grant program to assist with the replacement or upgrade of Enhanced 911 (E-911) systems; and

WHEREAS, the Sheriff's Department has provided the attached grant application requesting use of the funds which total $29,882; and

WHEREAS, the County has reviewed and completed the grant application; and

WHEREAS, the County has determined that nothing contained in the grant application negatively impacts the interests of the County.

WHEREAS, after a review of the grant application and accompanying materials, the County has determined that none of the requirements, restrictions, and/or obligation associated with the award of the grant, or of the grant itself, negatively impact the interests of the County; and.

WHEREAS, after a review of the completed grant application and accompanying materials, the County has determined that an award of E-911 State Grant funding for the purchase of a GIS software upgrade serves the overall interests of the County.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida:

1. The above recitals are hereby adopted as legislative findings of fact and incorporated herein.

2. The Board of County Commissioners approves the terms, conditions, and requirements of the grant application, and authorizes the Chair to execute the grant application on behalf of the County.

3. The Board of County Commissioners hereby authorizes the County Administrator, or designee, to execute any other paperwork necessary, and/or associated with the application for a Florida State E-911 Grant for funding a GIS software upgrade.

4. To the extent there are administrative, typographical or scriveners' errors that do not substantively 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 19th day of February, 2019.

[OFFICIAL SEAL]

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: _____
Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk of Court

By: _____
Deputy Clerk

Application For The E911 STATE GRANT PROGRAM

W Form 3A, incorporated by reference in Florida Administrative Code Rule 60FF1-5.003 E911 State Grant Programs Revised 1/2018

1.0 Purpose

The Florida E911 State Grant Program is to assist counties with the replacement or upgrade of Enhanced 911 (E911) systems; for counties to develop and maintain statewide 911 routing using Emergency Services Internet Protocol (IP) networks (ESInet), Geographic Information Systems (GIS) and services, and Management Information Systems (MIS); and develop and maintain Next Generation 911 (NG911) systems and services. Also, Counties that are defined as a Rural county may also include maintenance items in their grant request

2.0 Eligibility

The Board of County Commissioners in any county in the State of Florida is eligible to apply for this grant program.

3.0 Definitions

A. Enhanced 911 (E911): As defined by Section 365.172(3)(h), Florida Statutes, and as referenced in the State E911 Plan under Section 365.171, Florida Statutes.

B. E911 System: Means the Public Safety Answering Point equipment, in accordance with the State E911 Plan, including 911 call routing, processing, mapping and call answering communications equipment.

C. Government Accounting Standards Board (GASB): Means the independent organization that establishes and improves standards of accounting and financial reporting for U.S. state and local governments.

D. Next Generation 911 (NG-911): Means the designation for an advanced 911 emergency communications system or service that provides a communications service subscriber with 911 service and, in addition, directs 911 emergency requests for assistance to appropriate public safety answering points based on the geographical location from which the request originated, or as otherwise provided in the State E911 Plan under Section 365.171, Florida Statutes, and that provides for automatic number identification and automatic location identification features and emergency data information through managed IP-based networks.

E. Public Safety Answering Point (PSAP): As defined by Section 365.172(3) (y), Florida Statutes, and as referenced in the State E911 Plan under Section 365.171, Florida Statutes.

4.0 E911 State Grant Program Calendar

The E911 Board will accept applications up to two times a year for the State Grant program.

		Schedule
Counties submit Application		Submission date(s) as published in the Florida Administrative Register
E911 Board Members evaluate applications		Within two months of the submission date
E911 Board votes on applications to fund at regularly scheduled meeting		Within three months of the submission date
E911 Board sends notification letter of awards approved for funding to the counties.		Within four months of the submission date
Grant Term		One year from receipt of award notification letter
Expiration of the right to incur costs, request early payment and/or final reimbursement of funding.		Two years from receipt of award notification letter

5.0 General Conditions

5.1 Applications must be delivered to the following address:
State of Florida E911 Board
ATTN: E911 Board Administrative Staff
4030 Esplanade Way, Suite 135
Tallahassee, FL 32399-0950
Or Electronically to E911BoardElectronicGrantReports@dms.myflorida.com
Electronic receipt of the grant application and all attachments is preferred.

5.2 The applicant shall provide one original of the pages for Application Form items 1 through 14, the associated quotes, and the E911 Board Form 6A, "County E911 Fiscal Information," included in E911 Board Rule 60FF1-5.006, Florida Administrative Code. The grant application package must be postmarked or delivered on or before the submission date specified in the E911 Board notification of a State E911 Grant Program as published in the Florida Administrative Register. Failure to provide these documents will result in automatic rejection of the grant application. One scanned copy of the entire submitted package may also be provided on a CD-ROM, to ensure quality of the documents to be reviewed if the package is not sent electronically. Emailed electronic submission is the preferred method of delivery, but it is the County's decision as to how the grant package shall be delivered.

5.3 Pursuant to sec 365.172(6), 365.173(2) f.s., grant funds must only be used for the following items/services: to upgrade or replace E911 systems; to develop and maintain statewide or regional 911 routing, geographic information systems, and management (GIS and MIS); and to develop and maintain next-generation 911 (NG911) services and equipment;

and remotely provided hosted 911 answering point call-taking equipment and network services directly attributable to establishing and provisioning E911 or NG-911 services. Warranty and maintenance costs shall be calculated to account for only the first year warranty and maintenance costs and shall not include upfront maintenance costs to reduce the yearly service amount.

5.4 All grant applications shall be accompanied by at least one complete quote for equipment or services. Grant applications totaling $35,000.00 or more must be accompanied by at least three written substantiated competitive complete quotes from different vendors. Complete quote submittals shall include a detailed scope of work, all pages included in the vendor proposal, breakdown of all costs including equipment, service tasks and deliverables. The E911 Board will compare the three quotes to any existing state contract in order to determine appropriate funding. Any county that has made a good faith effort to obtain at least three competitive quotes and has not been able to obtain the quotes can request E911 Board review based on substantiated proof of request for quotes or posting of the request with documentation of the limited responses.

5.5 If the grant application does not exceed the threshold amount of $195,000, the county can initiate a request for approval for sole source funding. These will be considered on a case-by-case basis. Justification for sole source funding shall be provided with the application. Sole source will be approved if provided in accordance with Chapter 287, Florida Statutes, or with provision of a letter from the county's purchasing department that the project is a sole source procurement based on the county's purchasing requirements, which shall be provided with this grant application. Include pricing justification in the sole source letter from the county's purchasing department.

5.6 Applicants requesting items from different funding priorities should complete a separate item 12 Budget/Expenditure Report for each priority. See Addendum I - Funding Priorities for the E911 State Grant Program for a listing of funding priorities. Items from the same funding priorities should be combined in the same item 12 Budget/Expenditure Report and shall comply with General Conditions items 5.4 and 5.5.

5.7 Should two or more counties jointly apply for a grant, each county will be required to complete and submit a grant application detailing the funds requested and the county responsible for the funds. In addition one combined grant application detailing the entire project and a memorandum of understanding or inter-local agreement of all counties involved shall be submitted. The combined grant application shall comply with General Condition's items 5.4 and 5.5.

5.8 Procurement shall be based on the county's purchasing requirements and the applicable State purchasing requirements, including Section 112.061, Florida Statutes. All travel and associated per diem costs proposed shall be in compliance with General Condition's item 6.3.5.

5.9 Funding application requests must include a scope of work that clearly establishes the tasks to be performed. The applications shall include all tasks that are required for successful completion of the project. The project shall be divided into quantifiable units of deliverables that shall be received and accepted in writing by the county before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

5.10 Funding requests must include all necessary costs required for full implementation of the proposed solution including that of any third party. Should the county grant application request or grant award be less than the projected cost of the equipment or service, the county should provide verification of the ability to fund the difference. Pricing submitted cannot be contingent upon "yet to be" determined fees for products and services by the proposer or any other third party required for implementation.

5.11 The county shall provide information on the county's preceding year E911 fee revenue amount, the preceding year carry forward funding amount and the total carry forward balance amount in the county E911 fund. The amount of grant funding award is limited based on the total amount of carry forward funding in the county E911 fund in excess of an amount calculated based on the allowable 30% carry forward amount for a two-year basis in accordance with sub-paragraph 365.172(6) (a) 3.c., Florida Statutes and E911 Board Rule 60FF1-5.006 Florida Administrative Code. The county shall include the amount of their county carry forward funding being utilized for this grant in the Applied County Carry Forward or other Funding (if applicable) line in the Application Form item #12. Budget/Expenditure Report.

5.12 Detailed information is required for any grant application requesting funding for systems that require immediate system replacement for provisioning of enhanced 911 in the county. Include detailed justification and explanation for any E911 system with an expected remaining life of less than 1 year.

5.13 Funding requests contingent upon "beta testing" or for products and services not in general production and installation will not be funded.

6.0 Limitation on Use of Funds

6.1 Only eligible expenses for E911 service listed in Section 365.172(10), Florida Statutes, (Appendix I) that are not specifically excluded in this application will be funded.

6.2 Specifically excluded E911 expenses:

6.2.1 Salaries and associated expenses for 911 coordinators, call takers or other 911 personnel will not be funded.

6.2.2 Wireline database costs from the local exchange carrier, vehicle expenses, consoles, workstation furniture and expenses will not be funded. Interconnecting hardware and network equipment for NG-911 PSAPs are fundable; however, outside plant copper or fiber cabling systems and building entrance build out costs are not fundable.

6.3 Funding limitations are specified on the following items:

6.3.1 Hosted 911 answering point call-taking equipment and network services, recurring network and circuit costs, equipment maintenance and warranty costs will not be funded on more than the first year implementation period.

6.3.2 Grant funding shall be limited (per grant cycle) to eligible expenditures for one PSAP per county either one primary or one secondary PSAP. Counties with only one PSAP in the county, with no other primary or secondary PSAPs, may be eligible for grant funding for one backup PSAP.

6.3.3 Selective router equipment costs are limited to the primary PSAP system and are limited to one per county.

6.3.4 Training cost funding is limited to new system & equipment training.

6.3.5 The allowable grant funding for travel expenses is limited to the authorized amounts established in Section 112.061, Florida Statutes, and the Department of Financial Services Guidelines for State Expenditures. Allowable costs for daily per diem shall not exceed $186.00.

7.0 Approval and Award

7.1 The E911 Board will review each application for compliance with the requirements of terms and conditions.

7.2 Grant awards will be withheld for any county that has a grant with a past-due quarterly report or past-due final documentation and closeout of previous E911 Board grant awards.

7.3 Applications will be awarded based upon the priorities set by the E911 Board as listed in Addendum I - Funding Priorities for the E911 State Grant Program.

7.4 The E911 Board will adjust the amount awarded to a county based upon the availability of funds, eligibility of requested items, published quotes, increased effectiveness of grant funds, minimum system requirements for performing the needed E911 function as specified in Florida Statute 365.173 (2) (h) 1.,2., and 3., the State E911 Plan, or documented factors provided in the grant application submission. NG-911 network systems should include a comparative presentation of network alternatives, including applicable LEC, CLEC, County and State alternatives. All stepped pricing should be thoroughly explained including the corresponding benefits for the County and the E911 Board.

7.5 Any conditional hold, for documentation submittal referenced in 7.2, is limited to the last regularly scheduled E911 Board meeting application vote established in the grant program calendar.

8.0 Financial and Administrative Requirements

8.1 Grant funds shall be provided on a cost reimbursement basis. All funds shall be deposited in an interest bearing account maintained by the grantee, and each grant shall be tracked using a unique accounting code designator for deposits, disbursements and expenditures assigned by the county. All grant funds in the account maintained by the grantee shall be accounted for separately from all other funds. Any interest generated shall be returned to the E911 Board.

8.2 Each grantee may submit reimbursement claims to the E911 Board as needed; however, claims are limited to one request per month. Receipt of reimbursement funds from the E911 Board is contingent on the timely and accurate submittal of funding requests. Requests for reimbursement of expenditures must be submitted on the approved Appendix IV Financial Expenditures Reporting Form. Incomplete claims forms or claims not submitted on the correct form cannot be processed and will be returned for corrections. Submit only for the amounts in each budget categories in which you have incurred expenditures.

8.4 Upon written request and accompanying documentation justifying the need, a county may receive a Progress disbursement with a completed Financial Expenditures Reporting Form, with the vendor invoice, and county certification that the specific grant items including all tasks and deliverables included in the funding request are complete. Within 45 days of receipt of funding, the grantee shall submit verification of vendor payment.

8.5 Reimbursement claims shall include only expenditures claimed against the specific grant number awarded and include copies of purchase orders and paid vouchers, invoices, copies of check processing, journal transfers. The reimbursement request must match the scope of work and budget proposed in the grant applications. To assure prompt processing, complete reimbursement claims should be e-mailed to:

E911Board-ElectronicGrantReports@dms.myflorida.com

8.6 The term of a grant is one year. Grant funds, can only be used between the beginning and ending dates of the grant term, unless the E911 Board authorizes an extension. The right to incur costs under this grant expires two years from receipt of award notification letter. The grantee may not incur costs and request Progress Disbursement or final reimbursement of funding past the expiration date.

8.7 Responsibility for grant funding and any failure to perform the minimum level of service required by the grant application and the application scope of work cannot be transferred under any circumstances from the County. Failure to perform the scope of work or expenditure of funds for other than allowable 911 costs as stated in the grant application shall require the county to return the awarded funds to the E911 Board.

8.8 Responsibility for property, equipment, or services, obtained under a grant cannot be transferred under any circumstances. If a sale or transfer of such property or equipment occurs within five years after a grant ends, funds must be returned to the E911 Board on a pro rata basis.

8.9 If a grantee terminates a contract for prepaid services, the unused portion must be returned to the E911 Board on a pro rata basis.

8.9 The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained for a minimum of five years or thereafter until the effective replacement date of the system.

8.10 If a grantee materially fails to comply with any term of an award, the Board shall take one or more of the following actions, as appropriate in the circumstances:

> Temporarily withhold grant payments pending grantee correction of the deficiency, disapprove all or part of the cost of the activity or action not in compliance, suspend or terminate the current award for the grantee's project, suspend or deny future grant awards.

The Board will provide the grantee an opportunity for a hearing, appeal, or other administrative proceeding to which the grantee is entitled under Florida Statute or regulation applicable to the action involved.

8.11 Grant awards may be terminated in whole or in part by the Board, with the consent of the grantee, in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated. Grant awards may be terminated by the grantee upon written notification to the Board, detailing the reasons for such termination, the effective date, and return of all funding.

8.12 Grant funds provided in excess of the amount to which the actual cost incurred to meet the terms and conditions of the grant agreement must be refunded to the E911 Board and sent to the Florida E911 Board's Post Office Box address:

Florida E911 Board
PO Box 7117
Tallahassee, FL 32314

The refund shall include transmittal information detailing the amount of returned funds that are excess grant funding and shall include the number of the associated grant.

9.0 Grant Reporting Procedures

9.1 Grantees will be required to submit Quarterly Reports summarizing cumulative expenditures and status of the grant project. Quarterly Reports shall include both an updated Application Form item #12 Budget/Expenditure Report and a completed Appendix III Quarterly Report Form.

9.1.1 Reporting will begin at the conclusion of the first full quarter after the award. The report periods will end on March 31, June 30, September 30, and December 31 of each year. Reports are due within 30 days of the ending report period.

9.1.2 Updated reports and associated information should be e-mailed to E911Board-ElectronicGrantReports@dms.myflorida.com.

9.2 At project completion, a final Budget/Expenditure Report shall be submitted based on the same reporting requirements described in grant reporting item 9.1. The county shall determine the final completion date based on the final payment date, or the initiation date of the warranty period. Final documentation including copies of all expenditures and corresponding invoices shall be submitted within 90 days of the final report.

9.3 Change requests shall be submitted prior to deviation from any awarded grant applications. No changes or departures from the original request are authorized unless approved in writing by the E911 Board. Such requests shall be submitted using the form attached in Appendix II, Request for Change Form. Any unauthorized change shall require the return of grant funds.~~, and any~~

9.3.1 Time extension requests will not be granted unless the county has executed a contract for the grant equipment and/or services, or demonstrates good cause for failure to execute a contract within twelve months of award. Good cause documentation shall include a new project timeline schedule.

9.3.2 Time extensions shall be limited to a maximum of one additional year when approved by the E911 Board.

9.3.3 Request for Change forms and associated information should be e-mailed to

E911Board-ElectronicGrantReports@dms.myflorida.com.

9.4 The Appendix III Quarterly Report Form shall inform the E911 Board of significant impacts to grant supported activities. Significant impacts include project status developments affecting time schedules and objectives, anticipated lower costs or producing beneficial results in addition to those originally planned. Additionally, problems, delays, or adverse conditions which will materially impair the ability to meet the timely completion of the award must be reported. The disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

9.5 The county's Board of County Commission chairperson shall be notified when overdue Quarterly Reports or Final Budget/Expenditure Reports are not received before the next E911 Board meeting following the month after the end of the quarter in which they are due.

9.6 Funding continuance will be based on timely submission of Quarterly Reports.

9.7 Final document submission and closeout of a grant does not affect the E911 Board's right to disallow costs and recover funds based on an audit or financial review. The county shall remain obligated to return any funds expended that do not comply with the terms and conditions of the grant award.

County ST JOHNS COUNTY

STATE OF FLORIDA E911 BOARD
E911 STATE GRANT PROGRAM APPLICATION FORM

Total Amount Requested: $29,882.00

Project Title: SOFTWARE FOR MAINTAINING GIS DATA

1. Board of County Commissioners Chair: PAUL WALDRON

Mailing Address: 500 SAN SEBASTIAN VIEW

City: ST AUGUSTINE
State: FLORIDA Zip: 32084 -
Phone: (904) 209.0300 Fax:
Email Address: mlundquist@sjcfl.us

2. County 911 Coordinator: VICTORIA OGAGA

Mailing Address: 4015 LEWIS SPEEDWAY

City: ST. AUGUSTINE
State: FLORIDA Zip: 32084 -
Phone: (904) 209.1478 Fax:
Email Address: vogaga@sjso.org

3. Federal Tax ID Number: **596000825**

County ST JOHNS COUNTY

COUNTY INFORMATION
USE 12 POINT FONT OR LEGIBLE HAND PRINTING

4. County Fact Information

A. County ST JOHNS COUNTY
B. Population 190,039 (2010 census)
C. Total Number of Incoming Nonwireless Trunks 13
D. Total Number of Incoming Wireless Trunks 36
E. Number of PSAP's 2
F. Number of Call- taking Positions per PSAP 17 PRIMARY; 4 SECONDARY
G. Total Volume of 911 Calls 112,955 (2018)
H. What equipment is needed to provision the Enhanced 911 system?
N/A
I. What equipment is requested in this grant application?
N/A
J. Financial Information:
1.) What are the current annual costs for your E911 system (circuits, customer records hardware and software, etc.) not including maintenance?
$144,464.27
2.) What are the current annual costs for maintenance of items included in 1?
$257,840
3.) Total amount of E911 fee revenue received in the preceding year.
1,039,012.97
4.) Total amount of county carry forward funding retained in the preceding year.
0
5.) Current total amount of county carry forward funding?
$509,198.56
6.) Two year maximum calculated amount for applied carry forward funding Calculation (current year carry forward funding amount based on General Condition 5.11 multiplied by 2)
$651,605.40
7.) Minimum calculated amount for Applied Carry Forward Funding Calculation (amount in J.5. subtracted by amount in J.6.)
Insert in Item 12. Budget Expenditure Report $142,406.84

5. Describe your county's existing E911 system. Include specific information on existing system equipment upgrades and when the installation of this equipment was completed.

St Johns County has a Type 4, E911 Solacom Guardian System consisting of (2) Primary PSAPs and (1) one Backup PSAP. The 911 call handling system was installed August 2016.The St Johns Sheriff's Office Primary PSAP currently has a total of (17) seventeen positions, (12) of those are Sheriff's Office and (5) five are St Johns Fire/Rescue. The other primary PSAP is located at the St Augustine Primary PSAP and has (4) four positions installed August 2016 as well.The St Johns County Fire/Rescue has a total of (14) fourteen positions, (9) nine are Sheriff's and the other (5) are Fire/Rescue positions installed in August 2016. St Johns utilizes 911 Datamaster's SpatialScene for the map display. It was installed in 2017 as well as ECATs for the MIS, which was installed August 2016.

6. **Describe the scope of work for the proposed project including any goal(s) and objectives. Include the tasks to be performed as part of the project. Provide scope of work in quantifiable units of deliverables that shall be received and accepted. For each deliverable specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable**.

Due to the increase in size of the county and number of 911 calls we're requesting to purchase GIS licenses and software that will be utilized in order to evaluate our GIS data for completeness and accuracy according to NENA standards. The success will be evaluated through a quality assurance program which will include data audits and comparisons with the existing 911 databases being used. Also the success will be measured by being more proactive in reaching the ninety-eight percent (98%) GIS data and the ALI/MSAG match rate.

.

- *Project plan, design and license acquisition, including software.*
- *Comprehensive communication/network interface testing, cutover coordination testing and start-up of the workstations including acceptance documentation for verifying functionality.*
- *Final acceptance including test documentation providing results for contracted technical and functional items for the maintenance of the GIS data and map display.*
- *First year maintenance/support including normal maintenance, software patches and fixes to maintain system, resolve outstanding issues with software usage.*

The county 911 coordinator will monitor and review the project with the vendor continually through the project schedule to assure the level of service is provided and the system is being installed and maintained in operable working conditions.

7. Justification of the need for the proposed project. Provide detailed information on the existing system's condition including a detailed justification for any system with an expected remaining life of less than 1 year on system, standalone equipment or Software(SW) replacement, addition or upgrade requests.

The grant would provide an effective and efficient way to maintain Next Generation GIS Data. Our Current E911 staff members are not GIS proficient. GIS software that is easy to learn and implement is needed in order to evaluate the existing GIS data and to provide guidance for correction and maintenance of said data for current usage and future usage within a NG9-1-1 environment

8. Describe why your county will not be able to complete this project without this grant funding.

Due to the population growth the E911 fee revenue is not keeping up with the E911 costs necessary to maintain software and equipment. The County's funding is currently insufficient for the E911 system costs including equipment purchases. Currently, there are no other County funds available for this project.

9. Briefly describe how this grant project would be in concurrence with the State E911 Plan.

This project will maintain the operation of the county's E911 System assuring continuous and improved operations, keeping the system current, to answer calls and stay in compliance with the State E911 Plan. This project also puts St Johns in a better position to ensure that the County is making progress to make it's GIS data ready for NG9-1-1.

10. Describe the required steps with an anticipated time schedule with procurement and payment milestones and a total project completion date.

Upon notification of grant award St Johns County will begin the procurement and contract with our existing vendor. Contingent on no procurement issues, the anticipated schedule is:

0-180 Days – Procure licenses and software required for the 911 workstations. comprehensive communication/network interface testing, cutover coordination testing.

181-270 Days – Receive documentation and training for software usage

271-365 Days – Final acceptance test and commissioning, final completion and payment and begin the 1st year of maintenance.

11. Sole source justification (if applicable).

12. Budget/Expenditure Report

Prepare an itemized Grant Budget ("Line Item" breakdown should include separated systems, i.e.; 911 system, logging recorder, centerline mapping, etc. and services items). The completed form shall be used to complete quarterly report requirements, listing expenditures and revisions {if any} in appropriate columns. If there is insufficient space, please include details in an attachment. **Budget costs should match requested vendor quote.**

County:	**ST JOHNS COUNTY**	**Grant Number:**		**Report Date:**	**01/29/2018**

For Grant Period Ending:	☐	**March 31**	☐	**June 30**	☐	**September 30**	☐	**December 31**	**Year:**		**FINAL**	☐

Is This a Final Report? Yes ☐ No☒

Proposed Budget					USE FOR QUARTERLY REPORTS	
Line Item	Unit Price ($)	Quantity	Total Cost ($)		Revised Budget	Total Cumulative Expenditures ($)
A. Systems (Hardware, Software, Equipment & Labor)						
Maintainer GIS Data Manager License	$20,985.00	3	$20,985.00			
Maintainer MSAG License Manager	$2,500.00	1	$2,500.00			
	Total System Items		$23,485.00			
B. Services (Training, Maintenance and Warranty Items)						
Maintainer Training	$1,700.00	1	$1,700.00			
Maintainer GIS Data Manager License Support	$4,197.00	3	$4,197.00			
Maintainer MSAG License Manager Support	$500.00	1	$500.00			
	Total Service Items		$6,397.00			
Less any Applied County Carry Forward or other Funding (if applicable)			$0.00			
	Grant Request Total		$29,882.00			

USE FOR ALL REPORTS	
Total Amount of Grant Awarded	
Final Completion Date	

Victoria Ogaga

Signature, County 911 Coordinator

County ST JOHNS COUNTY

13. Assurances

ACCEPTANCE OF TERMS AND CONDITIONS: The grantee accepts all grant terms and conditions. Grantee understands that grants are contingent upon the availability of funds.

DISCLAIMER: The grantee certifies that the facts and information contained in this application and any attached documents are true and correct. A violation of this requirement may result in revocation of the grant and return of all grant funds and interest accrued (if any), pursuant to the E911 Board authority and any other remedy provided by law.

NOTIFICATION OF AWARDS: The grantee understands and accepts that the notice of award will be advertised on the Florida E911 website.

MAINTENANCE OF IMPROVEMENT AND EXPANSION: The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained. No substantial changes or departures from the original proposal shall be permitted unless the E911 Board gives prior written authorization. Any unauthorized change will necessitate the return of grant funds, and accrued interest (if any) to the E911 Board.

Failure to utilize grant funds as represented may jeopardize eligibility to be considered for future funding.

14. Authority

I hereby affirm my authority and responsibility for the use of funds requested.

_____ _____
SIGNATURE – CHAIR, BOARD OF COUNTY COMMISSIONERS DATE

_____
Printed Name

_____ _____
WITNESS DATE

Appendix I

NO requests for funding will be acknowledged for any items not specified in Section 365.172, Florida Statutes, Emergency communication number "E911"; paragraph (10) (shown below).

Section 365.172 (10), Florida Statutes

AUTHORIZED EXPENDITURES OF E911 FEE.—

(a) For purposes of this section, E911 service includes the functions of database management, call taking, location verification, and call transfer. Department of Health certification, recertification, and training costs for 911 public safety telecommunications, including dispatching, are functions of 911 services.

(b) All costs directly attributable to the establishment or provision of E911 service and contracting for E911 services are eligible for expenditure of moneys derived from imposition of the fee authorized by subsections (8) and (9). These costs include the acquisition, implementation, and maintenance of Public Safety Answering Point (PSAP) equipment and E911 service features, as defined in the providers' published schedules or the acquisition, installation, and maintenance of other E911 equipment, including circuits; call answering equipment; call transfer equipment; ANI or ALI controllers; ANI or ALI displays; station instruments; E911 telecommunications systems; visual call information and storage devices; recording equipment; telephone devices and other equipment for the hearing impaired used in the E911 system; PSAP backup power systems; consoles; automatic call distributors, and interfaces, including hardware and software, for computer-aided dispatch (CAD) systems; integrated CAD systems for that portion of the systems used for E911 call taking; GIS system and software equipment and information displays; network clocks; salary and associated expenses for E911 call takers for that portion of their time spent taking and transferring E911 calls, salary, and associated expenses for a county to employ a full-time equivalent E911 coordinator position and a full-time equivalent mapping or geographical data position, and technical system maintenance, database, and administration personnel for the portion of their time spent administrating the E911 system; emergency medical, fire, and law enforcement prearrival instruction software; charts and training costs; training costs for PSAP call takers, supervisors, and managers in the proper methods and techniques used in taking and transferring E911 calls, costs to train and educate PSAP employees regarding E911 service or E911 equipment, including fees collected by the Department of Health for the certification and recertification of 911 public safety Telecommunicator's as required under s. 401.465; and expenses required to develop and maintain all information, including ALI and ANI databases and other information source repositories, necessary to properly inform call takers as to location address, type of emergency, and other information directly relevant to the E911 call-taking and transferring function. Moneys derived from the fee may also be used for next-generation E911 network services, next-generation E911 database services, next-generation E911 equipment, and wireless E911 routing systems.

(c) The moneys should not be used to pay for any item not listed in this subsection, including, but not limited to, any or operational costs for emergency responses. Even any

which occur after the call transfer to the responding public safety entity and the costs for constructing, leasing, maintaining, or renovating buildings, except for those building modifications necessary to maintain the security and environmental integrity of the PSAP and E911 equipment rooms.

Appendix II

Request for Change

Name of County: _____
Date Grant Awarded: _____

BUDGET LINE ITEM	CHANGE FROM	CHANGE TO
TOTAL	$	$

Justification For Change:

_____ _____
Signature of Authorized Official Date

For E911 Board use only.

Approved: Yes ☐ No ☐

_____ _____
E911 Board's Authorized Representative Date

Appendix III

Quarterly Report

County: _____

Grant Number: _____

Report Date: _____

Grand Period Ending: **March 31☐ June 30☐ September 30☐ December 31☐**

Project Status Update:

Problems/Delays:

_____ _____

Signature of Authorized Official Date

Appendix IV Financial Reimbursement of Expenditures Reporting Form

Prepare an itemized request for reimbursement expenditures in each budget categories for each deliverable. Attach copies of purchase orders and paid vouchers, invoices, copies of checks, journal transfers, required for expenditure justifications. If there is insufficient space, please include details in an attachment.

County:		**Grant Number:**		**Request Number:**		**Request Date:**	

Budget Categories						
Deliverable Items	Unit Price ($)	Quantity	Total Amount ($)		Previous Request Amount ($)	Current Request Amount ($)
A. Systems (Hardware, Software, Equipment & Labor)						
B. Services (Training, Maintenance and Warranty Items)						
		Grant Request Total				

Justification for Progress Disbursement {if applicable}

☐

I certified that all invoice items have been received and completed.

Signature, County 911 Coordinator

Addendum I

Funding Priorities for the E911 State Grant Program

The criteria for determining acceptability for disbursement of funds from the State of Florida E911 State Grant Program will be made on a PRIORITY basis. There will be seven (7) priorities as identified below:

PRIORITY 1: Primary and/or Secondary PSAP systems that require immediate system replacement to provision enhanced 911 status or when the expected remaining life of the system is less than 1 year.

PRIORITY 2: Systems that require new or replacement of critical or necessary hardware or software. This may include the following Primary and/or secondary PSAPs system equipment, listed in order of funding priority 1 through 8:

a. Hardware and software for communications or terminal equipment located at a PSAP for 911 call processing, ANI and ALI display and call answering.
b. Lightning Protection Equipment
c. Uninterruptible Power Supply system and or Generator
d. E911 Voice Recording Equipment
e. County E911 Standalone ALI Database Equipment
f. E911 Map Display Equipment
g. New additional 911 Call Taker Position Equipment
h. Net clock

PRIORITY 3: Consolidation of E911 PSAPs, which decreases the number of Primary or Secondary PSAPs in the county by a minimum of one. This may include regional consolidated backup systems for counties consolidating backup systems for two or more counties.

PRIORITY 4: Mapping system and services necessary for provisioning Geographic Information Systems (GIS). This may include the following, listed in order of funding priority a through b:

a. E911 Map System Equipment - E911 map generation hardware and software licensing is limited to components for two stations
b. GIS Centerline, point generation and map accuracy systems
c. GIS Data support

PRIORITY 5: Development and maintenance of 911 routing statewide, geographic, and management information systems. (Funded by Prepaid wireless)

PRIORITY 6: NG-911 Equipment and Services

PRIORITY 7: Backup system equipment (see Priority 2)

Regional E911 system project requests related to systems and equipment will be considered the highest priority within each priority category.

Grants awards will be funded in order of priority assigned. The acceptability for disbursement of funds from the State of Florida E911 State Grant Program for any E911 expense items not expressly provided for in Priorities above shall be determined at the discretion of the E911 Board pursuant to its authority under Sections 365.172 and 365.173, Florida Statutes.

COUNTY E911 FISCAL INFORMATION

Item No.	E911 Fee Revenues		
1	County		Fiscal Year
2	Wireless E911 Fee Revenue	$ -	
3	Non-wireless E911 Fee Revenue	$ -	(LEC, wireline, & VoIP)
4	Prepaid E911 Fee Revenue	$ -	
5	E911 State Grant Revenue	$ -	(Grant required unique accounting code)
6	Rural County Grant Revenue	$ -	(Grant required unique accounting code)
7	Emergency Grant Revenue	$ -	(Grant required unique accounting code)
8	Rural County Supplemental Disbursement	$ -	
9	E911 Board Special Disbursement	$ -	
10	Total E911 Fee Revenue	$ -	Carry Forward Fee Revenue calculation (Item #2 + Item #3 + Item #4)

Item No.	E911 Allowable Expenditures		
11	E911 Fee Revenue and Supplemental and Special Disbursement Expenditures	$ -	
12	County Funded E911 Expenditures	$ -	
13	Subtotal Expenditures	$ -	Calculation (Item #11 + Item #12)
14	E911 State Grant Expenditures	$ -	
15	Rural County Grant Expenditures	$ -	
16	Emergency Grant Expenditures	$ -	
17	Subtotal Grant Expenditures	$ -	Calculation Item #14 + Item #15 + Item #16
18	Total E911 Expenditures	$ -	Calculation Item #13 + Item #17

Item No.	E911 Carry Forward & Excess Cost Recovery Calculation		
19	Allowable County Carry Forward Amount	$ -	Maximum allowable calculation (30% of fee revenue Item #10) + (full amount of Item #8 + Item #9 disbursements). Grants are under unique accounting codes and are not included in calculations.
20	Actual County Carry Forward Amount	$ -	**Limited by paragraph 365.173(2)(d), Florida Statutes. Assure amount is equal to or less than Item #19**
22	Excess Cost Recovery	$ -	Calculation (Item #10 +Item #8 +Item #9 - Item #13 - Item #20) Positive amount equals excess cost recovery amount to be returned to the E911 Board.

Item No.	Contact Information	
24	Name of person preparing response:	
25	Title/Position of person preparing response:	
26	Telephone number:	
27	E-Mail address of person preparing response:	
28	Date:	

In accordance with paragraph 365.173(2)(d) and 365.172(6)(a)3., Florida Statutes

E911 Board Form 6A — Incorporated by reference in Fla. Admin. Code Rule 60FF1-5.006 Requirements for County Carry Forward Funds and Excess Funding — 3/11/2015

GEOCOMM

GeoComm Maintainer ArcGIS Desktop

Proposal for St. Johns County, Florida

January 8, 2019

PUBLIC SAFETY GIS SIMPLIFIED

Budgetary Quote

Prices are valid for a period of 90 days.

Total does not include sales tax. Applicable taxes will be determined upon contract signing. St. Johns County is responsible for paying all sales taxes.

Prices are based on H-GAC Contract No.: EC07-18

GeoComm Maintainer ArcGIS Desktop

H-GAC Product Code	Description	H-GAC Price	Direct Price
	Base Pricing		
MTR-001	Maintainer GIS Data Manager License (Qty 3)	$18,571.74	$20,985.00
MTR-002	Maintainer MSAG Manager License (Qty 1)	$2,212.50	$2,500.00
MTR-TRNG	Maintainer Training (Web-based Training)	$1,501.14	$1,700.00
	Base Pricing Total:	$22,285.38	$25,185.00
	Annual Pricing		
MTR-001M	Maintainer GIS Data Manager License Annual Software Support and Maintenance (Qty 3)	$3,714.36	$4,197.00
MTR-002M	Maintainer MSAG Manager License Annual Software Support and Maintenance (Qty 1)	$442.50	$500.00
	Annual Pricing Total:	$4,156.86	$4,697.00
	Total:	**$26,442.24**	**$29,882.00**

Notes:

All GeoComm Maintainer ArcGIS Desktop (Maintainer) modules are single use licenses. One license is needed per workstation.

Maintainer is deployed within ArcGIS. ArcGIS Desktop 10.3.1, 10.4.1, or 10.5.1 is a required prerequisite for Maintainer and must be installed on the Maintainer workstations.

Maintainer users must have, at a minimum, a basic knowledge of Esri and ArcGIS 10.0 or greater.

Support for Maintainer, related to any technical concerns, system upgrades, and version releases is covered under a formal software support and maintenance agreement. Concerns or questions specifically related to GIS may be answered by a GeoComm GIS Specialist, but will be billed at a rate of $95 per hour with a minimum billable charge of one hour.

Configuration and training on the auto-attribution functionality may be provided for an additional fee.

St. Johns County is required to provide Internet connection for all Maintainer web-based training participants.

Fees from third party vendors are not included in this proposal.

Software support and maintenance services shall commence after software installation and continue for one year.

Maintainer Requirements

- Allow remote access to the workstation where Maintainer will be installed.
- Have Esri ArcGIS for Desktop (version 10.0 or later) installed and licensed on the Maintainer workstation.
- Provide training workstations for the tutorial portion of the training sessions. There should be a minimum of one workstation and software license per every two students.
- Be experienced in ArcGIS for Desktop and GIS in general. Each student should be comfortable in navigating and basic functionality in ArcGIS for Desktop.
- Have a backup tape or other secure backup system as well as a systematic backup procedure.
- Provide connection to the Internet for all training participants.
- Have a workstation meeting the specifications below for Maintainer to be loaded on:

GIS Workstation	Minimum	Recommended
Software prerequisites	ArcGIS for Desktop 10.0	
Description	Typical GIS desktop computer workstation	
Processor	2.2 GHz dual core or higher	2.5 GHz dual core or higher
RAM	2 GB recommended or higher	8 GB recommended or higher
Available hard drive	50 GB or higher Note: More might be required for large locally stored GIS datasets.	
Graphic cards	128 MB RAM or higher recommended; 24 bit capable graphics accelerator; OpenGL 2.0 or higher is required	1 GB RAM or higher recommended; 24 bit capable graphics accelerator; OpenGL 2.0 or higher is required; Shader Model 3.0 or higher is recommended
Operating system	Windows XP Pro SP3 (32 bit & 64 bit); Vista Business & Ultimate SP2 (32 bit & 64 bit); Windows 7 Pro, Enterprise, & Ultimate (32 bit & 64 bit); Windows 8 Pro (64 bit)	
Media player	CD or DVD drive	
Remote access	Broadband Internet connection	

3	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

2/19/2019

BCC MEETING DATE

TO: **Michael D. Wanchick, County Administrator** **DATE:** **January 28, 2019**

FROM: **Shalene B. Estes, Application Review Supervisor** **PHONE:** **209-0720**

SUBJECT OR TITLE: **PLAT 2018-47 Aberdeen of St. Johns Unit Five-B**

AGENDA TYPE: **Consent Agenda, Resolution**

BACKGROUND INFORMATION:

The subject of this Resolution is Final Plat approval for Aberdeen of St. Johns Unit Five-B. This plat consists of 42.42 acres and contains 60 single-family lots. This plat has been found to be in compliance with the Aberdeen Planned Unit Development. The subject property is located south of Race Track Road and Durbin Creek Boulevard, and east of Flora Branch Boulevard within the Aberdeen subdivision. The road rights of way designated as Prince Albert Avenue, Rustlewood Lane, Castle Trail Drive, Kilgour Court, and Wilmot Place are proposed to be dedicated to St. Johns County. This is consistent with previous road dedications within the Aberdeen development. A Required Improvements Bond in the amount of $861,448.59, the amount required to complete the roads and drainage, has been submitted to the Clerk's Office. A Required Improvements Bond in the amount of $131,847.12 will be required for maintenance. Water and sewer will be provided by JEA.

1. IS FUNDING REQUIRED? No **2. IF YES, INDICATE IF BUDGETED.** No

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE:

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2019-_____, approving the final plat for Aberdeen of St. Johns Unit Five-B.

For Administration Use Only:
Legal: PS 2/5/2019 **OMB: N/A** **Admin: DML 2/11/2019**

Growth Management Department

OPERATIONS DIVISION REPORT

Application for Plat Approval

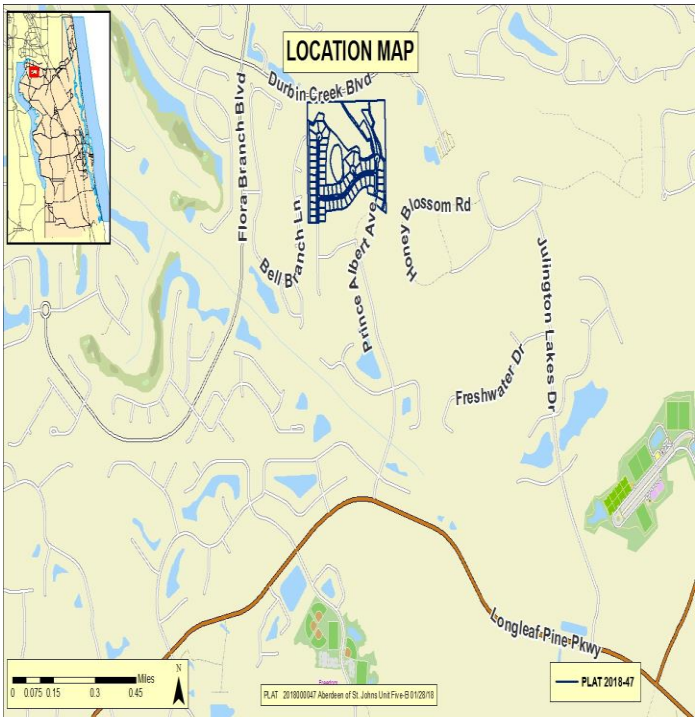
File Number: PLAT 2018-47 Aberdeen of St. Johns Unit Five-B

To:	St. Johns County Board of County Commissioners
From:	Shalene B. Estes, Application Review Supervisor
Date:	January 25, 2019
Subject:	Aberdeen of St. Johns Unit Five-B
Applicant:	D.R. Horton, Inc. – Jacksonville, a Delaware Corporation
Applicant Rep:	Anthony Sharp
Hearing date:	Board of County Commissioners – February 19, 2019

PROJECT DATA

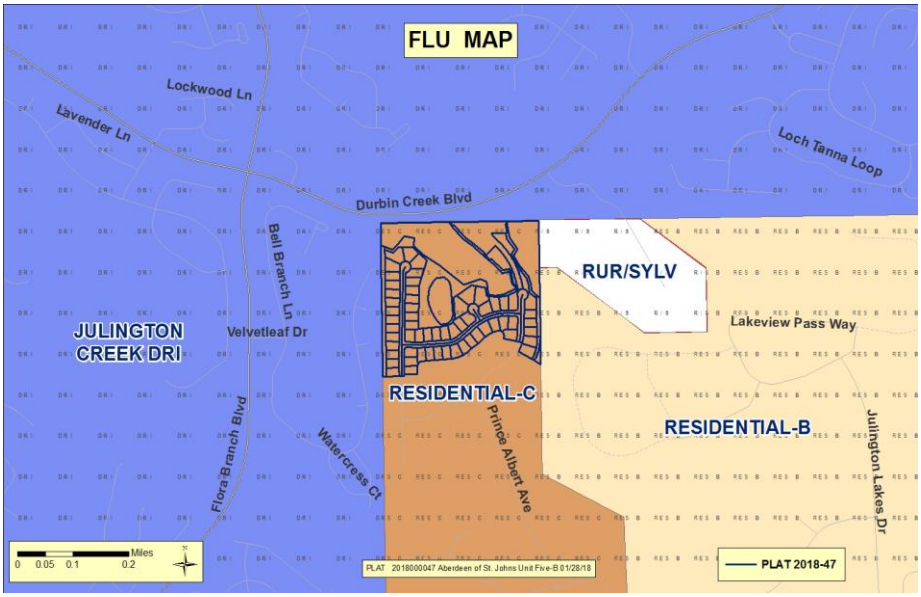
Location: The subject property is located south of Race Track Road and Durbin Creek Boulevard, and east of Flora Branch Boulevard within the Aberdeen Planned Unit Development. The project is located within Commissioner District 1.

Requested Change: This plat consists of 42.42 acres and 60 single family lots.

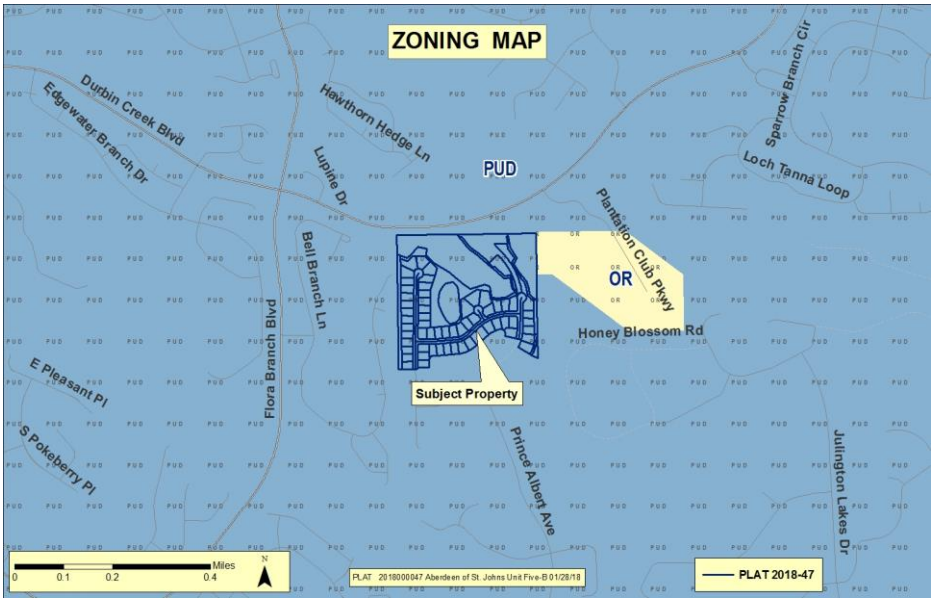


MAP SERIES

Future Land Use:
Residential - C

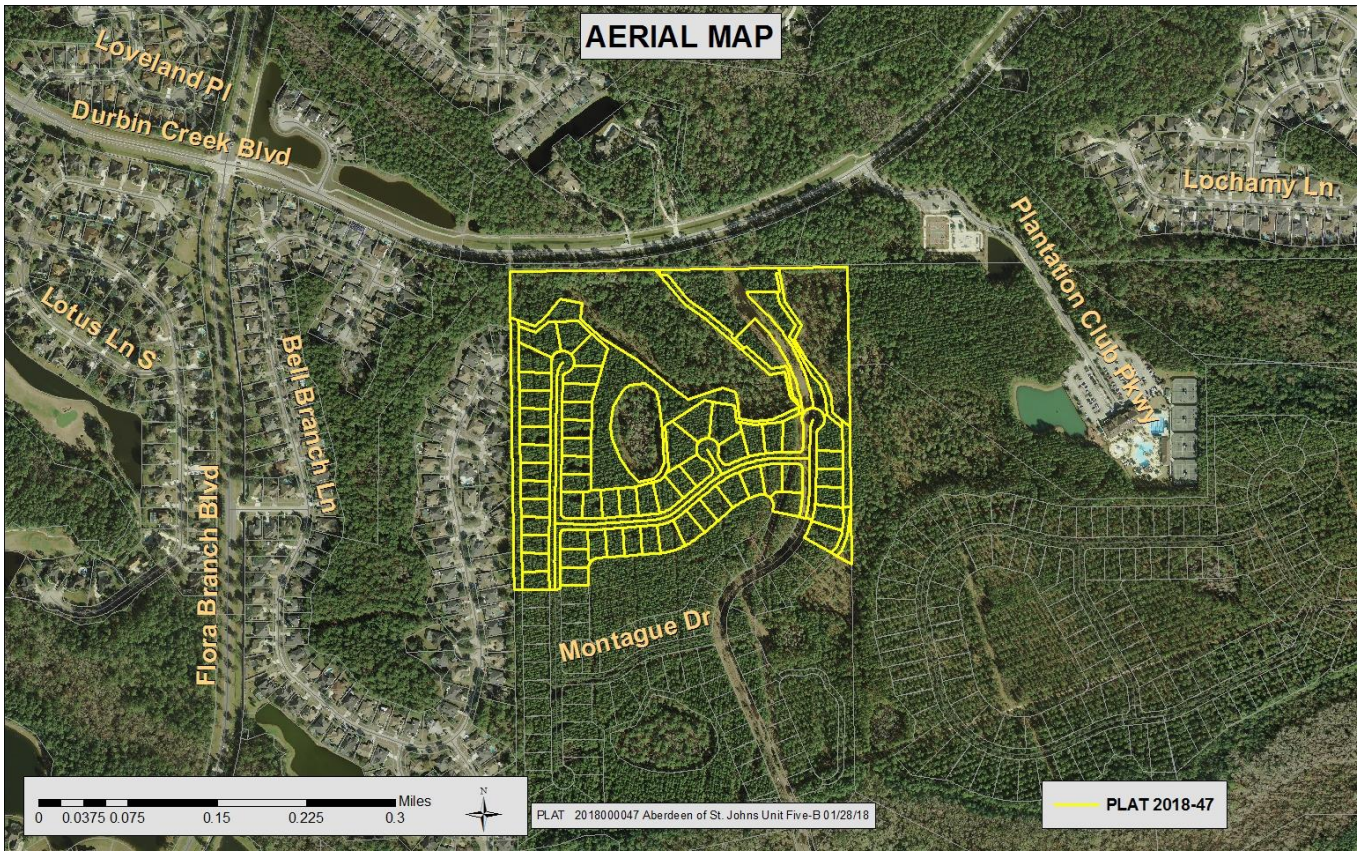


Zoning District: PUD



MAP SERIES CONT'D

Aerial Imagery:



NARRATIVE SUMMARY: This plat consists of 42.42 acres and 60 single family lots. This plat is one of multiple plats within the Aberdeen Planned Unit Development. The road rights of way designated as Prince Albert Avenue, Rustlewood Lane, Castle Trail Drive, Kilgour Court, and Wilmot Place are proposed to be dedicated to St. Johns County. This is consistent with previous road dedications within the Aberdeen development. This plat has been found to be in compliance with the Aberdeen Planned Unit Development.

TECHNICAL REVIEW: The Operations Division has routed this request to all appropriate reviewing departments. All comments have been addressed.

RECOMMENDED ACTION

Motion to adopt Resolution 2019-___approving the final plat for Aberdeen of St. Johns Unit Five-B.

ATTACHMENTS
Additional information is provided through attached exhibits.

1. Resolution
2. Copy of Plat

Attachment 1
Resolution

RESOLUTION NO. 2019-_____
RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA APPROVING A PLAT FOR ABERDEEN of ST. JOHNS UNIT FIVE-B

WHEREAS, D.R. HORTON, INC. A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER has applied to the Board of County Commissioners of St. Johns County, Florida for approval to record a plat known as Aberdeen of St. Johns Unit Five-B.

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

Section 1. The above-described subdivision plat and its dedicated areas depicted thereon are conditionally approved and accepted by the Board of County Commissioners of St. Johns County, Florida subject to Sections 2, 3, 4, 5 and 6.

Section 2. A Required Improvements Bond in the amount of **$861,448.59** has been filed with the Clerk's office.

Section 3. A Required Improvements Bond in the amount of **$131,847.12** will be required for maintenance.

Section 4. The approval and acceptance described in Section 1 shall not take effect until the Clerk has received a title opinion, certificate, or policy pertaining to the real property that is the subject of the aforenamed subdivision plat which opinion, certificate or policy is in a form acceptable to the County Attorney or Assistant County Attorney.

Section 5. The Clerk is instructed to file and record the consent and joinder(s) to the plat executed by all mortgages identified in the title opinion or certificate of the title in Section 4.

Section 6. The approval and acceptance described in Section 1 shall not take effect until the plat has been signed by each of the following departments, person or offices:

a) Chairman or Vice-Chairman of the Board of County Commissioners of St. Johns County, Florida;
b) Office of the County Attorney;
c) County Growth Management Department;
d) Office of the County Surveyor; and
e) Clerk of Courts.

The Clerk shall not sign or accept the Plat for recording until it has been signed by each of the above persons or entities described in a) through d) above. If the plat is not signed and accepted by the Clerk for recording within 14 days from the date hereof, then the above-described conditional approval shall

automatically terminate. If the plat is signed by the Clerk on or before such time, the conditions described herein shall be deemed to have been met.

ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this _____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: _____
Paul M. Waldron Chair

ATTEST: Hunter S. Conrad, Clerk

_____
Deputy Clerk

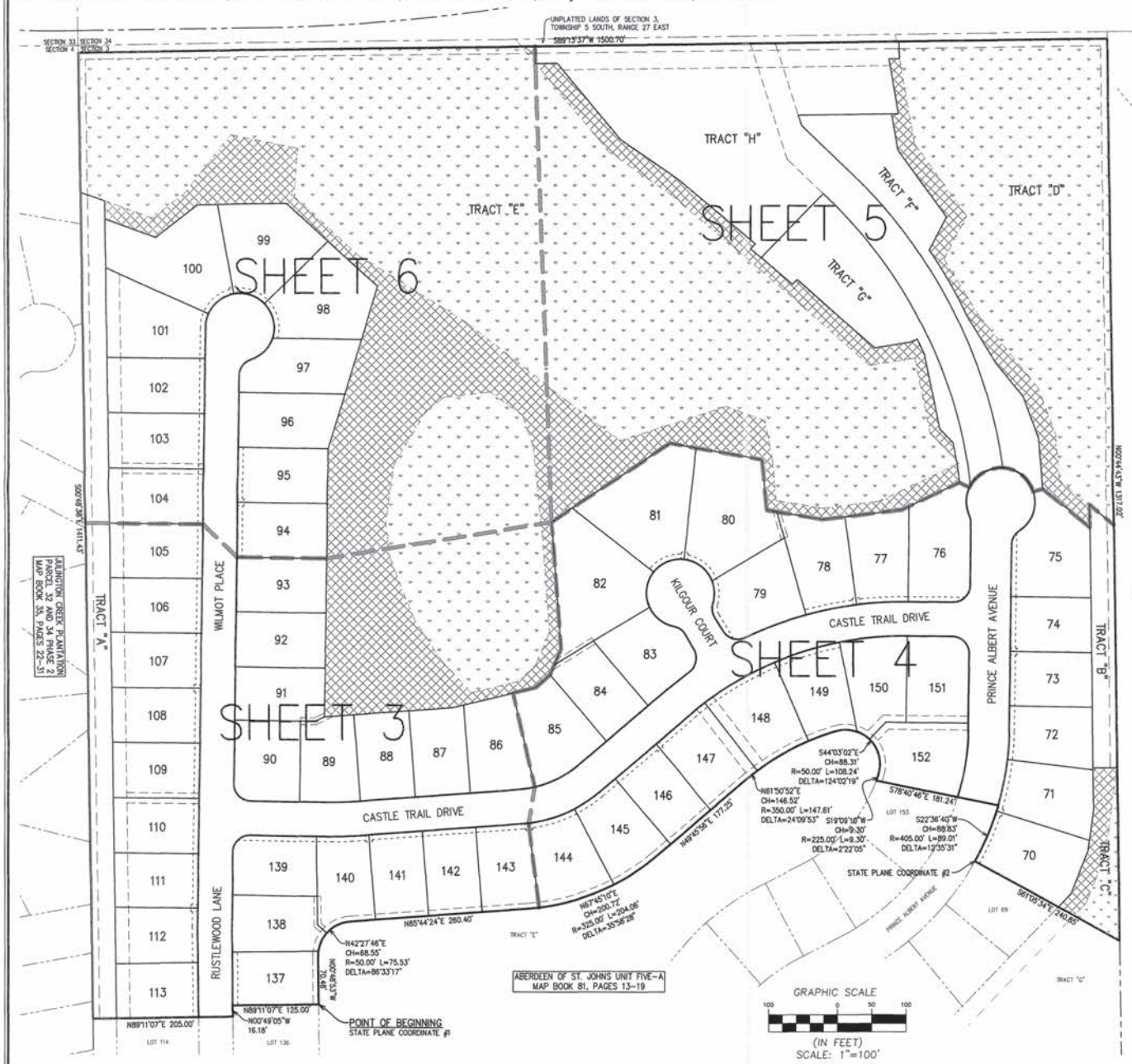
Attachment 2

Plat Map

ABERDEEN OF ST. JOHNS UNIT FIVE-B

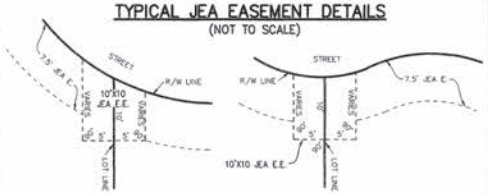
A PORTION OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA

MAP BOOK____PAGE____



TYPICAL JEA EASEMENT DETAILS

(NOT TO SCALE)



NOTES:

1. BEARING REFERENCE: S78°40'46"E FOR A NORTHERLY TERMINUS LINE OF PRINCE ALBERT AVENUE PER PLAT OF ABERDEEN OF ST. JOHNS UNIT FIVE-A, MAP BOOK 81, PAGES 13-19.

2. STATE PLANE COORDINATES SHOWN WITH VALUES IN FEET AND DECIMALS THEREOF ARE BASED ON NORTH AMERICAN DATUM 1983/90, FLORIDA EAST ZONE ARE FOR GIS MAPPING PURPOSES ONLY. THE GEODETIC CONTROL RELIED UPON FOR THESE VALUES WAS THE EXISTING RECORD PLAT OF ABERDEEN (D.R. HORTON-PHASE 1), MAP BOOK 60, PAGES 58-78.

3. NOTICE THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

4. THOSE EASEMENTS DESIGNATED AS "JEA E." (JEA EASEMENT) AND "JEA E.E." (JEA EQUIPMENT EASEMENT) ARE HEREBY IRREVOCABLY DEDICATED TO JEA, ITS SUCCESSORS AND ASSIGNS, FOR ITS NON-EXCLUSIVE USE IN CONJUNCTION WITH ITS UNDERGROUND ELECTRIC SYSTEM.

5. CURRENT LAW PROVIDES THAT NO CONSTRUCTION, FILLING, REMOVAL OF EARTH, CUTTING OF TREES OR OTHER PLANTS SHALL TAKE PLACE WATERWARD OF THE JURISDICTIONAL WETLAND LINE AS DEPICTED ON THIS PLAT WITHOUT THE WRITTEN APPROVAL OF ST. JOHNS COUNTY AND OTHER REGULATORY AGENCIES WITH JURISDICTION OVER SUCH WETLANDS. IT IS THE RESPONSIBILITY OF THE LOT OWNER, HIS AGENT AND THE ENTITY PERFORMING ANY ACTIVITY WITHIN THE WETLAND AREA TO ACQUIRE THE NECESSARY WRITTEN APPROVALS PRIOR TO THE BEGINNING OF ANY WORK. THIS WETLAND JURISDICTIONAL LINE MAY BE SUPERSEDED AND REDEFINED FROM TIME TO TIME BY THE APPROPRIATE GOVERNMENT AGENCIES.

6. UPLAND BUFFERS ADJACENT TO WETLANDS ARE AVERAGED 25 FEET WIDE, MINIMUM OF 10 FEET WIDE, AND ARE TO REMAIN NATURAL, VEGETATIVE AND UNDISTURBED.

7. THE EASEMENTS SHOWN HEREON AND DESIGNATED AS UNOBSTRUCTED EASEMENTS SHALL REMAIN TOTALLY UNOBSTRUCTED BY ANY PERMANENT IMPROVEMENTS WHICH MAY IMPEDE THE USE OF SAID EASEMENT BY THE EASEMENT HOLDER. THE CONSTRUCTION OF DRIVEWAYS AND THE INSTALLATION OF FENCES, HEDGES AND LANDSCAPING IS PERMISSIBLE BUT SUBJECT TO REMOVAL BY THE EASEMENT HOLDER AT THE EXPENSE OF EACH LOT OWNER FOR THE REMOVAL AND/OR REPLACEMENT OF SUCH ITEMS. THE EASEMENTS SHOWN HEREON AND DESIGNATED AS UNOBSTRUCTED/ACCESS EASEMENTS, SHALL REMAIN TOTALLY UNOBSTRUCTED BY ANY IMPROVEMENTS THAT MAY IMPEDE THE USE AND ACCESS OF SAID EASEMENT BY THE EASEMENT HOLDER.

8. THE APPROXIMATE TOP OF BANK OF THE STORMWATER MANAGEMENT FACILITIES SHOWN HEREON DEPICT A GRAPHIC REPRESENTATION BASED ON THE ENGINEERING PLANS FOR THIS PLAT AND DO NOT REPRESENT ACTUAL "AS-BUILT" CONDITIONS.

9. JEA EASEMENTS SHALL REMAIN TOTALLY UNOBSTRUCTED BY ANY PERMANENT IMPROVEMENTS WHICH MAY IMPEDE THE USE OF SAID EASEMENTS BY JEA.

10. JEA EQUIPMENT EASEMENTS SHALL REMAIN TOTALLY UNOBSTRUCTED BY ANY IMPROVEMENTS THAT MAY IMPEDE THE USE AND ACCESS OF SAID EASEMENTS BY JEA.

11. 60 TOTAL LOTS IN THIS PHASE.

UNPLATTED LANDS OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 27 EAST

LEGEND	
PRM	PERMANENT REFERENCE MONUMENT
■	FOUND 4"x4" CONCRETE MONUMENT (LB 1704), PRM
□	SET 4"x4" CONCRETE MONUMENT (LB 1704), PRM
●	FOUND 1/2" IRON PIPE (LB 1704), PRM
○	SET 1/2" IRON PIPE (LB 1704), PRM
⊕	SET PERMANENT CONTROL POINT (LB 1704)
CH	CHORD DISTANCE
R	RADIUS
L	ARC LENGTH
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PRC	POINT OF REVERSE CURVATURE
PCC	POINT OF COMPOUND CURVATURE
POC	POINT ON CURVE
(R)	RADIAL BEARING
R/W	RIGHT OF WAY
O.R.	OFFICIAL RECORDS BOOK OR VOLUME

STATE PLANE COORDINATES TABLE			
POINT	NORTHING	EASTING	DESCRIPTION
1	2096514.7735	470193.2164	POINT OF BEGINNING, PRM
2	2096724.9512	471150.3725	SW CORNER OF LOT 70, PRM

Surveyed and Prepared By:
RICHARD P. CLARSON AND ASSOCIATES, INC.
Professional Surveyors and Mappers
1643 Naldo Avenue, Jacksonville, FL 32207
Phone: 904.396.2623 Website: clarsonfl.com
- Proudly Surveying in Jacksonville and Northeast Florida since 1952 -

S:\Subdivisions\St. Johns County\Aberdeen\Aberdeen of St. Johns\Unit 5B\18-125 Subdivision\dwg\PLAT.dwg

4	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

2/19/2019

BCC MEETING DATE

TO: **Michael D. Wanchick, County Administrator** **DATE:** **January 28, 2019**

FROM: **Kelly Schley, Application Review Supervisor** **PHONE:** **209-0603**

SUBJECT OR TITLE: **PLAT 2018-12 Worthington Estates Phase II**

AGENDA TYPE: **Consent Agenda, Resolution**

BACKGROUND INFORMATION:

The subject of this Resolution is Final Plat approval for Worthington Estates Phase II. The subject property is located west of Longleaf Pine Parkway and north of Greenbriar Road within the Worthington Estates Planned Unit Development. This plat consists of 46.28 acres and contains 56 single-family lots. The road rights of way designated as Flach Drive, Arly Court, Old Cottage Drive and Scott Road are proposed to be dedicated to Saint Johns County. A Required Improvements Bond in the amount of $417,885.99 has been submitted to the Clerk's Office. A Required Improvements Bond in the amount of $315,347.27 will be required for maintenance. This plat has been found to be in compliance with the Worthington Estates Planned Unit Development. Water and sewer will be provided by JEA.

1. IS FUNDING REQUIRED? No **2. IF YES, INDICATE IF BUDGETED.** No

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE:

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to Adopt Resolution 2019-_____ approving the final plat for Worthington Estates Phase II.

For Administration Use Only:
Legal: PS 2/5/2019 **OMB: N/A** **Admin: DML 2/11/2019**

Growth Management Department

OPERATIONSDIVISION REPORT

Application for Plat Approval

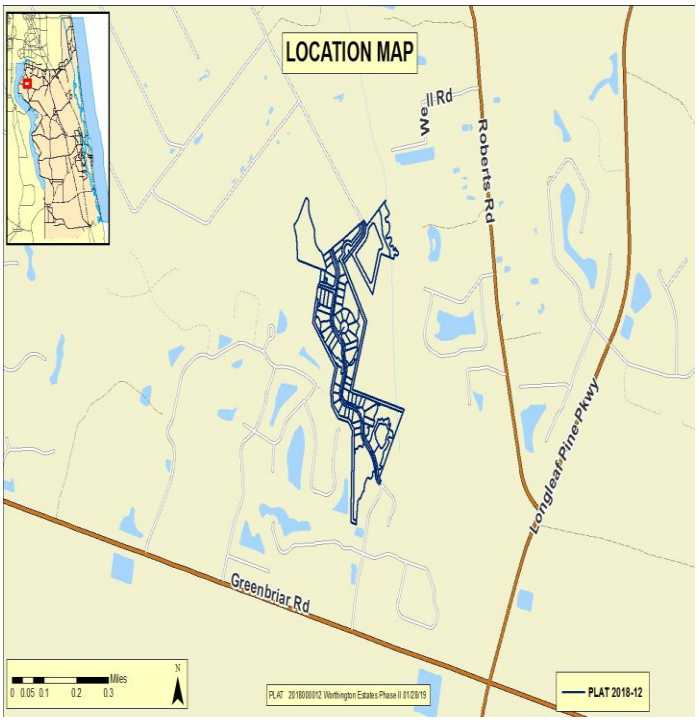
File Number: PLAT 2018-12 Worthington Estates Phase II

To:	St. Johns County Board of County Commissioners
From:	Kelly Schley, Application Review Supervisor
Date:	January 28, 2019
Subject:	PLAT 2018-12 Worthington Estates Phase II
Applicant:	Mill Creek Plantation North LLC, A Florida Limited Liability Company
Applicant Rep:	Bill Melrose
Hearing date:	Board of County Commissioners – February 19, 2019

PROJECT DATA

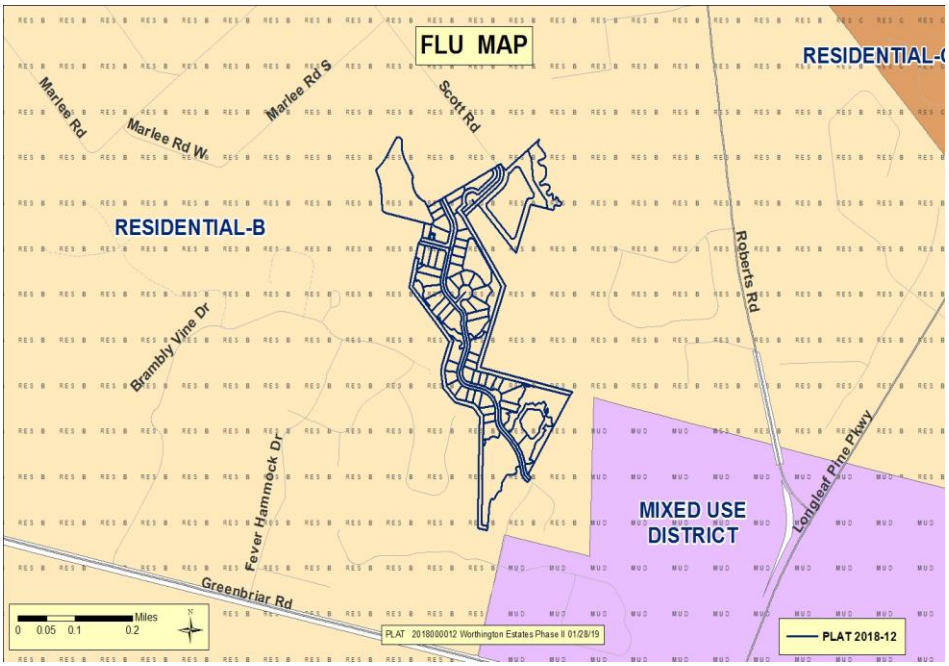
Location: The subject property is located west of Longleaf Pine Parkway and north of Greenbriar Road within the Worthington Estates Planned Unit Development. The project is located within Commissioner District 1.

Requested Change: This plat consists of 46.28 acres and contains 56 single-family lots.

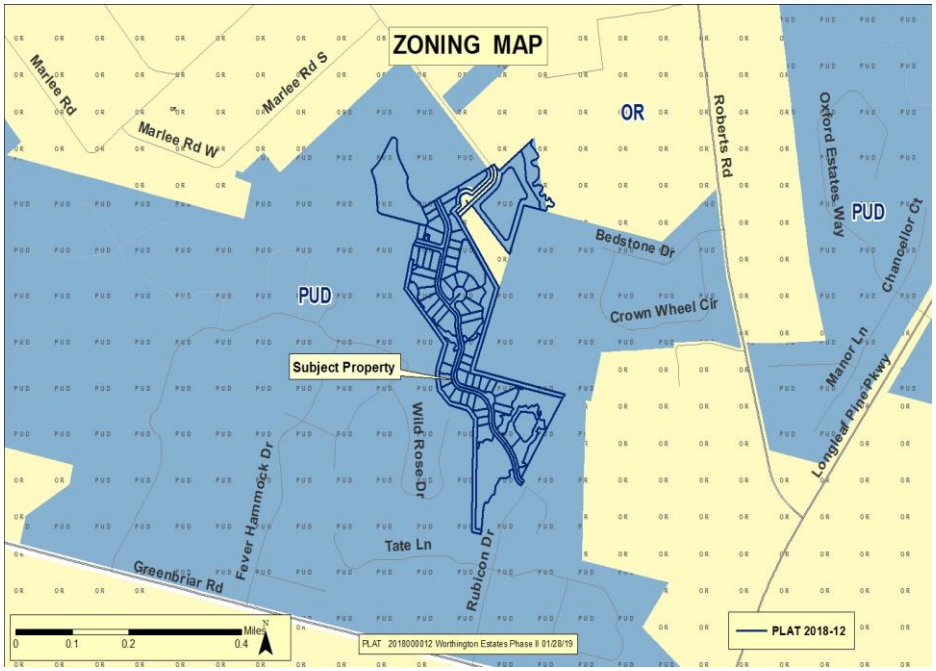


MAP SERIES

Future Land Use:
Residential - B

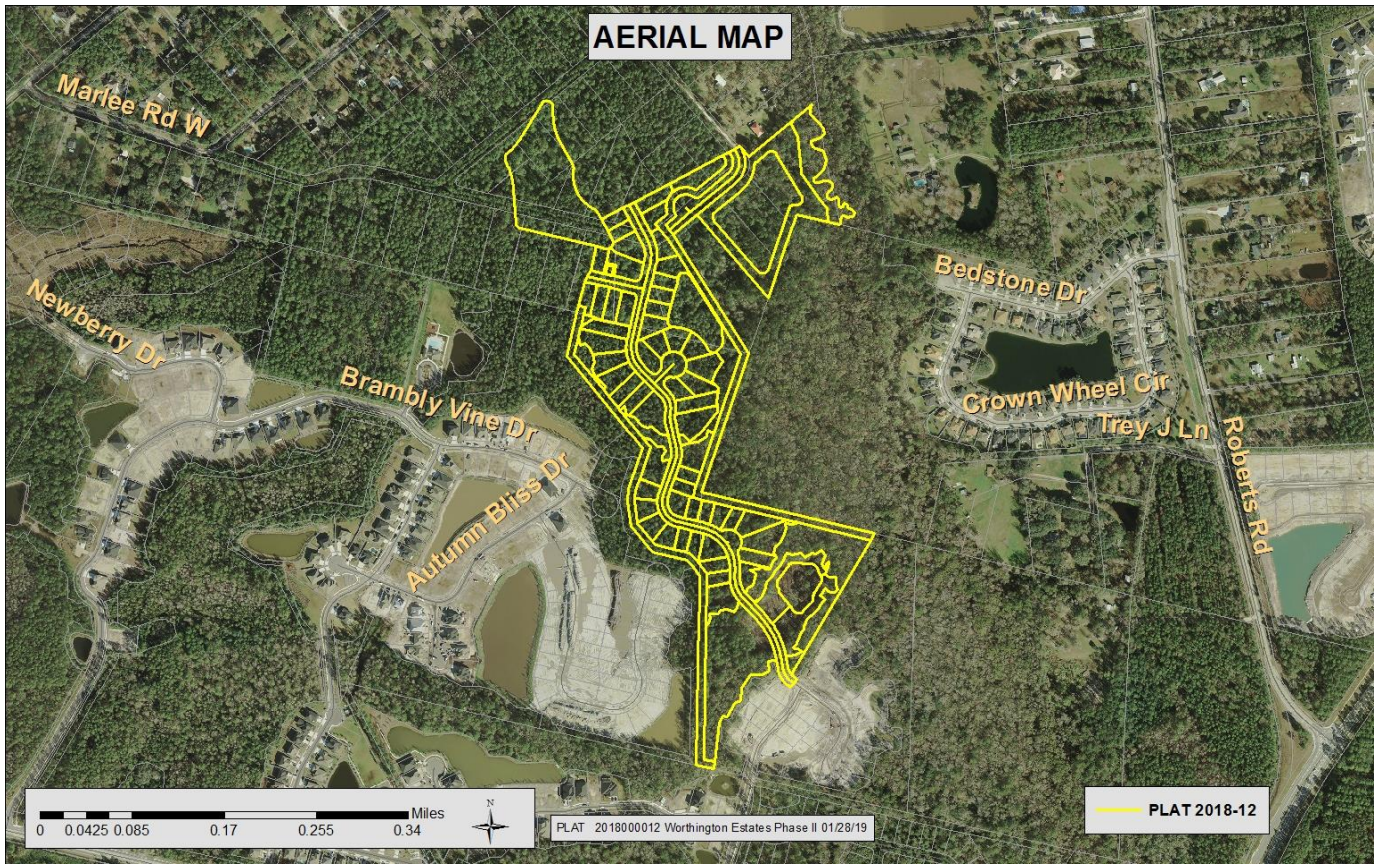


Zoning District: PUD



MAP SERIES CONT'D

Aerial Imagery:



NARRATIVE SUMMARY: This plat consists of 46.28 acres and 56 single-family lots. The road rights of way designated as Flach Drive, Arly Court, Old Cottage Drive and Scott Road are proposed to be dedicated to St. Johns County. This is consistent with previous road dedications within the Worthington Estates Planned Unit Development. This plat has been found to be in compliance with the Worthington Estates Planned Unit Development.

TECHNICAL REVIEW: The Operations Division has routed this request to all appropriate reviewing departments. All comments have been addressed.

RECOMMENDED ACTION

Motion to adopt Resolution 2019-_____approving the final plat for Worthington Estates Phase II.

ATTACHMENTS
Additional information is provided through attached exhibits.

1. Resolution
2. Copy of Plat

Attachment 1
Resolution

RESOLUTION NO. 2019-_____
RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA APPROVING A PLAT FOR WORTHINGTON ESTATES PHASE II.

WHEREAS, MILL CREEK PLANTATION NORTH LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS OWNER has applied to the Board of County Commissioners of St. Johns County, Florida for approval to record a plat known as Worthington Estates Phase II.

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

Section 1. The above-described subdivision plat and its dedicated areas depicted thereon are conditionally approved and accepted by the Board of County Commissioners of St. Johns County, Florida subject to Sections 2, 3, 4, 5 and 6.

Section 2. A Required Improvements Bond in the amount of $417,885.99 has been filed with the Clerk's office.

Section 3. A Required Improvements Bond in the amount of $315,347.27 will be required for maintenance.

Section 4. The approval and acceptance described in Section 1 shall not take effect until the Clerk has received a title opinion, certificate, or policy pertaining to the real property that is the subject of the aforenamed subdivision plat which opinion, certificate or policy is in a form acceptable to the County Attorney or Assistant County Attorney.

Section 5. The Clerk is instructed to file and record the consent and joinder (s) to the plat executed by all mortgages identified in the title opinion or certificate of the title in Section 4.

Section 6. The approval and acceptance described in Section 1 shall not take effect until the plat has been signed by each of the following departments, person or offices:

a) Chairman or Vice-Chairman of the Board of County Commissioners of St. Johns County, Florida;
b) Office of the County Attorney;
c) County Growth Management Department;
d) Office of the County Surveyor; and
e) Clerk of Courts.

The Clerk shall not sign or accept the Plat for recording until it has been signed by each of the above persons or entities described in a) through d) above. If the plat is not signed and accepted by the Clerk for recording within 14 days from the date hereof, then the above-described conditional approval shall

automatically terminate. If the plat is signed by the Clerk on or before such time, the conditions described herein shall be deemed to have been met.

ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this _____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: _____
Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk

_____
Deputy Clerk

Attachment 2

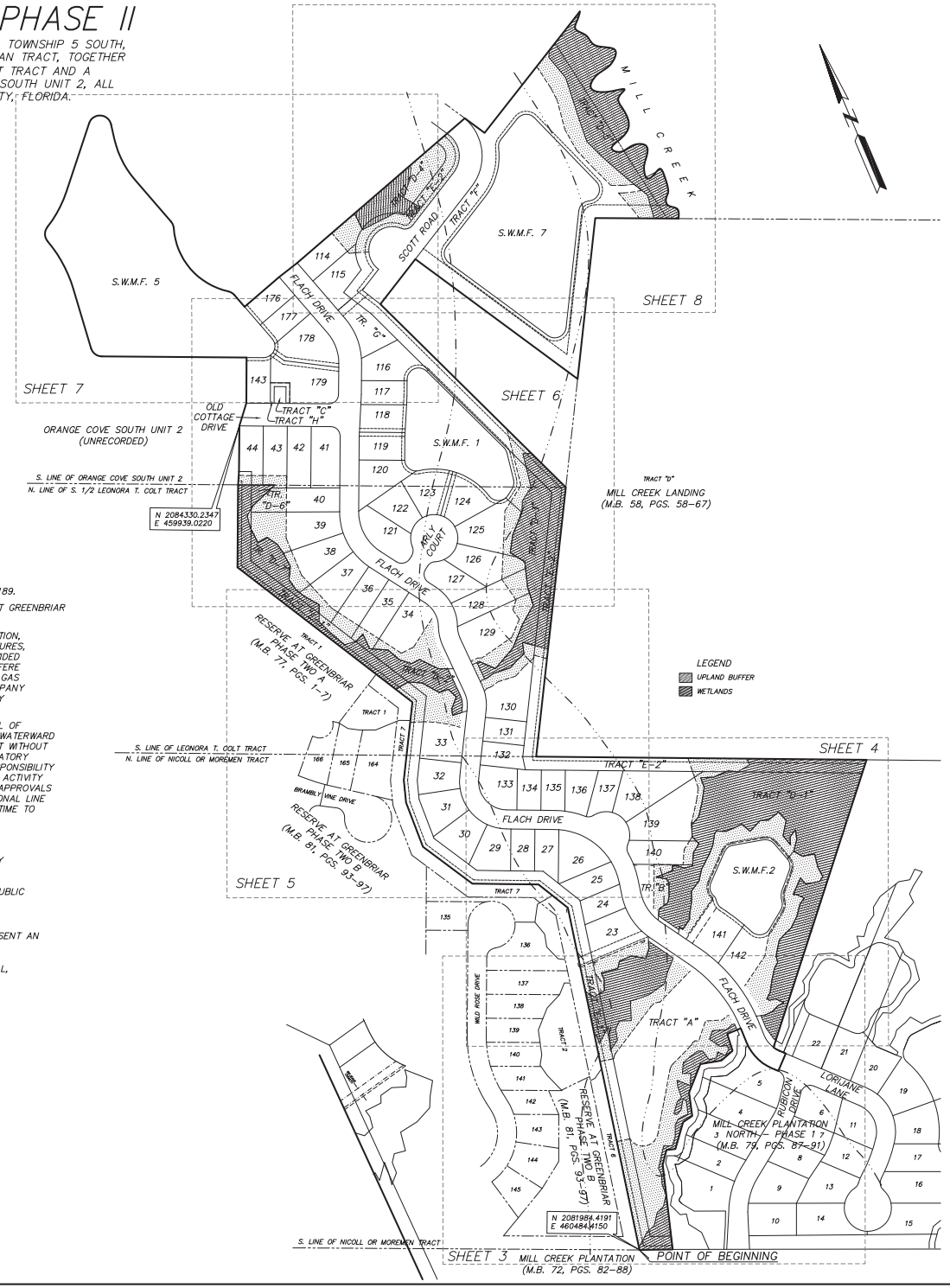
Plat Map

WORTHINGTON ESTATES PHASE II

A PORTION OF THE FRANCIS PHILIP FATIO GRANT, SECTION 39, TOWNSHIP 5 SOUTH, RANGE 27 EAST, BEING A PORTION OF THE NICOLL OR MOREMAN TRACT, TOGETHER WITH A PORTION OF THE SOUTH 1/2 OF THE LEONORA T. COLT TRACT AND A PORTION OF THE UNRECORDED SUBDIVISION OF ORANGE COVE SOUTH UNIT 2, ALL LYING IN SAID FRANCIS PHILIP FATIO GRANT, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK_____ PAGE_____

SHEET 2 OF 8 SHEETS



0 100 200 400

GRAPHIC SCALE IN FEET
1" = 200'

LEGEND

P.C.	Point of Curvature
P.T.	Point of Tangency
P.R.C.	Point of Reverse Curvature
P.C.C.	Point of Compound Curvature
P.I.	Point of Intersection
CA	Central Angle
R	Radius
L	Arc
CB	Chord Bearing
CH	Chord Distance
C1	Tabulated Curve Data
L1	Tabulated Line Data
C/L	Centerline
TOB	Top of Bank
◉	Permanent Reference Monument (P.R.M.)
●	Permanent Control Point (P.C.P.)
FPL-E	Florida Power & Light Company Easement
JEA-E	Jacksonville Electric Authority Utility Easement
U.D.E.	Unobstructed Drainage Easement

NOTES:

1) ◉ DENOTES PERMANENT REFERENCE MONUMENT SET NO. L.B. 5189.

2) BEARINGS BASED ON THE EASTERLY LINE OF TRACT 6, RESERVE AT GREENBRIAR PHASE TWO B (MAP BOOK 81, PAGES 93-97)

3) ALL PLATTED EASEMENTS SHOWN HEREON ARE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF DRAINAGE STRUCTURES, UTILITIES, SANITARY SEWERS AND CABLE TELEVISION SERVICE, PROVIDED HOWEVER THAT SAID CABLE TELEVISION SERVICE, SHALL NOT INTERFERE WITH THE FACILITIES AND SERVICES OF ANY ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.

4) CURRENT LAW PROVIDES THAT NO CONSTRUCTION, FILLING, REMOVAL OF EARTH, CUTTING OF TREES OR OTHER PLANTS SHALL TAKE PLACE WATERWARD OF THE JURISDICTIONAL WETLAND LINES AS DEPICTED ON THIS PLAT WITHOUT THE WRITTEN APPROVAL OF ST. JOHNS COUNTY AND OTHER REGULATORY AGENCIES WITH JURISDICTION OVER SUCH WETLANDS. IT IS THE RESPONSIBILITY OF THE LOT OWNER, HIS AGENT AND THE ENTITY PERFORMING ANY ACTIVITY WITHIN THE WETLAND AREA TO ACQUIRE THE NECESSARY WRITTEN APPROVALS PRIOR TO THE BEGINNING OF ANY WORK. THIS WETLAND JURISDICTIONAL LINE AND UPLAND BUFFER MAY BE SUPERSEDED AND REDEFINED FROM TIME TO TIME BY THE APPROPRIATE GOVERNMENTAL AGENCIES.

5) NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

6) THE LAKES AND TOP OF BANK SHOWN HEREON DEPICTS A GRAPHIC REPRESENTATION OF THE PROPOSED LAKES, AND DOES NOT REPRESENT AN ACTUAL "AS-BUILT" CONDITION.

6) UPLAND BUFFERS ADJACENT TO WETLANDS ARE TO REMAIN NATURAL, VEGETATIVE AND UNDISTURBED.

STATE PLANE COORDINATE NOTE-
THE INTENDED USE OF THESE COORDINATES IS FOR GIS BASE MAPPING PURPOSES. THE GEODETIC CONTROL RELIED UPON FOR THESE VALUES WAS ST. JOHNS COUNTY GEODETIC CONTROL MONUMENTS 03_1 AND 03_4. COORDINATES ARE BASED ON NORTH AMERICAN DATUM 83/90 - STATE PLANE COORDINATES - FLORIDA EAST ZONE - U.S. FEET.

PREPARED BY:
RICHARD A. MILLER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
6701 BEACH BLVD., SUITE #200
JACKSONVILLE, FLORIDA 32216
FAX (904) 721-5758
TELEPHONE (904) 721-1226

5	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

2/19/2019

BCC MEETING DATE

TO: **Michael D. Wanchick, County Administrator** **DATE:** **January 28, 2019**

FROM: **Kelly Schley, Application Review Supervisor** **PHONE:** **209-0603**

SUBJECT OR TITLE: **PLAT 2018-68 Shearwater Phase 2A-3 (Replat)**

AGENDA TYPE: **Consent Agenda, Resolution**

BACKGROUND INFORMATION:

The subject of this Resolution is Final Plat approval for Shearwater Phase 2A-3. This plat consists of 11.22 acres and 68 single-family lots. This replat is limited to the lotting of previously platted tracts. This plat has been found to be in compliance with the Ashford Mills Planned Unit Development. This project is located within Commissioner District 1 & 2. The subject property is located southeast of County Road 210 West and east of Shearwater Parkway within the Ashford Mills Planned Unit Development. There are no road rights-of-way proposed. A Required Improvements Bond for construction is not required. A Required Improvements for maintenance is not required. Water and sewer will be provided by JEA.

1. IS FUNDING REQUIRED? No **2. IF YES, INDICATE IF BUDGETED.** No

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE:

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2019-_____, approving the final plat for Shearwater Phase 2A-3 (Replat).

For Administration Use Only:
Legal: PS 2/5/2019 **OMB: N/A** **Admin: DML 2/11/2019**

Growth Management Department

OPERATIONS DIVISION REPORT

Application for Plat Approval

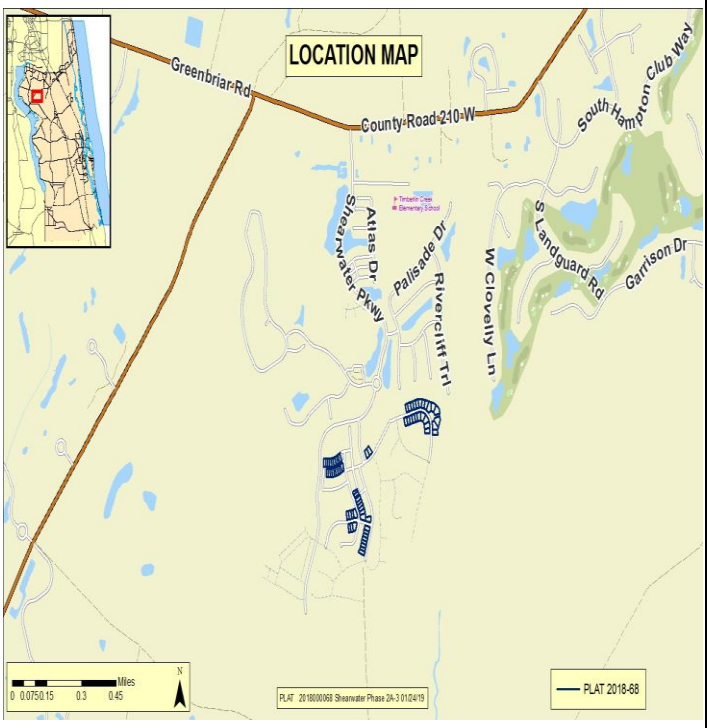
File Number: PLAT 2018-68 Shearwater Phase 2A-3

To:	St. Johns County Board of County Commissioners
From:	Kelly Schley, Application Review Supervisor
Date:	January 28, 2019
Subject:	PLAT 2018-68 Shearwater Phase 2A-3
Applicant:	WFC Ashford Mills Owner VII, LLC, a Delaware Limited Liability Company
Applicant Rep:	Jeff Steinle
Hearing date:	Board of County Commissioners – February 19, 2019

PROJECT DATA

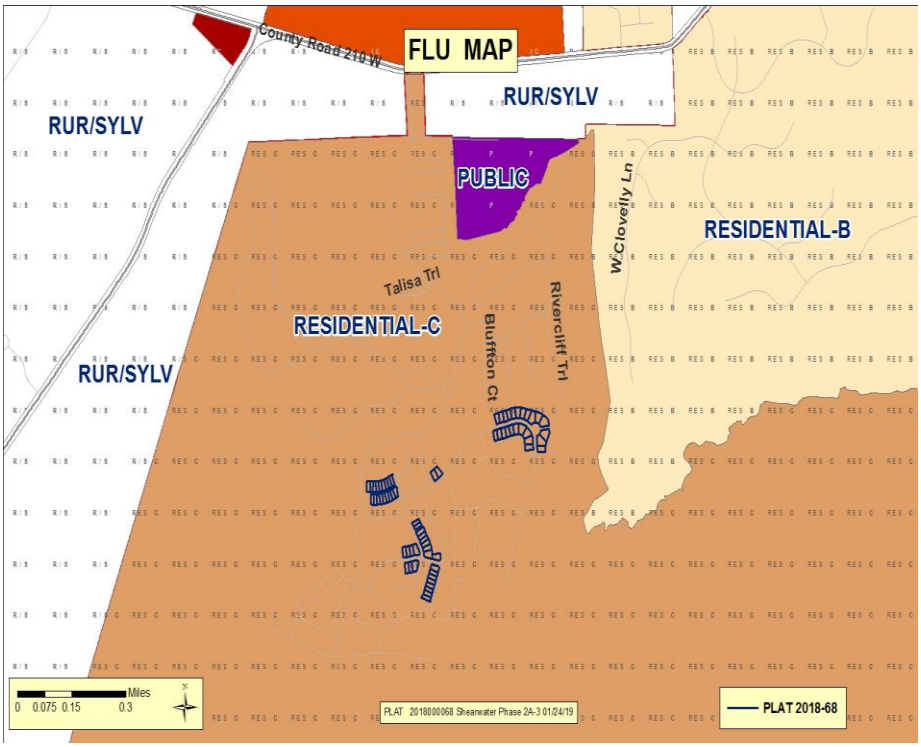
Location: The subject property is located southeast of County Road 210 West and east of Shearwater Parkway within the Ashford Mills Planned Unit Development. This project is located within Commissioner Districts 1 & 2.

Requested Change: This plat consists of 11.22 acres and 68 single-family lots. The purpose of this replat is to lot previously platted residential tracts.

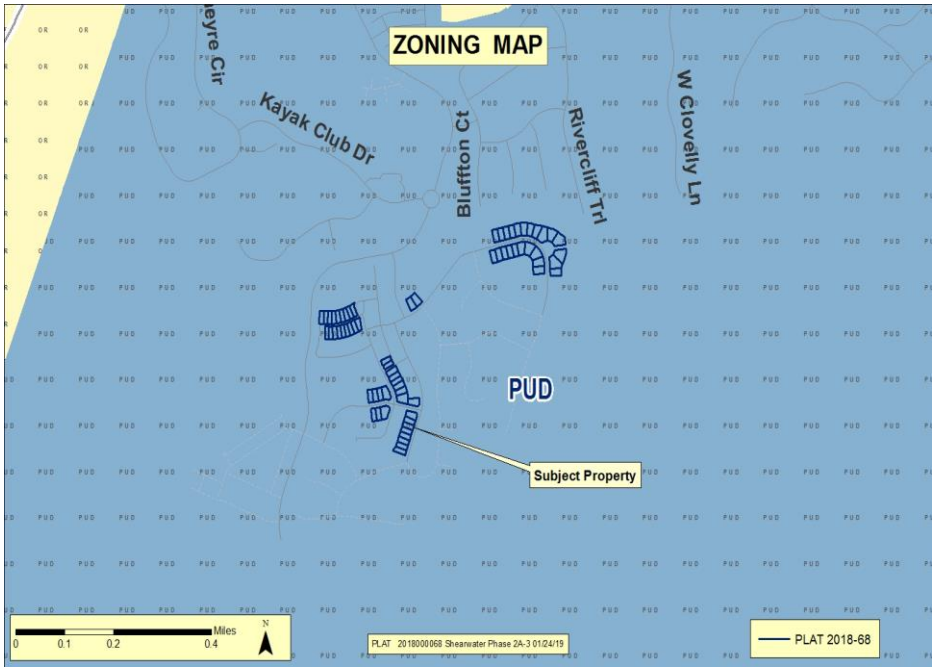


MAP SERIES

Future Land Use: Residential-C

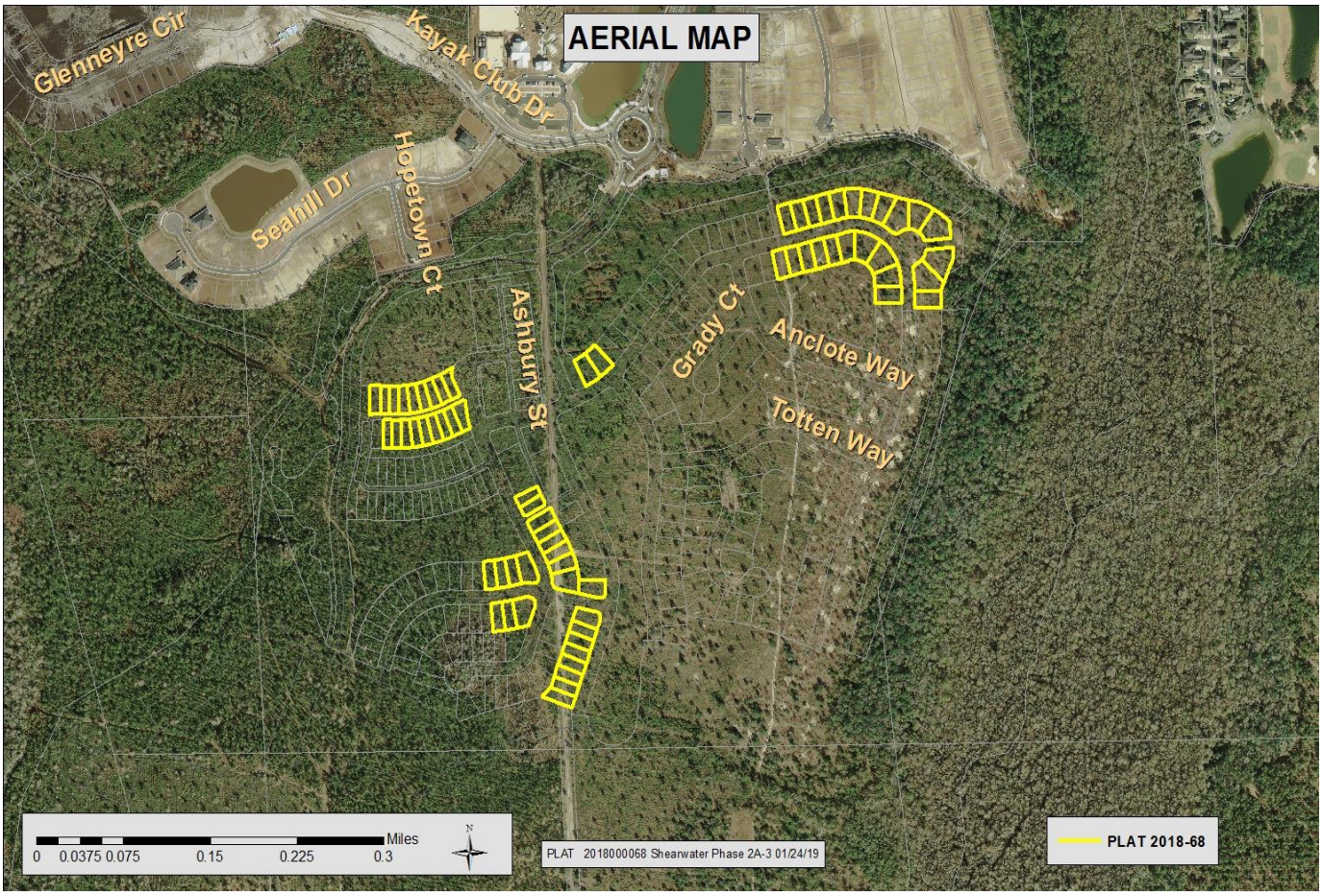


Zoning District: PUD



MAP SERIES CONT'D

Aerial Imagery:



NARRATIVE SUMMARY: This plat consists of 11.22 acres and 68 single family lots. This replat is limited to the lotting of previously platted tracts. There are no road rights-of-way proposed. This plat is one of multiple plats within the Ashford Mills Planned Unit Development and has been found to be in compliance with the Ashford Mills Planned Unit Development.

TECHNICAL REVIEW: The Operations Division has routed this request to all appropriate reviewing departments. All comments have been addressed.

RECOMMENDED ACTION

Motion to adopt Resolution 2019-_____approving the final plat for Shearwater Phase 2A-3.

ATTACHMENTS
Additional information is provided through attached exhibits.

1. Resolution
2. Copy of Plat

Attachment 1
Resolution

RESOLUTION NO. 2019-_____
RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA APPROVING A PLAT FOR SHEARWATER PHASE 2A-3.

WHEREAS, WFC ASHFORD MILLS OWNER VII, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER has applied to the Board of County Commissioners of St. Johns County, Florida for approval to record a plat known as Shearwater Phase 2A-3.

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

Section 1. The above-described subdivision plat and its dedicated areas depicted thereon are conditionally approved and accepted by the Board of County Commissioners of St. Johns County, Florida subject to Sections 2, 3, 4, 5 and 6.

Section 2. A Required Improvements Bond for construction is not required.

Section 3. A Required Improvements Bond for maintenance is not required.

Section 4. The approval and acceptance described in Section 1 shall not take effect until the Clerk has received a title opinion, certificate, or policy pertaining to the real property that is the subject of the aforenamed subdivision plat which opinion, certificate or policy is in a form acceptable to the County Attorney or Assistant County Attorney.

Section 5. The Clerk is instructed to file and record the consent and joinder (s) to the plat executed by all mortgages identified in the title opinion or certificate of the title in Section 4.

Section 6. The approval and acceptance described in Section 1 shall not take effect until the plat has been signed by each of the following departments, person or offices:

a) Chairman or Vice-Chairman of the Board of County Commissioners of St. Johns County, Florida;
b) Office of the County Attorney;
c) County Growth Management Department;
d) Office of the County Surveyor; and
e) Clerk of Courts.

The Clerk shall not sign or accept the Plat for recording until it has been signed by each of the above persons or entities described in a) through d) above. If the plat is not signed and accepted by the Clerk for recording within 14 days from the date hereof, then the above-described conditional approval shall automatically terminate. If the plat is signed by the Clerk on or before such time, the conditions described herein shall be deemed to have been met.

ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this _____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: _____
Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk

_____
Deputy Clerk

Attachment 2

Plat Map

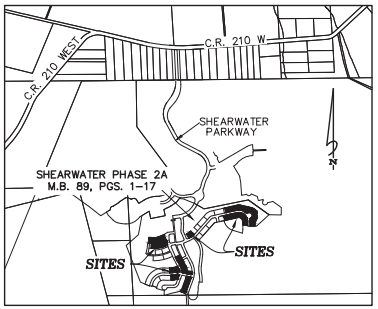
Shearwater Phase 2A–3

MAP BOOK PAGE

A REPLAT OF TRACTS 2A–3, 2A–4, 2A–6, 2A–7, 2A–14, 2A–18, 2A–19, 2A–20, 2A–21, 2A–22, 2A–27, 2A–28, 2A–33, 2A–34, 2A–35, 2A–36, 2A–37, 2A–38 AND A PORTION OF TRACT 2A–39, AS SHOWN ON THE PLAT OF SHEARWATER PHASE 2A, AS RECORDED IN MAP BOOK 89, PAGES 1 THROUGH 17, INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, LYING IN SECTIONS 26 AND 27, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA.

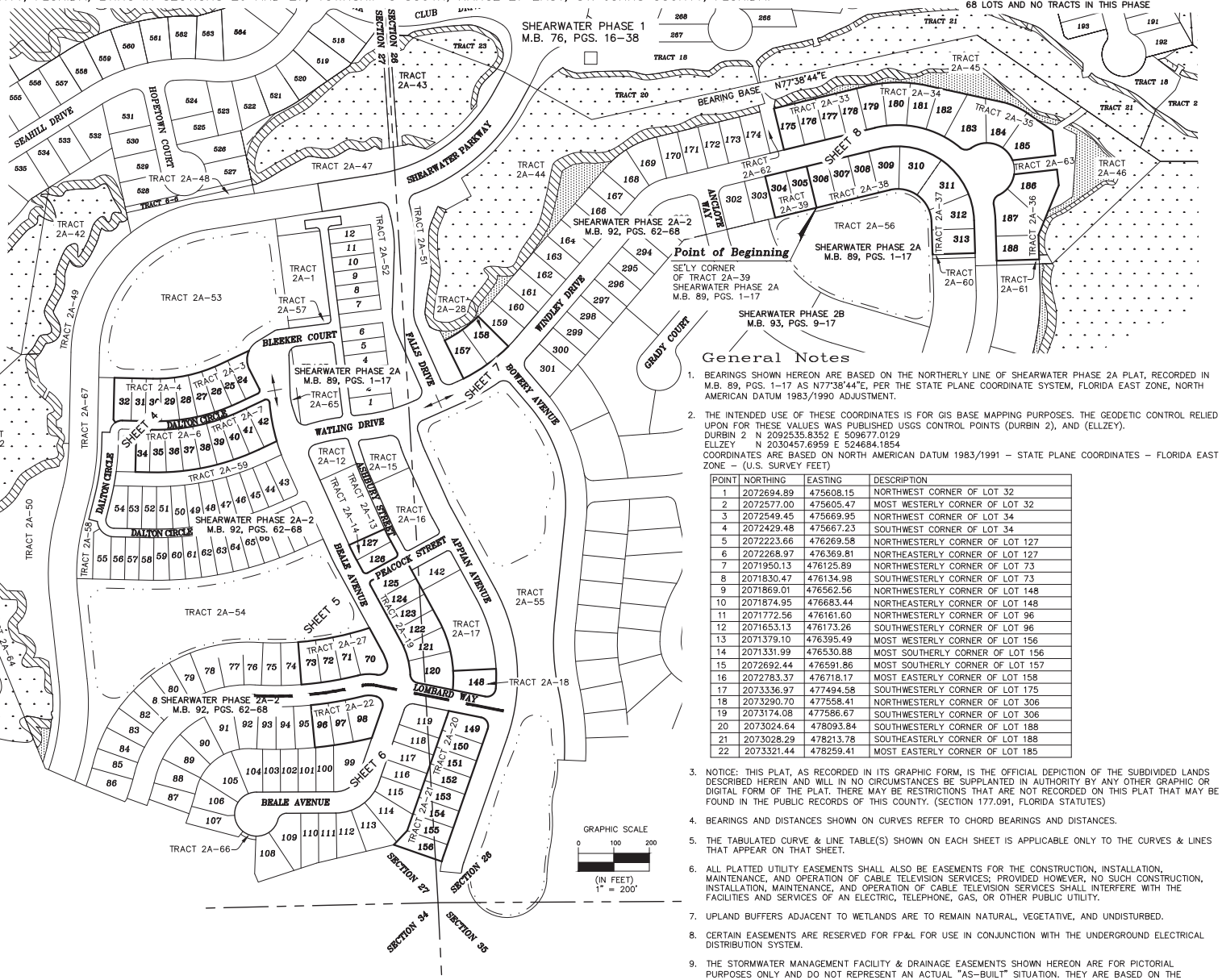
SHEET 3 OF 8 SHEETS

68 LOTS AND NO TRACTS IN THIS PHASE



VICINITY MAP

NOT TO SCALE



LEGEND

R/W	= RIGHT OF WAY
M.B.	= MAP BOOK
O.R.B.	= OFFICIAL RECORDS BOOK
PG(S).	= PAGE(S)
CH	= CHORD DISTANCE
R	= RADIUS
Δ	= DELTA ANGLE
L	= ARC LENGTH
R.P.	= RADIUS POINT
℄	= CENTERLINE
P.C.	= POINT OF CURVATURE
P.T.	= POINT OF TANGENCY
N.T.	= POINT OF NON TANGENCY
(R)	= RADIAL TO LOT LINE
D.E.	= DRAINAGE EASEMENT
C1	= TABULATED CURVE DATA
F.P.L.E.	= FLORIDA POWER AND LIGHT EASEMENT
U.E.	= UTILITY EASEMENT
[F.P.L.E.]	= EASEMENT DEDICATED M.B. 89, PGS. 1–17
ATB	= APPROXIMATE TOP OF BANK
JWL	= JURISDICTIONAL WETLAND LINE
■	= FOUND 4"x4" CONCRETE MONUMENT STAMPED P.R.M. LB 3731
●	= FOUND 5/8" IRON ROD WITH CAP 'P.R.M. LB 3731'
◉	= PERMANENT CONTROL POINT STAMPED P.C.P. LB 3731
⊡	= 4"x4" CONCRETE MONUMENT STAMPED P.R.M. LB 3731
○	= SET 5/8" IRON ROD WITH CAP 'P.R.M. LB 3731'
— · · —	= APPROXIMATE TOP OF BANK
┼	DENOTES CHANGE IN STREET NAME
▨	DENOTES UPLAND BUFFER (NATURAL VEGETATIVE UPLAND BUFFER) 25' AVERAGE WIDTH
▩	DENOTES UPLAND PRESERVATION AREA
▩	DENOTES WETLANDS

General Notes

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTHERLY LINE OF SHEARWATER PHASE 2A PLAT, RECORDED IN M.B. 89, PGS. 1–17 AS N77°38'44"E, PER THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983/1990 ADJUSTMENT.

2. THE INTENDED USE OF THESE COORDINATES IS FOR GIS BASE MAPPING PURPOSES. THE GEODETIC CONTROL RELIED UPON FOR THESE VALUES WAS PUBLISHED USGS CONTROL POINTS (DURBIN 2), AND (ELLZEY).
DURBIN 2 N 2092535.8352 E 509677.0129
ELLZEY N 2030457.6959 E 524684.1854
COORDINATES ARE BASED ON NORTH AMERICAN DATUM 1983/1991 – STATE PLANE COORDINATES – FLORIDA EAST ZONE – (U.S. SURVEY FEET)

POINT	NORTHING	EASTING	DESCRIPTION
1	2072694.89	475608.15	NORTHWEST CORNER OF LOT 32
2	2072577.00	475605.47	MOST WESTERLY CORNER OF LOT 32
3	2072549.45	475669.95	NORTHWEST CORNER OF LOT 34
4	2072429.48	475667.23	SOUTHWEST CORNER OF LOT 34
5	2072223.66	476269.58	NORTHWESTERLY CORNER OF LOT 127
6	2072268.97	476369.81	NORTHEASTERLY CORNER OF LOT 127
7	2071950.13	476125.89	NORTHWESTERLY CORNER OF LOT 73
8	2071830.47	476134.98	SOUTHWESTERLY CORNER OF LOT 73
9	2071869.01	476562.56	NORTHWESTERLY CORNER OF LOT 148
10	2071874.95	476683.44	NORTHEASTERLY CORNER OF LOT 148
11	2071772.56	476161.60	NORTHWESTERLY CORNER OF LOT 96
12	2071653.13	476173.26	SOUTHWESTERLY CORNER OF LOT 96
13	2071379.10	476395.49	MOST WESTERLY CORNER OF LOT 156
14	2071331.99	476530.88	MOST SOUTHERLY CORNER OF LOT 156
15	2072692.44	476591.86	MOST SOUTHERLY CORNER OF LOT 157
16	2072783.37	476718.17	MOST EASTERLY CORNER OF LOT 158
17	2073336.97	477494.58	SOUTHWESTERLY CORNER OF LOT 175
18	2073290.70	477558.41	NORTHWESTERLY CORNER OF LOT 306
19	2073174.08	477586.67	SOUTHWESTERLY CORNER OF LOT 306
20	2073024.64	478093.84	SOUTHWESTERLY CORNER OF LOT 188
21	2073028.29	478213.78	SOUTHEASTERLY CORNER OF LOT 188
22	2073321.44	478259.41	MOST EASTERLY CORNER OF LOT 185

3. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. (SECTION 177.091, FLORIDA STATUTES)

4. BEARINGS AND DISTANCES SHOWN ON CURVES REFER TO CHORD BEARINGS AND DISTANCES.

5. THE TABULATED CURVE & LINE TABLE(S) SHOWN ON EACH SHEET IS APPLICABLE ONLY TO THE CURVES & LINES THAT APPEAR ON THAT SHEET.

6. ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY.

7. UPLAND BUFFERS ADJACENT TO WETLANDS ARE TO REMAIN NATURAL, VEGETATIVE, AND UNDISTURBED.

8. CERTAIN EASEMENTS ARE RESERVED FOR FP&L FOR USE IN CONJUNCTION WITH THE UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM.

9. THE STORMWATER MANAGEMENT FACILITY & DRAINAGE EASEMENTS SHOWN HEREON ARE FOR PICTORIAL PURPOSES ONLY AND DO NOT REPRESENT AN ACTUAL "AS–BUILT" SITUATION. THEY ARE BASED ON THE ENGINEERING PLANS FOR THIS PLAT.

THE LANDS SHOWN HEREON ARE SUBJECT TO THE FOLLOWING:

M.B. 89, PAGES 1–17 EASEMENTS – PLAT OF SHEARWATER PHASE 2A SHOWN HEREON

O.R.B. 4025, PAGE 703 EASEMENT – CONSERVATION SHOWN HEREON (DOES NOT AFFECT PLATTED LANDS)

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
LB NO. 3731
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260–2703
WWW.CLARYASSOC.COM

6	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

2/19/2019

BCC MEETING DATE

TO: **Michael D. Wanchick, County Administrator** **DATE:** **January 29, 2019**

FROM: **Dick D'Souza, Chief Engineer** **PHONE:** **209-0672**

SUBJECT OR TITLE: **VACROA 2018-03- St. Augustine Airport Authority, Setting of Public Hearing**

AGENDA TYPE: **Consent Agenda, Public Hearing**

BACKGROUND INFORMATION:

Requesting to set the Public Hearing date of March 19, 2019 for VACROA 2018-03, Petition to Vacate all of Estrella Avenue except that portion of Estrella lying West of Lot 14, Block G of Araquay Park Unit 2, and that portion of Casa Cola Way lying between the Centerline of Block G of Araquay Unit 2 to the South and Estrella Avenue to the North.

1. IS FUNDING REQUIRED? No **2. IF YES, INDICATE IF BUDGETED.** No

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE:

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2019-__ authorizing the notice required by Section 336.10, F.S., for a Public Hearing on March 19, 2019 at 9:00am or at a date and time as soon thereafter as possible to hear a request for the vacation of a portion of Estrella Avenue except that portion of Estrella lying West of Lot 14, Block G of Araquay Park Unit 2, and that portion of Casa Cola Way lying between the Centerline of Block G of Araquay Unit 2 to the South and Estrella Avenue to the North.

For Administration Use Only:
Legal: PS 2/1/2019 **OMB: N/A** **Admin: DML 2/11/2019**

RESOLUTION NO. 2019-_____

RESOLVED, that the Board of County Commissioners of St. Johns County, Florida, in the County Auditorium of the St. Johns County Administration Building, on March 19, 2019, at 9:00 a.m. or at a date and time as soon thereafter as possible upon petition of qualified landowners, will consider the advisability of exercising the power granted to it by Section 336.09, Florida Statutes 2007, and determine whether it will vacate, abandon, discontinue and close portions of certain streets, alleyways, or roads described as follows:

Legal description as per attached "Schedule A"

and the notice required by Section 336.10, Florida Statutes 2007, is hereby authorized and directed to be published.

ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this __Nineteenth_ of _____February_ 2019.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: _____
Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk

_____

Deputy Clerk

EXHIBIT "A" LEGAL DESCRIPTION

All of Estrella Avenue except that portion of Estrella Avenue lying West of Lot 14, Block G of Araquay Park Unit 2, as recorded in Map Book 3, Page 145 of the public records of St. Johns County, Florida.

That portion of Casa Cola Way lying between the Centerline of Block G of Araquay Unit 2, as recorded in Map Book 3, Page 145 of the public records of St. Johns County, Florida to the South and Estrella Avenue to the North.

PETITION TO VACATE PORTIONS OF CERTAIN STREETS, ALLEYWAYS OR ROADS TO:

THE HONORABLE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

Comes now **Petitioner**, ST. AUGUSTINE – ST. JOHNS COUNTY AIRPORT AUTHORITY, and respectfully petitions this Honorable Board as follows:

1. To vacate, abandon, discontinue and close portions of those certain public streets, alleyways or roads situated in St. Johns County, Florida, hereinafter more particularly described; to renounce and disclaim any right of St. Johns County and the public in and to the lands constituting such portions of said streets, alleyways or roads; and to renounce and disclaim any right of St. Johns County and the public in and to any lands or interest therein acquired by purchase, gift, devise, dedication or prescription for such portions of said streets, alleyways or roads described as follows:

Legal description as per attached SCHEDULE "A"

2. To adopt a resolution declaring that at a definite time and place a public hearing will be held to consider the advisability of the above, and to publish notice as prescribed by Section 336.10, Florida Statutes, one time in a newspaper of general circulation advising of a public hearing in connection with the above matter, and thereafter adopting a resolution renouncing and disclaiming any right of the County and the public in and to the hereinbefore described portions of streets, alleyways or roads, and vacating, abandoning, discontinuing and closing same.

3. In support hereof, Petitioner shows that he is the owner of all the lands abutting said portions of streets, alleyways or roads sought to be vacated, and Petitioner is the only person who would be affected thereby; and said portions of streets, alleyways or roads are no longer necessary or desirable.

4. Petitioner further shows that said portions of streets, alleyways or roads sought to be vacated are neither state nor federal highways and are wholly without the limits of any municipality.

Signature of Petitioner

STATE OF FLORIDA
COUNTY OF ST. JOHNS

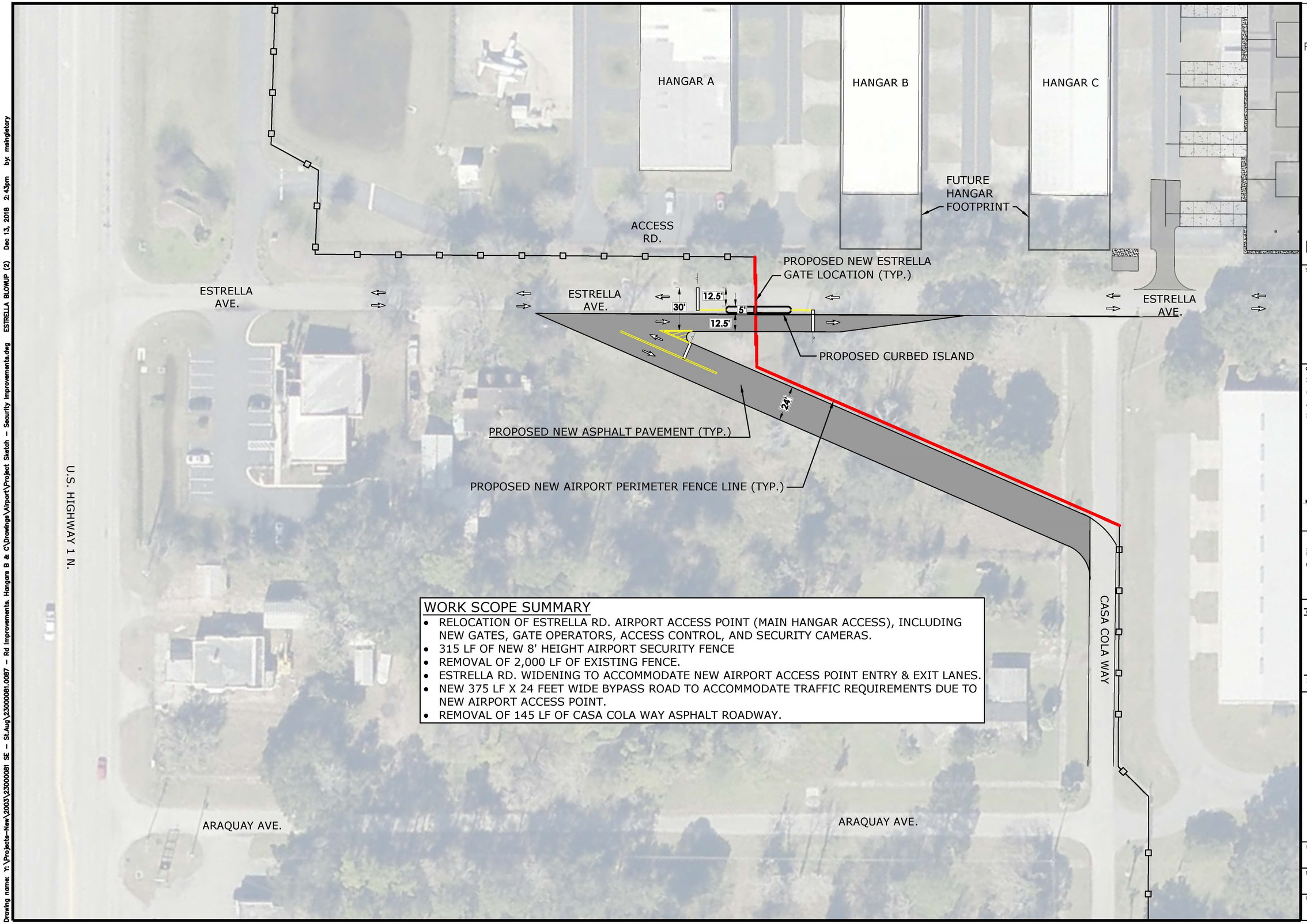
Douglas N. Burnett, Airport Attorney for the ST. AUGUSTINE – ST. JOHNS COUNTY AIRPORT AUTHORITY, being by me, the undersigned officer, first duly sworn, says on oath that he is the petitioner named in the foregoing petition to vacate portions of certain streets, alleyways or roads; that he has read same and knows the contents thereof and that the statements contained herein are true.

SWORN TO AND SUBSCRIBED before me this 28th day of August, 2018.

MORRIS F. MCEVOY IV
Notary Public - State of Florida
My Comm. Expires Sep 28, 2018
Commission # FF 158544
Bonded through National Notary Assn.

Notary Public – State of Florida at Large

My Commission expires:



WORK SCOPE SUMMARY

- RELOCATION OF ESTRELLA RD. AIRPORT ACCESS POINT (MAIN HANGAR ACCESS), INCLUDING NEW GATES, GATE OPERATORS, ACCESS CONTROL, AND SECURITY CAMERAS.
- 315 LF OF NEW 8' HEIGHT AIRPORT SECURITY FENCE
- REMOVAL OF 2,000 LF OF EXISTING FENCE.
- ESTRELLA RD. WIDENING TO ACCOMMODATE NEW AIRPORT ACCESS POINT ENTRY & EXIT LANES.
- NEW 375 LF X 24 FEET WIDE BYPASS ROAD TO ACCOMMODATE TRAFFIC REQUIREMENTS DUE TO NEW AIRPORT ACCESS POINT.
- REMOVAL OF 145 LF OF CASA COLA WAY ASPHALT ROADWAY.

30' 0 30'

CONCEPTUAL

Stamp:

Client:
St. Augustine-St. Johns County Airport Authority
4796 US 1 North
St. Augustine, Florida 32095

Passero Associates
13453 N. Main Street (904) 757-6106
Jacksonville, FL. 32218 Fax: (904) 757-6107
Certificate of Authorization # 3428
Principal-in-Charge Andrew Holesko

Revisions

No.	Date	By	Description

UNAUTHORIZED ALTERATIONS OR ADDITIONS TO THIS DRAWING IS IN VIOLATION OF STATE EDUCATION LAW ARTICLE 145 SECTION 7209 AND ARTICLE 147 SECTION 7307. THESE PLANS ARE COPYRIGHT PROTECTED ©

PROJECT SKETCH

AIRPORT SECURITY & ACCESS IMPROVEMENTS
Northeast Florida Regional Airport
Town/City: St. Augustine
County: St. Johns State: Florida

Project No.
2300081.0087

Drawing No.

Date
December 2018

Drawing name: Y:\Projects-New\2003\2300081 SE - St.Aug\2300081.0087 - Rd Improvements, Hangars B & C\Drawings\Airport\Project Sketch - Security Improvements.dwg ESTRELLA BLOWUP (2) Dec 13, 2018 2:43pm by: mahgletory

AERIAL MAP

VACROA 2018000003 St Augustine SJC Airport Authority 01/29/19

FLU MAP

Estrella Ave

Pine Ridge Rd

AIRPORT DISTRICT

AIRPORT DISTRICT

Avenue A

US 1 N

Avenue B

Araquay Ave

Casa Cola Way

Indian Bend Rd

RESIDENTIAL-C

VACROA 2018-03

Miles

0 0.02 0.04 0.08

N

VACROA 2018000003 St Augustine SJC Airport Authority 01/29/19

LOCATION MAP

Northeast Florida Regional Airport

Estrella Ave

US-1-N

Avenue D

Avenue B

Avenue A

5th St

Casa Cola Way

Second Ave

First Ave

Third Ave

Jackson Blvd

North Blvd

Trier Ln

CITY OF ST. AUGUSTINE

0 0.0425 0.085 0.17 0.255 Miles

N

VACROA 2018000003 St Augustine SJC Airport Authority 01/29/19

VACROA 2018-03

ZONING MAP

Subject Property

Avenue A

Avenue B

Estrella Ave

Pine Ridge Rd

Araquay Ave

Casa Cola Way

Indian Bend Rd

US 1 N

AD

OR

IW

CI

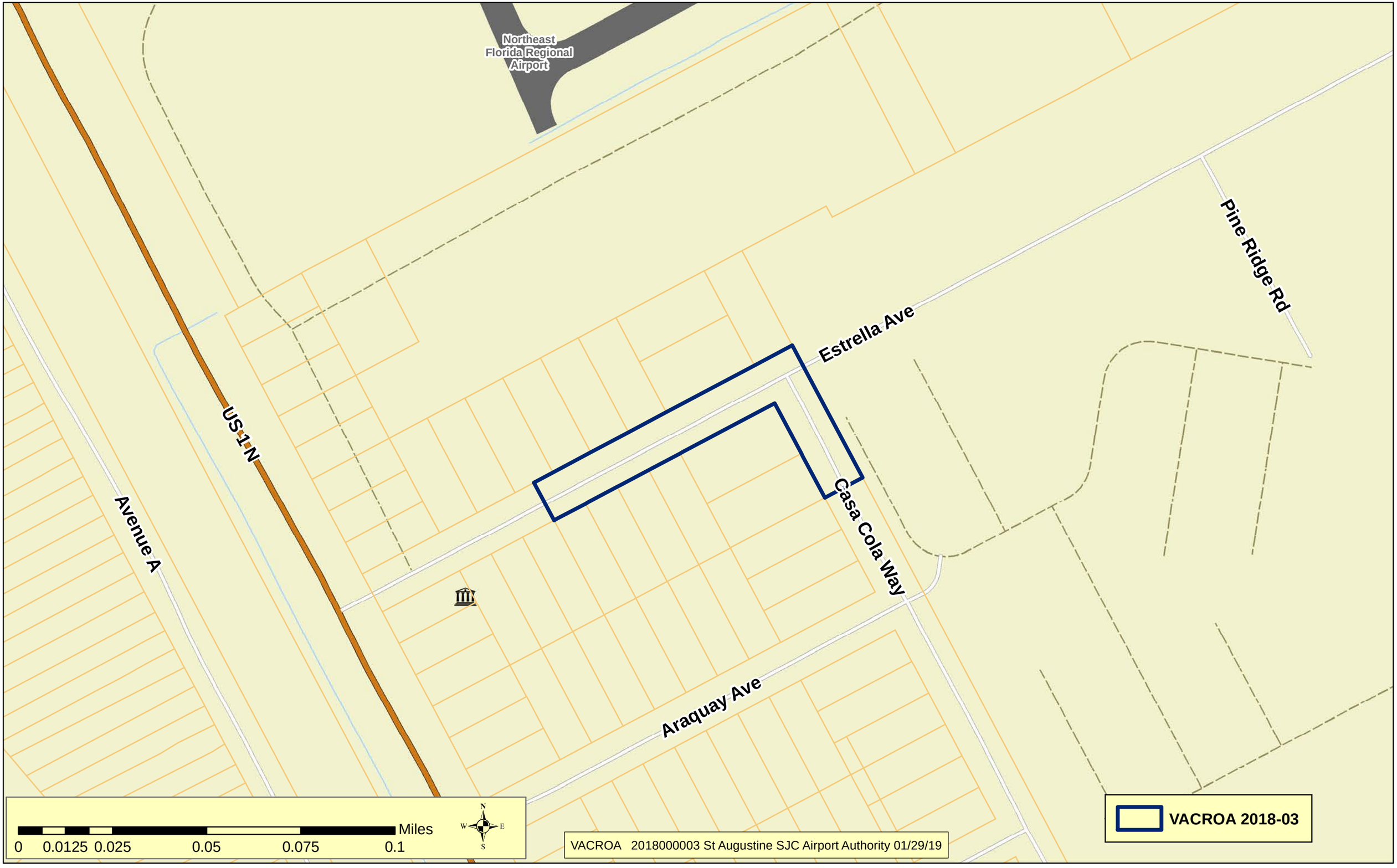
RS-3

VACROA 2018-03

0 0.0375 0.075 0.15 Miles

N

VACROA 2018000003 St Augustine SJC Airport Authority 01/29/19


Northeast
Florida Regional
Airport
Estrella Ave
Pine Ridge Rd
US-1-N
Avenue A
Araquay Ave
Casa Cola Way
0 0.0125 0.025 0.05 0.075 0.1
Miles
N
W
E
S
VACROA 2018-03
VACROA 2018000003 St Augustine SJC Airport Authority 01/29/19

Dick D'Souza

From: Douglas Burnett <dburnett@sjlawgroup.com>
Sent: Friday, January 25, 2019 2:49 PM
To: Dick D'Souza
Subject: FW: Road Vacation - Northeast Florida Regional Airport - Tat Easement
Attachments: Estrella Avenue - signature page with special stipulations 1-14-19.doc

Dick,

Approval from AT&T.

Doug

Douglas N. Burnett
Managing Partner
St. Johns Law Group
www.sjlawgroup.com
104 Sea Grove Main Street
St. Augustine, Florida 32080
(904) 687-9126 cellular
(904) 495-0400 office
(904) 495-0506 facsimile
(888) 588-2599 toll free
FacebookTwitter

For your protection, and due to the overwhelming number of fraudulent cashier's checks circulating in Florida, we require all funds to close a real estate transaction be tendered in the form of a wire transfer. Our incoming wire instructions will be provided to you prior to closing and are also available upon request. Thank you for your understanding and cooperation.

TAX ADVICE DISCLOSURE: Pursuant to the requirements of Internal Revenue Service Circular 230, we advise you that any federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of: (1) avoiding penalties that may be imposed under the Internal Revenue Code or (2) promoting, marketing or recommending to another party any transaction or matter addressed in this communication.

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return email and please permanently remove any copies of this message from your system and do not retain any copies, whether in electronic or physical form or otherwise.

From: linda jones <ljones537@hotmail.com>
Sent: Monday, January 14, 2019 5:41 PM
To: Douglas Burnett <dburnett@sjlawgroup.com>
Subject: Re: Road Vacation - Northeast Florida Regional Airport - Tat Easement

Doug,
Attached is the revised signature page with the relocation clause under the Special Stipulations. Let me know if this will work for you.
I talked with my contact at At&t about an existing easement and he could not find anything in his records. The existing cables were placed in the 1960's and the 1980's. If you locate an easement would you share it with me?
Thanks,
Linda

Linda Jones

Right of Way Agent

TrueNet Communications

2783 Segrest Road

Pace, Florida 32571

850-994-6467

Fax: 850-994-4057

From: Douglas Burnett <dburnett@sjlawgroup.com>
Sent: Monday, January 14, 2019 12:57 PM
To: linda jones
Cc: 'Wuellner, Edward R. (erw@sgj-airport.com)'; Andrew Holesko (AHolesko@passero.com); msingletary@passero.com
Subject: RE: Road Vacation - Northeast Florida Regional Airport - Tat Easement

Linda,

Do you know of a reason for an easement? Seems like we are talking about lines running onto Airport property and the only change is an expansion of the boundary of the Airport property. Just trying to understand better.

Doug

Douglas N. Burnett
Managing Partner
St. Johns Law Group

www.sjlawgroup.com
104 Sea Grove Main Street
St. Augustine, Florida 32080
(904) 687-9126 cellular
(904) 495-0400 office
(904) 495-0506 facsimile
(888) 588-2599 toll free
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From: linda jones <ljones537@hotmail.com>
Sent: Monday, January 14, 2019 1:33 PM
To: Douglas Burnett <dburnett@sjlawgroup.com>
Cc: 'Wuellner, Edward R. (erw@sgj-airport.com)' <erw@sgj-airport.com>; Andrew Holesko (AHolesko@passero.com) <AHolesko@passero.com>; msingletary@passero.com
Subject: Re: Road Vacation - Northeast Florida Regional Airport - Tat Easement

Doug,
The easement I forwarded is the standard easement agreement used by At&t. Any changes made to the document will need to be reviewed by At&t. Please send any proposed changes to me.

Thanks,
Linda

Linda Jones

Right of Way Agent

TrueNet Communications

2783 Segrest Road

Pace, Florida 32571

850-994-6467

Fax: 850-994-4057

From: Douglas Burnett <dburnett@sjlawgroup.com>
Sent: Friday, January 11, 2019 1:43 PM
To: ljones537@hotmail.com
Cc: 'Wuellner, Edward R. (erw@sgj-airport.com)'; Andrew Holesko (AHolesko@passero.com); msingletary@passero.com
Subject: FW: Road Vacation - Northeast Florida Regional Airport - Tat Easement

Linda,

I think the easement you prepared may need some modification. We are waiting on sign-off from County staff so that the item can be set for public hearing. Assuming that occurs, we will be back to you to finalize the easement.

Doug

Douglas N. Burnett
Managing Partner
St. Johns Law Group
www.sjlawgroup.com
104 Sea Grove Main Street
St. Augustine, Florida 32080
(904) 687-9126 cellular
(904) 495-0400 office
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FacebookTwitter

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instructions will be provided to you prior to closing and are also available upon request. Thank you for your understanding and cooperation.

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From: Edward R. Wuellner <erw@sgj-airport.com>
Sent: Tuesday, January 08, 2019 5:30 PM
To: Douglas Burnett <dburnett@sjlawgroup.com>
Subject: Fwd: Road Vacation - Northeast Florida Regional Airport - At&t Easement

For you action and follow up...

Sent from my iPhone

Begin forwarded message:

> **From:** Matt Singletary <msingletary@passero.com>
> **Date:** January 8, 2019 at 5:22:51 PM EST
> **To:** linda jones <ljones537@hotmail.com>
> **Cc:** Ed Wuellner <ERW@sgj-airport.com>, Kevin Harvey <kch@sgj-airport.com>, Andrew Holesko <aholesko@passero.com>
> **Subject: Re: Road Vacation - Northeast Florida Regional Airport - At&t Easement**
>
> Hi Linda,
>
> Yes the roadway vacation is moving forward. The airport authority is still in process of coordinating it.
> Thanks
>
> Sent from my iPhone
>
> On Jan 4, 2019, at 12:57 PM, linda jones <ljones537@hotmail.com> wrote:
>
> > Hi Matt,
> > I just wanted to follow up on the easement request. Is this moving forward?
> > Linda
> >
> > *Linda Jones*

Right of Way Agent

TrueNet Communications

2783 Segrest Road

Pace, Florida 32571

850-994-6467

Fax: 850-994-4057

From: Matt Singletary <msingletary@passero.com>
Sent: Thursday, October 18, 2018 8:35 AM
To: linda jones
Subject: RE: Road Vacation - Northeast Florida Regional Airport - At&t Easement

Thanks Linda, I have forwarded this to the Airport Authority so they can get you the easement documents.

Sincerely,
Matt Singletary

From: linda jones <ljones537@hotmail.com>
Sent: Wednesday, October 17, 2018 5:43 PM
To: Matt Singletary <msingletary@passero.com>
Subject: Re: Road Vacation - Northeast Florida Regional Airport - At&t Easement

Matt,
Attached is the easement, signature page and Exhibit A. This document will need to be signed by St. Augustine-St. Johns County Airport Authority granting an easement to At&t. Once it has been signed, please have the original returned to me. I will hold until such time as the roadway has been vacated.
Thanks,
Linda

Linda Jones

Right of Way Agent

TrueNet Communications

2783 Segrest Road

Pace, Florida 32571

850-994-6467

Fax: 850-994-4057

From: Matt Singletary <msingletary@passero.com>
Sent: Tuesday, October 16, 2018 3:00 PM
To: linda jones
Subject: RE: Road Vacation - Northeast Florida Regional Airport - At&t Easement

Please send it to me and I will keep it moving in the right direction. Thanks.

Sincerely,
Matt Singletary

From: linda jones <ljones537@hotmail.com>
Sent: Tuesday, October 16, 2018 3:50 PM
To: Matt Singletary <msingletary@passero.com>
Subject: Re: Road Vacation - Northeast Florida Regional Airport - At&t Easement

Do I send the easement document to you or is there someone else handling this portion of it?

Linda Jones

Right of Way Agent

TrueNet Communications

2783 Segrest Road

Pace, Florida 32571

850-994-6467

Fax: 850-994-4057

From: Matt Singletary <msingletary@passero.com>
Sent: Tuesday, October 16, 2018 12:35 PM
To: linda jones
Subject: RE: Road Vacation - Northeast Florida Regional Airport - At&t Easement

Hi Linda,

All I have is the attached Petition to Vacate with the map and description on page 3 provided as a "legal description," from the Airport Authority's attorney. There is nothing from a surveyor available.

Please let me know when you have completed your work for the easement. Thanks.

Sincerely,
Matt Singletary, PE
Project Manager

PASSERO ASSOCIATES
13453 N. Main Street, Suite 106
Jacksonville, FL 32218
Direct: 904-224-7078
Cell: 904-624-0978
msingletary@passero.com

Service. Solutions. Results.
www.passero.com

<image001.png>

From: linda jones <ljones537@hotmail.com>
Sent: Tuesday, October 16, 2018 12:58 PM
To: Matt Singletary <msingletary@passero.com>
Subject: Road Vacation - Northeast Florida Regional Airport - At&t Easement

Matt,
TrueNet has been contracted by At&t to acquire an easement for the road rights of way being proposed to be vacated. At&t has existing facilities in these locations so they will need an easement to allow their facilities to remain in place and to place new facilities as needed. Do you currently have a sketch and legal for the two locations? I have a copy of the petition to vacate but thought there might be a better legal description provided by a surveyor.
Thanks,
Linda

Linda Jones

Right of Way Agent

TrueNet Communications

2783 Segrest Road

Pace, Florida 32571

850-994-6467

Fax: 850-994-4057

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January 17, 2019
Mr. Kevin Harvey
Operations Manager
St. Augustine – St. Johns County Airport Authority
4796 US 1 North
St. Augustine, FL 32095

Dear Mr. Harvey:

FPL has no objection to your request to vacate a portion the St. Johns County Right of Way located on Estrella Street and Casa Cola Way, based the Exhibit A that you provided to us on 01/10/19, with one stipulation.

FPL owns and operates facilities in both of the right of way areas affected. We will require that an easement be granted providing us with access to maintain and operate FPL facilities and to protect us from future relocation costs.

I have included the FPL easement form and instructions and the Exhibit A that you provided as attachments.

Please contact me with any concerns.

Sincerely

Larry W. Spear

Larry W. Spear
Customer Advisor

2900 Catherine Street
Palatka, FL 32177
386-329-4794 – Office
386-937-5806 – Mobile
Larry.W.Spear@fpl.com

Dick D'Souza

From: Douglas Burnett <dburnett@sjlawgroup.com>
Sent: Tuesday, January 29, 2019 12:26 PM
To: Dick D'Souza
Subject: FW: Road Vacation with County

Dick,

There are no TECO gas lines. See confirmation below.

Doug

Douglas N. Burnett
Managing Partner
St. Johns Law Group
www.sjlawgroup.com
104 Sea Grove Main Street
St. Augustine, Florida 32080
(904) 687-9126 cellular
(904) 495-0400 office
(904) 495-0506 facsimile
(888) 588-2599 toll free
FacebookTwitter

For your protection, and due to the overwhelming number of fraudulent cashier's checks circulating in Florida, we require all funds to close a real estate transaction be tendered in the form of a wire transfer. Our incoming wire instructions will be provided to you prior to closing and are also available upon request. Thank you for your understanding and cooperation.

TAX ADVICE DISCLOSURE: Pursuant to the requirements of Internal Revenue Service Circular 230, we advise you that any federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of: (1) avoiding penalties that may be imposed under the Internal Revenue Code or (2) promoting, marketing or recommending to another party any transaction or matter addressed in this communication.

CONFIDENTIALITY NOTICE: The information and all attachments contained in this electronic communication are legally privileged and confidential information, subject to the attorney-client privilege and intended only for the use of intended recipients. If the reader of this message is not an intended recipient, you are hereby notified that any review, use, dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately of the error by return email and please permanently remove any copies of this message from your system and do not retain any copies, whether in electronic or physical form or otherwise.

From: Kevin C. Harvey <kch@sgj-airport.com>
Sent: Tuesday, January 29, 2019 12:07 PM
To: Douglas Burnett <dburnett@sjlawgroup.com>; Edward R. Wuellner <erw@sgj-airport.com>
Subject: Re: Road Vacation with County

There are no TECO gas lines in these two areas.

Kevin Harvey
Operations Manager
St. Augustine – St. Johns County Airport Authority
904-209-0090

From: Douglas Burnett <dburnett@sjlawgroup.com>
Date: Tuesday, January 29, 2019 at 11:20 AM
To: Ed Wuellner <erw@sgj-airport.com>, Kevin Harvey <kch@sgj-airport.com>
Subject: Road Vacation with County

Ed/Kevin,

Can you confirm that TECO gas does not have any lines in the area to be vacated.

Doug

Douglas N. Burnett
Managing Partner
St. Johns Law Group
www.sjlawgroup.com
104 Sea Grove Main Street
St. Augustine, Florida 32080
(904) 687-9126 cellular
(904) 495-0400 office
(904) 495-0506 facsimile
(888) 588-2599 toll free
FacebookTwitter

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7	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

2/19/2019

BCC MEETING DATE

TO: **Michael D. Wanchick, County Administrator** **DATE:** **January 11, 2019**

FROM: **Heather Stahl, Transportation Planner** **PHONE:** **904 209-0753**

SUBJECT OR TITLE: **CONSCA 2019-01 Ravenswood Village School Concurrency Proportionate Share Mitigation Agreement**

AGENDA TYPE: **Consent Agenda, Contract**

BACKGROUND INFORMATION:

The proposed Ravenswood Village School Concurrency Proportionate Share Mitigation Agreement (Agreement) is between St. Johns County, the School District of St. Johns County, and VV001 St. Augustine FL, LLC. (Applicant) to mitigate for 126 single family lots in the Ravenswood Village PUD located west of Masters Drive. The PUD was approved by the BCC on January 16, 2018 (PUD 2016-21) for the development of 126 single family units. The proportionate share mitigation of $236,067.00 or $1,874.00 per dwelling unit is required to be paid prior to Construction Plan approval. The Agreement also authorizes school impact fee credits in the amount of the proportionate fair share payment. The Agreement was approved by the St. Johns County School Board on January 8, 2019. Pursuant to the School Concurrency Interlocal Agreement, the proposed Agreement must also be approved and executed by the BCC.

1. IS FUNDING REQUIRED? No **2. IF YES, INDICATE IF BUDGETED.** No

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE:

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to approve the Ravenswood Village School Concurrency Proportionate Share Mitigation Agreement (CONSCA 2019-01).

For Administration Use Only:
Legal: PS 1/30/2019 **OMB: DC 1/30/2019** **Admin: DML 2/11/2019**

SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT

SCD # **201** 8 - 14 Ravenswood Village PUD 20160000021

THIS SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT ("Agreement"), is made by and among **THE COUNTY OF ST. JOHNS,** a political subdivision of the State of Florida, hereinafter referred to as "**County**", whose address is 500 San Sebastian View, St. Augustine, FL 32084; **THE SCHOOL BOARD OF ST. JOHNS COUNTY** , a body corporate and political subdivision of the State of Florida, hereinafter referred to as "**School District**," whose address is 40 Orange Street, St. Augustine, Florida, 32084; and VV001 St Augustine FL, LLC **THE** DEVELOPER ("**Applicant**"), whose address is 2637 E Atlantic Blvd, Ste 26012, Pompano Beach, FL 33062 ; and

WHEREAS, the Applicant is authorized agent for the owner of that certain tract of land see attached (Parcel ID #) located in County and more particularly described on **Exhibit "A,"** attached hereto and incorporated herein (the "Property"). The location of the Property described in **Exhibit "A"** is illustrated with a map appearing in **Exhibit "B;"** and further described in the School Concurrency Determination application entitled SCD **201** 8 - 14 Ravenswood Village PUD 20160000021 ; and

WHEREAS, the Applicant has submitted an application for a development proposal seeking approval to develop approximately 126 single family residential dwelling units on the Property, hereinafter referred to as the Development Proposal; and

WHEREAS, the County and the School District have adopted and implemented a public school concurrency management system to assure the future availability of public school facilities to serve new development consistent with level of service standards ("Level of Service" and "Level of Service Standards") consistent with the terms of the current Interlocal Agreement between the School District and the local governments of St. Johns County, and the public school facilities and capital improvement elements of the respective comprehensive plans (individually, "Element"; plural, "Elements"); and

WHEREAS, at the time of this Agreement, adequate ☑ **elementary,** ☐ **middle, and** ☐ **high** school capacity is available to accommodate the 11.9 **elementary,** ____ **middle, and** ____ **high** school students the Development Proposal is anticipated to generate by the 126 proposed units.

WHEREAS, at the adopted Level of Service standards, (1) adequate school capacity is not available for the ____ **elementary,** 6.4 **middle, and** 8.2 **high** school students generated by the 126 **proposed units** at the Level of Service Standard within the concurrency services area or areas ("Concurrency Service Area"; "Concurrency Service Areas") in which the Development Proposal is located, to accommodate the anticipated number of public school students that the Development Proposal will generate; (2) the needed school capacity for the applicable Concurrency Service Area or Concurrency Service Areas within which the Development Proposal is located is also not available in any contiguous Concurrency Service Areas; and (3) available school capacity will not be in place or under actual construction within three (3) years after the approval of the Development Proposal; and

WHEREAS, authorizing these **new** residential dwelling units without the mitigation provided for in this Agreement would result in a failure of the Level of Service Standard for public school facilities in one or more applicable Concurrency Service Areas, or will exacerbate existing deficiencies in Level of Service; and

WHEREAS, the Parties agree that public school concurrency shall be satisfied by the Applicant's execution of this legally binding Agreement to provide mitigation proportionate to the demand for public

school facilities to be created by these **new** residential dwelling units ("Proportionate Share Mitigation"); and

WHEREAS, the Parties further agree that the appropriate Proportionate Share Mitigation option necessary to satisfy public school concurrency is payment of Proportionate Share Mitigation in the amount of $\$$ 236,067 **for the Development Proposal, or** $\$$ 1,874 **per dwelling unit**, as more specifically depicted or described herein.

NOW, THEREFORE, in consideration of the foregoing described Proportionate Share Mitigation, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. **INCORPORATION OF RECITALS**. The foregoing recitals are true and correct and are hereby incorporated into this Agreement by this reference as if fully set forth herein.
2. **PARTIES**. The **County**, the School District and the Applicant shall be collectively referred to as the "Parties."
3. **LEGALLY BINDING COMMITMENT**. The Parties agree that this Agreement constitutes a legally binding commitment by the Applicant to provide Proportionate Share Mitigation for the new residential dwelling units sought to be approved by County in the Development Proposal for the Property.
4. **PROPORTIONATE SHARE MITIGATION**. The Parties agree that the payment of Proportionate Share Mitigation in the total amount of $\$$ 236,067 for the Development Proposal, or $\$$ 1,874 per dwelling unit is an appropriate Proportionate Share Mitigation option necessary to maintain the Level of Service Standard for school capacity in the affected Concurrency Service Area or Concurrency Service Areas. Upon the final execution of this Agreement, the School District shall issue a revised School Concurrency Determination showing adequate mitigation. The duration and effect of this School Concurrency Determination shall be in accordance with the Interlocal Agreement and the Public School Facilities Element. However, in no event shall this School Concurrency Determination, or any capacity reservation based on this Determination, continue to be effective if the Applicant fails to perform its obligations under this Agreement. Conversely, once the Applicant has completely performed its obligations under this Agreement, the Applicant shall be entitled to rely on the School Concurrency Determination and capacity reservation to the extent of the capacity provided by the Proportionate Share Mitigation and once the Applicant has completely performed its obligations under this Agreement, such right of reliance shall survive the expiration of this Agreement.
5. **TIMING**. The Parties agree that the Proportionate Share Mitigation shall occur at the time of, and be a condition for the issue by County of, final construction plan approval. This payment shall be made directly to the School District.
6. **IMPACT FEE CREDIT.** As consideration for the Applicant's Proportionate Share Mitigation specified herein, the Parties agree that the County shall provide a credit of $\$$ 236,067 for the Development Proposal, or $\$$ 1,874 per dwelling unit, toward any school impact fee or exaction imposed by ordinance of the County for the same need. Should the school impact fee or exaction be greater than the above described credit, the Applicant shall pay the difference at the time school impact fees are due. The Applicant shall provide a school impact fee voucher substantially in the form of "Exhibit C" to St. Johns County, at the time of impact fee payment. Should the school impact fee or exaction be less, the Applicant shall not be entitled to the use of any excess credits. Should school impact fees be pre-paid in order to extend the Final Certificate of Concurrency, any remaining balance due on the Proportionate Share Mitigation shall be paid at the time of final subdivision approval. Provided, however nothing in this Agreement shall be deemed to require the County to continue to levy or collect School Impact Fees, or, if levied, to levy them for any certain amount.
7. **SCHOOL CAPACITY IMPROVEMENT.** The School District agrees to apply the Proportionate Share Mitigation contributed by the Applicant toward a school capacity improvement which will

be added to the planned capital improvements in the Five Year District Facilities Work Plan at the time of its next annual update, and which satisfies the demands created by the Development Proposal in accordance with this Agreement.

8. **NO GUARANTEE OF LAND USE/ZONING.** Nothing in this Agreement shall require the **COUNTY** to approve any Land Use Amendment or Rezoning application associated with the property described herein.
9. **EFFECTIVE DATE.** This Agreement shall become effective on the date it is recorded in the Public Records of St. Johns, Florida (the "Effective Date"). If this Agreement is not executed by the Applicant and delivered to the County within thirty (30) days after the latter of County or School District approval of this Agreement, this Agreement shall become void.
10. **TERM.** This Agreement shall expire upon the Parties' completion of their performance of all obligations herein.
11. **STATUTORY COMPLIANCE.** The Parties agree that this Agreement satisfies the requirements for a binding Proportionate Share Mitigation Agreement in Section 163.3180(6)(h), Florida Statutes.
12. **NOTICES.** Whenever any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. Until otherwise designated by amendment to this Agreement, the Parties designate the following as the respective places for giving notice:

FOR COUNTY:	**County Administrator** **St. Johns County** **500 San Sebastian View** **St. Augustine, FL 32084**
FOR SCHOOL DISTRICT:	**Tim Forson/Nicole Cubbedge** **Facilities Planning & Growth Management** **St. Johns County School District** **40 Orange Street** **St. Augustine, FL 32084**
FOR APPLICANT:	VV001 St Augustine FL, LLC c/o Brad Nutting 2637 E. Atlantic Blvd, Suite 26012 Pompano Beach, FL 33062

13. **RELEASE.** Upon the performance of all obligations of all parties hereto, the School District shall release the Applicant from this Agreement, and the Applicant shall release the School District and the County from any and all future claims, costs or liabilities arising out of the provision of Proportionate Share Mitigation in accordance with this Agreement. These releases shall be recorded at the Applicant's expense in the Official Records of St. Johns County, Florida, evidencing such performance.
14. **DEFAULT.** If **any party to this Agreement** materially defaults under the terms hereof, then the County shall give the defaulting party thirty (30) days notice and a right to cure such breach. Should the Applicant of the property described herein fail to timely cure a default in meeting their obligations set forth herein, their Concurrency certificate, issued based upon payment and/or performance hereunder, shall be voided and that Applicant and the property described herein shall lose their right to concurrency under this Agreement and their right to School Impact Fee credits under this Agreement. Further, in the case of such default, any development upon that property dependent upon such certificate will be stopped, until and unless

the agreement is reinstated or the default is cured or capacity becomes available and is granted through an appropriate application. Should County or School District fail to timely cure a default in meeting their obligations set forth herein, Applicant may seek any and all remedies available to it in law or equity.

15. **VENUE; CHOICE OF LAW.** Any controversies or legal issues arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be submitted to the jurisdiction of the Circuit Court of St. Johns County, Florida, the venue sitis, and shall be governed by the laws of the State of Florida.
16. **CAPTIONS and PARAGRAPH HEADINGS.** Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend or limit the scope or intent of this Agreement.
17. **NO WAIVER.** No waiver of any provision of this Agreement shall be effective unless it is in writing, and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates, and shall not be deemed to be a continuing or future waiver.
18. **EXHIBITS.** All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.
19. **FURTHER ASSURANCES.** The Parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
20. **AMENDMENTS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective, unless contained in a written document prepared with the same or similar formality as this Agreement and executed by all the Parties to this Agreement.
21. **ASSIGNMENT.** This Agreement runs with the land. The Applicant may assign its rights, obligations and responsibilities under this Agreement to a third party purchaser of all or any part of fee simple title to the Property. Any such assignment shall be in writing and shall require the prior acknowledgement of all of the Parties. At the election of the School District, such acknowledgement may be conditioned upon the written agreement of the assignee to comply with conditions and procedures to aid in the monitoring and enforcement of the assignee's performance of the Proportionate Share Mitigation under this Agreement. The assignor under such assignment shall furnish the Parties with a copy of the written assignment within ten (10) days of the date of execution of same.
22. **NO THIRD PARTY BENEFICIARIES.** This Agreement is made for the sole benefit and protection of the parties, their successors and assigns, and no other persons shall have any right of action hereunder.
23. **COUNTERPARTS**. This Agreement may be executed in three (3) counterparts, each of which may be deemed to be an original.
24. **RECORDING OF THIS AGREEMENT.** The Applicant shall record this Agreement, at its expense, within fourteen (14) days after full execution, in the St. Johns County Public Records. Time is of the essence in the recording, and failure to timely record shall render this Agreement void.
25. **MERGER CLAUSE.** This Agreement sets forth the entire agreement among the Parties, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the Parties.
26. **SEVERABILITY.** If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of this Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates above each signature:

COUNTY of ST. JOHNS, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair, authorized to execute same by BOARD action on this _____ day of _____, 201__.

The SCHOOL DISTRICT OF ST. JOHNS COUNTY, signing by and through its Chair, authorized to execute same by District action on this 8th day of January, 2019.

The APPLICANT signing by Bradford J. Nuthis its manager duly authorized to execute same, on this 21st day of November, 2018

COUNTY

Signed, witnessed, executed and acknowledged on this _____ day of _____, 201__.

WITNESSES:

_____

_____

COUNTY

By: _____, Chair

_____

(Please Print)

ATTEST:

By: _____, **County Clerk**

_____

(Please Print)

By: _____, **County Administrator**

_____

(Please Print)

SCHOOL DISTRICT

Signed, witnessed, executed and acknowledged on this 8th day of January, 2019.

WITNESSES:

SCHOOL DISTRICT OF ST. JOHNS COUNTY, FLORIDA

By: _____, Chair
Kelly Barrera
(Please Print)

ATTEST:

By: _____, Superintendent of Schools
James Forson
(Please Print)

APPLICANT

Signed, witnessed, executed and acknowledged on this 21st day of November, 2018

WITNESSES:

APPLICANT

By: _____

Brad Nutting

(Please Print)

Manager

Title

GEORGIA

STATE OF ~~FLORIDA~~ }

COUNTY OF ST JOHNS}

The foregoing instrument was acknowledged before me this 21 day of November, 2018, by Bradford James Nutting,

_____

Print Name Seth M. Solesbee

Notary Public

State of ~~Florida~~ Georgia at ~~Large~~ Towns

My Commission Expires: 11/07/21

Personally Known _____

or Produced ID Drivers License

[check one of the above]

Type of Identification Produced

Drivers License

SETH M. SOLESBEE NOTARY PUBLIC TOWNS COUNTY, GA Exp. 11/07/21

EXHIBIT A

VV 001 ST AUGUSTINE FL LLC
PROPERTIES

Strap	Size
0948510010	13.42
0948600100	1.01
0948600090	0.99
0948600080	1.00
0948600070	1.00
0948600060	1.00
0948600050	1.00
0948600040	1.00
0948600030	1.00
0948600020	1.00
0948600010	1.00
0948700000	4.03
0948700010	4.04
0949000000	6.29
0948900000	5.83
0948800000	6.24
0949430000	0.25
TOTALS	50.10

Overall Legal Description – VV 001 St Augustine FL, LLC Property

OVERALL LEGAL DESCRIPTION: A PARCEL OF LAND LYING IN GOVERNMENT LOT 11, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, OF ST. JOHNS COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF AFORESAID GOVERNMENT LOT 11; RUN THENCE ALONG THE WEST LINE OF SAID GOVERNMENT LOT 11, NORTH 00°11'21" EAST, A DISTANCE OF 149.42 FEET, THENCE CONTINUING ALONG THE WEST LINE OF SAID GOVERNMENT LOT 11, NORTH 00°11'21" EAST, A DISTANCE OF 1,135.07 FEET TO A POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF THAT CERTAIN 30' COUNTY ROAD PER OFFICIAL RECORDS BOOK 65, PAGE 714 OF SAID PUBLIC RECORDS; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 89°36'40" EAST, A DISTANCE OF 443.97 FEET TO AN ANGLE POINT ON SAID RIGHT-OF-WAY LINE; THENCE SOUTH 89°42'54" EAST, A DISTANCE OF 584.02 FEET; THENCE DEPARTING SAID LINE, SOUTH 18°27'35" EAST, A DISTANCE OF 918.86 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3966, PAGE 733, OF SAID PUBLIC RECORDS; THENCE SOUTH 00°19'53" WEST, A DISTANCE OF 270.91 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3424, PAGE 92 OF SAID PUBLIC RECORDS; THENCE SOUTH 00°04'42" WEST, A DISTANCE OF 258.82 FEET; THENCE SOUTH 89°40'14" EAST, A DISTANCE OF 142.78 FEET; THENCE SOUTH 00°22'36" WEST, A DISTANCE OF 269.45 FEET; THENCE SOUTH 87°10'09" WEST, A DISTANCE OF 499.09 FEET; THENCE SOUTH 00°19'45" WEST, A DISTANCE OF 109.93 FEET; THENCE SOUTH 87°10'35" WEST, A DISTANCE OF 100.00 FEET TO THE SOUTHEAST CORNER OF RAVENSWOOD FOREST AS RECORDED IN MAP BOOK 19, PAGE 28, PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 00°22'35" EAST ALONG THE EAST LINE OF SAID RAVENSWOOD FOREST, A DISTANCE OF 110.00 FEET TO THE NORTHEAST CORNER OF SAID RAVENSWOOD FOREST; THENCE SOUTH 87°10'35" WEST ALONG THE NORTH LINE OF SAID RAVENSWOOD FOREST, A DISTANCE OF 866.18 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 12; THENCE NORTH 00°08'35" EAST ALONG THE WEST LINE OF GOVERNMENT LOT 12, A DISTANCE OF 459.16 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 50.16 ACRES OR 2,184,803 SQUARE FEET MORE OR LESS.

30' EASEMENT FOR INGRESS AND EGRESS:

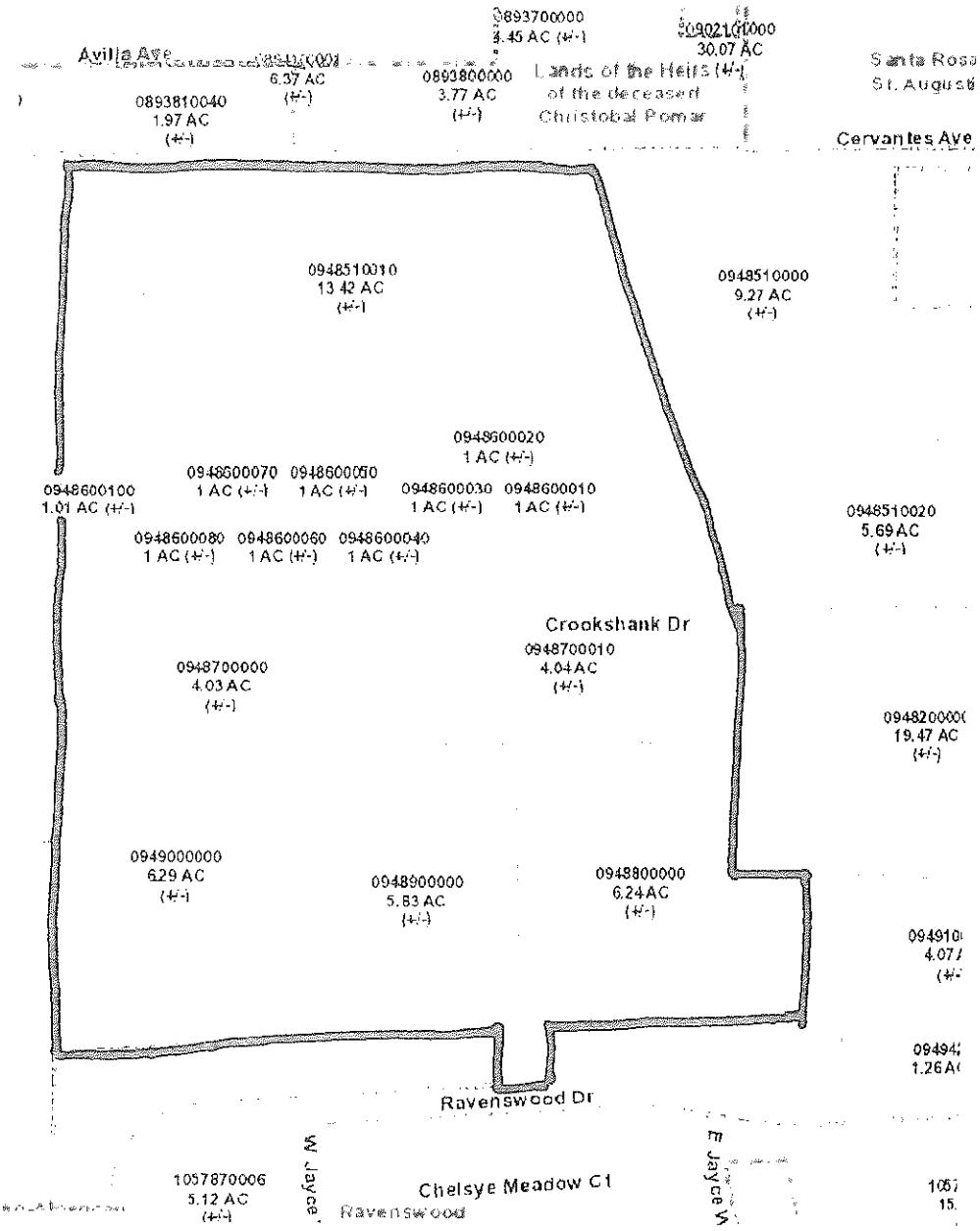
A 30-FOOT WIDE EASEMENT FOR INGRESS AND EGRESS COVERING A PARCEL OF LAND BEING A PORTION OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3604, PAGE 1154 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, LYING IN GOVERNMENT LOT 11, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, OF SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF AFORESAID GOVERNMENT LOT 11; RUN THENCE ALONG THE WEST LINE OF SAID GOVERNMENT LOT 11 NORTH 00°11'21" EAST, A DISTANCE OF 1284.49 FEET TO A POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF THAT CERTAIN 30' COUNTY ROAD PER DEED BOOK 65, PAGE 714 OF SAID PUBLIC RECORDS; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 89°36'40" EAST, A DISTANCE OF 443.97 FEET TO AN ANGLE POINT ON SAID RIGHT-OF-WAY LINE; THENCE SOUTH 89°42'54" EAST, A DISTANCE OF 584.02 FEET TO THE POINT OF BEGINNING OF EASEMENT DESCRIBED HEREIN.

FROM THE POINT OF BEGINNING AND CONTINUING ALONG SAID LINE SOUTH 89°42'54" EAST, A DISTANCE OF 294.13 FEET TO AN ANGLE POINT ON SAID RIGHT-OF-WAY LINE; THENCE ALONG SAID RIGHT-OF-WAY LINE AND THEN DEPARTING SAID LINE, SOUTH 00°12'34" WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 89°42'54" WEST, A DISTANCE OF 283.99 FEET; THENCE NORTH 18°27'35" WEST, A DISTANCE OF 31.68 FEET TO THE POINT OF BEGINNING OF EASEMENT HEREIN DESCRIBED.

EXHIBIT B - PAGE 1

VV001 ST AUGUSTINE FL LLC PROPERTIES



PROPERTIES INSIDE DARK BLACK OUTLINE
SEE ATTACHED CHART W/ STRAP #

EXBHIBIT B - PAGE 2

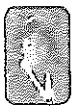
VV 001 ST AUGUSTINE FL LLC
PROPERTIES

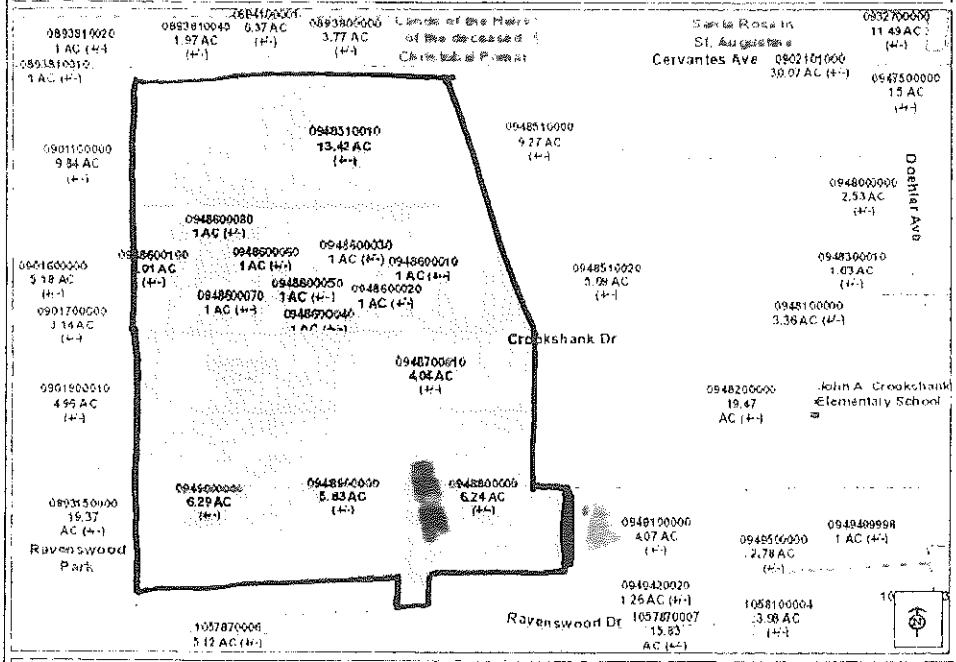
Strap	Size
0948510010	13.42
0948600100	1.01
0948600090	0.99
0948600080	1.00
0948600070	1.00
0948600060	1.00
0948600050	1.00
0948600040	1.00
0948600030	1.00
0948600020	1.00
0948600010	1.00
0948700000	4.03
0948700010	4.04
0949000000	6.29
0948900000	5.83
0948800000	6.24
0949430000	0.25
TOTALS	50.10

EXHIBIT B - PAGE 3

Historic St. Johns County

Sharon Outland, Property Appraiser
www.sjcpa.us email: sjcpa@sjcpa.us





Legend

- County Boundary
- City Limits
- School Names
- Railroads
- Condominiums
- Water
- Parks

This information was derived from data which was compiled by the St. Johns County Property Appraiser's Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's Office. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes.

Exhibit "C"

Voucher #

St. Johns County Impact Fee Voucher

(Name of Development)

RE: SCD 20[18] - [14]

1. Name and address of Developer/Grantor: VV001 St Augustine FLI, LLC c/o Brad Nutting
2. Name and address of Grantee: 2637 E Atlantic Blvd, Ste 26012, Pompano Beach, FL 33062
3. Legal description of subject property: See Attached Legal Description
4. Subdivision or Master Development Plan name: Ravenswood Village

The undersigned Developer/Grantor confirms that it has received from _____ on _____, 20___ funds sufficient for the following impact fees required under the applicable St. Johns County Impact Fee Ordinance, as amended, as indicated below. Developer/Grantor gives notice to St. Johns County, Florida that the following sums should be deducted from the applicable Impact Fee Credit account of the Developer/Grantor.

____ Schools Ordinance #87-57 in the amount of $_____

By: _____
Print: _____
Its: _____

8	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

2/19/2019

BCC MEETING DATE

TO: **Michael D. Wanchick, County Administrator** **DATE:** **January 11, 2019**

FROM: **Heather Stahl, Transportation Planner** **PHONE:** **904 209-0753**

SUBJECT OR TITLE: **CONSCA 2019-02 2884 N. Fourth Street School Concurrency Proportionate Share Mitigation Agreement**

AGENDA TYPE: **Consent Agenda, Contract**

BACKGROUND INFORMATION:

The proposed 2884 N. Fourth Street School Concurrency Proportionate Share Mitigation Agreement (Agreement) is between St. Johns County, the School District of St. Johns County, and Jason Burrell (Applicant) to mitigate for 5 single family lots on N. Fourth Street located north of SR 16. A rezoning was approved by the BCC on October 2, 2018 (REZ 2018-03) for the development of 5 single family units. The proportionate share mitigation of $16,668.00 or $3,334.00 per dwelling unit is required to be paid prior to Construction Plan approval. The Agreement also authorizes school impact fee credits in the amount of the proportionate fair share payment. The Agreement was approved by the St. Johns County School Board on January 8, 2019. Pursuant to the School Concurrency Interlocal Agreement, the proposed Agreement must also be approved and executed by the BCC.

1. IS FUNDING REQUIRED? No **2. IF YES, INDICATE IF BUDGETED.** No

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE:

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to approve the 2884 N. Fourth Street School Concurrency Proportionate Share Mitigation Agreement (CONSCA 2019-02).

For Administration Use Only:
Legal: PS 1/30/2019 **OMB: DC 1/30/2019** **Admin: DML 2/11/2019**

SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT

SCD **# 201** 8 - 18 2884 N. Fourth Street

THIS SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT ("Agreement"), is made by and among **THE COUNTY OF ST. JOHNS,** a political subdivision of the State of Florida, hereinafter referred to as "**County**", whose address is 500 San Sebastian View, St. Augustine, FL 32084; **THE SCHOOL BOARD OF ST. JOHNS COUNTY** , a body corporate and political subdivision of the State of Florida, hereinafter referred to as "**School District**," whose address is 40 Orange Street, St. Augustine, Florida, 32084; and Jason Burrell **THE** DEVELOPER ("**Applicant**"), whose address is 382 Ocean Forest Drive, St. Augustine, FL 32080 ; and

WHEREAS, the Applicant is authorized agent for the owner of that certain tract of land 085130-0000 (Parcel ID #) located in County and more particularly described on **Exhibit "A,"** attached hereto and incorporated herein (the "Property"). The location of the Property described in **Exhibit "A"** is illustrated with a map appearing in **Exhibit "B;"** and further described in the School Concurrency Determination application entitled SCD **201** 8 - 18 2884 N. Fourth Street ; and

WHEREAS, the Applicant has submitted an application for a development proposal seeking approval to develop approximately 5 single family residential dwelling units on the Property, hereinafter referred to as the Development Proposal; and

WHEREAS, the County and the School District have adopted and implemented a public school concurrency management system to assure the future availability of public school facilities to serve new development consistent with level of service standards ("Level of Service" and "Level of Service Standards") consistent with the terms of the current Interlocal Agreement between the School District and the local governments of St. Johns County, and the public school facilities and capital improvement elements of the respective comprehensive plans (individually, "Element"; plural, "Elements"); and

WHEREAS, at the time of this Agreement, adequate ☑ **elementary,** ☐ **middle, and** ☐ **high** school capacity is available to accommodate the 0.6 **elementary,** _____ **middle, and** _____ **high** school students the Development Proposal is anticipated to generate by the 5 proposed units.

WHEREAS, at the adopted Level of Service standards, (1) adequate school capacity is not available for the _____ **elementary,** 0.3 **middle, and** 0.4 **high** school students generated by the 5 **proposed units** at the Level of Service Standard within the concurrency services area or areas ("Concurrency Service Area"; "Concurrency Service Areas") in which the Development Proposal is located, to accommodate the anticipated number of public school students that the Development Proposal will generate; (2) the needed school capacity for the applicable Concurrency Service Area or Concurrency Service Areas within which the Development Proposal is located is also not available in any contiguous Concurrency Service Areas; and (3) available school capacity will not be in place or under actual construction within three (3) years after the approval of the Development Proposal; and

WHEREAS, authorizing these **new** residential dwelling units without the mitigation provided for in this Agreement would result in a failure of the Level of Service Standard for public school facilities in one or more applicable Concurrency Service Areas, or will exacerbate existing deficiencies in Level of Service; and

WHEREAS, the Parties agree that public school concurrency shall be satisfied by the Applicant's execution of this legally binding Agreement to provide mitigation proportionate to the demand for public

school facilities to be created by these **new** residential dwelling units ("Proportionate Share Mitigation"); and

WHEREAS, the Parties further agree that the appropriate Proportionate Share Mitigation option necessary to satisfy public school concurrency is payment of Proportionate Share Mitigation in the amount of $\$$ 16,668 **for the Development Proposal, or** $\$$ 3,334 **per dwelling unit**, as more specifically depicted or described herein.

NOW, THEREFORE, in consideration of the foregoing described Proportionate Share Mitigation, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. **INCORPORATION OF RECITALS**. The foregoing recitals are true and correct and are hereby incorporated into this Agreement by this reference as if fully set forth herein.
2. **PARTIES**. The **County**, the School District and the Applicant shall be collectively referred to as the "Parties."
3. **LEGALLY BINDING COMMITMENT**. The Parties agree that this Agreement constitutes a legally binding commitment by the Applicant to provide Proportionate Share Mitigation for the new residential dwelling units sought to be approved by County in the Development Proposal for the Property.
4. **PROPORTIONATE SHARE MITIGATION**. The Parties agree that the payment of Proportionate Share Mitigation in the total amount of $\$$ 16,668 for the Development Proposal, or $\$$ 3,334 per dwelling unit is an appropriate Proportionate Share Mitigation option necessary to maintain the Level of Service Standard for school capacity in the affected Concurrency Service Area or Concurrency Service Areas. Upon the final execution of this Agreement, the School District shall issue a revised School Concurrency Determination showing adequate mitigation. The duration and effect of this School Concurrency Determination shall be in accordance with the Interlocal Agreement and the Public School Facilities Element. However, in no event shall this School Concurrency Determination, or any capacity reservation based on this Determination, continue to be effective if the Applicant fails to perform its obligations under this Agreement. Conversely, once the Applicant has completely performed its obligations under this Agreement, the Applicant shall be entitled to rely on the School Concurrency Determination and capacity reservation to the extent of the capacity provided by the Proportionate Share Mitigation and once the Applicant has completely performed its obligations under this Agreement, such right of reliance shall survive the expiration of this Agreement.
5. **TIMING**. The Parties agree that the Proportionate Share Mitigation shall occur at the time of, and be a condition for the issue by County of, final construction plan approval. This payment shall be made directly to the School District.
6. **IMPACT FEE CREDIT.** As consideration for the Applicant's Proportionate Share Mitigation specified herein, the Parties agree that the County shall provide a credit of $\$$ 16,668 for the Development Proposal, or $\$$ 3,334 per dwelling unit, toward any school impact fee or exaction imposed by ordinance of the County for the same need. Should the school impact fee or exaction be greater than the above described credit, the Applicant shall pay the difference at the time school impact fees are due. The Applicant shall provide a school impact fee voucher substantially in the form of "Exhibit C" to St. Johns County, at the time of impact fee payment. Should the school impact fee or exaction be less, the Applicant shall not be entitled to the use of any excess credits. Should school impact fees be pre-paid in order to extend the Final Certificate of Concurrency, any remaining balance due on the Proportionate Share Mitigation shall be paid at the time of final subdivision approval. Provided, however nothing in this Agreement shall be deemed to require the County to continue to levy or collect School Impact Fees, or, if levied, to levy them for any certain amount.
7. **SCHOOL CAPACITY IMPROVEMENT.** The School District agrees to apply the Proportionate Share Mitigation contributed by the Applicant toward a school capacity improvement which will

be added to the planned capital improvements in the Five Year District Facilities Work Plan at the time of its next annual update, and which satisfies the demands created by the Development Proposal in accordance with this Agreement.

8. **NO GUARANTEE OF LAND USE/ZONING.** Nothing in this Agreement shall require the **COUNTY** to approve any Land Use Amendment or Rezoning application associated with the property described herein.
9. **EFFECTIVE DATE.** This Agreement shall become effective on the date it is recorded in the Public Records of St. Johns, Florida (the "Effective Date"). If this Agreement is not executed by the Applicant and delivered to the County within thirty (30) days after the latter of County or School District approval of this Agreement, this Agreement shall become void.
10. **TERM.** This Agreement shall expire upon the Parties' completion of their performance of all obligations herein.
11. **STATUTORY COMPLIANCE.** The Parties agree that this Agreement satisfies the requirements for a binding Proportionate Share Mitigation Agreement in Section 163.3180(6)(h), Florida Statutes.
12. **NOTICES.** Whenever any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. Until otherwise designated by amendment to this Agreement, the Parties designate the following as the respective places for giving notice:

FOR COUNTY:	**County Administrator** **St. Johns County** **500 San Sebastian View** **St. Augustine, FL 32084**
FOR SCHOOL DISTRICT:	**Tim Forson/Nicole Cubbedge** **Facilities Planning & Growth Management** **St. Johns County School District** **40 Orange Street** **St. Augustine, FL 32084**
FOR APPLICANT:	Jason Burrell 382 Ocean Forest Drive St. Augustine, FL 32080

13. **RELEASE.** Upon the performance of all obligations of all parties hereto, the School District shall release the Applicant from this Agreement, and the Applicant shall release the School District and the County from any and all future claims, costs or liabilities arising out of the provision of Proportionate Share Mitigation in accordance with this Agreement. These releases shall be recorded at the Applicant's expense in the Official Records of St. Johns County, Florida, evidencing such performance.
14. **DEFAULT.** If **any party to this Agreement** materially defaults under the terms hereof, then the County shall give the defaulting party thirty (30) days notice and a right to cure such breach. Should the Applicant of the property described herein fail to timely cure a default in meeting their obligations set forth herein, their Concurrency certificate, issued based upon payment and/or performance hereunder, shall be voided and that Applicant and the property described herein shall lose their right to concurrency under this Agreement and their right to School Impact Fee credits under this Agreement. Further, in the case of such default, any development upon that property dependent upon such certificate will be stopped, until and unless

the agreement is reinstated or the default is cured or capacity becomes available and is granted through an appropriate application. Should County or School District fail to timely cure a default in meeting their obligations set forth herein, Applicant may seek any and all remedies available to it in law or equity.

15. **VENUE; CHOICE OF LAW.** Any controversies or legal issues arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be submitted to the jurisdiction of the Circuit Court of St. Johns County, Florida, the venue sitis, and shall be governed by the laws of the State of Florida.
16. **CAPTIONS and PARAGRAPH HEADINGS.** Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend or limit the scope or intent of this Agreement.
17. **NO WAIVER.** No waiver of any provision of this Agreement shall be effective unless it is in writing, and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates, and shall not be deemed to be a continuing or future waiver.
18. **EXHIBITS.** All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.
19. **FURTHER ASSURANCES.** The Parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
20. **AMENDMENTS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective, unless contained in a written document prepared with the same or similar formality as this Agreement and executed by all the Parties to this Agreement.
21. **ASSIGNMENT.** This Agreement runs with the land. The Applicant may assign its rights, obligations and responsibilities under this Agreement to a third party purchaser of all or any part of fee simple title to the Property. Any such assignment shall be in writing and shall require the prior acknowledgement of all of the Parties. At the election of the School District, such acknowledgement may be conditioned upon the written agreement of the assignee to comply with conditions and procedures to aid in the monitoring and enforcement of the assignee's performance of the Proportionate Share Mitigation under this Agreement. The assignor under such assignment shall furnish the Parties with a copy of the written assignment within ten (10) days of the date of execution of same.
22. **NO THIRD PARTY BENEFICIARIES.** This Agreement is made for the sole benefit and protection of the parties, their successors and assigns, and no other persons shall have any right of action hereunder.
23. **COUNTERPARTS**. This Agreement may be executed in three (3) counterparts, each of which may be deemed to be an original.
24. **RECORDING OF THIS AGREEMENT.** The Applicant shall record this Agreement, at its expense, within fourteen (14) days after full execution, in the St. Johns County Public Records. Time is of the essence in the recording, and failure to timely record shall render this Agreement void.
25. **MERGER CLAUSE.** This Agreement sets forth the entire agreement among the Parties, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the Parties.
26. **SEVERABILITY.** If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of this Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates above each signature:

COUNTY of ST. JOHNS, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair, authorized to execute same by BOARD action on this _____ day of _____, 201__.

The SCHOOL DISTRICT OF ST. JOHNS COUNTY, signing by and through its Chair, authorized to execute same by District action on this 8th day of January, 2019.

The APPLICANT signing by _____ its _____ duly authorized to execute same, on this _____ day of _____, 201__.

WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates above each signature:

COUNTY of ST. JOHNS, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair, authorized to execute same by BOARD action on this _____ day of _____, 201__.

The SCHOOL DISTRICT OF ST. JOHNS COUNTY, signing by and through its Chair, authorized to execute same by District action on this _____ day of _____, 201__.

The APPLICANT signing by Jason Burrell its President duly authorized to execute same, on this 14 day of December, 2018.

COUNTY

Signed, witnessed, executed and acknowledged on this _____ day of _____, 201__.

WITNESSES:

_____

_____

COUNTY

By: _____, Chair

_____

(Please Print)

ATTEST:

By: _____, **County Clerk**

_____

(Please Print)

By: _____, **County Administrator**

_____

(Please Print)

SCHOOL DISTRICT

Signed, witnessed, executed and acknowledged on this 8th day of January, 2019.

WITNESSES:

SCHOOL DISTRICT OF ST. JOHNS COUNTY, FLORIDA

By: _____, Chair
Kelly Barrera
(Please ~~Print~~)

ATTEST:

By: _____, Superintendent of Schools
James Forson
(Please Print)

APPLICANT

Signed, witnessed, executed and acknowledged on this 14 day of December, 2018.

WITNESSES:

Jesse Dobbie

Lauren Billitz

APPLICANT

By: Jason Burrell

(Please Print)

Self

Title

STATE OF FLORIDA }

COUNTY OF ST JOHNS}

The foregoing instrument was acknowledged before me this 14 day of December, 2018, by Jason Burrell,

Print Name Jesse A Dobbie

Notary Public

State of Florida at Large

My Commission Expires: 5/7/19

Personally Known N/A

or Produced ID ✓

[check one of the above]

Type of Identification Produced

FL DL

JESSE A. DOBBIE NOTARY PUBLIC STATE OF FLORIDA
My Comm. Expires May 7, 2019
No. FF 228622

Exhibit "A"

Prepared by:

Olde Towne Title Group
93 Orange Street, Suite A
St. Augustine, Florida 32084

File Number: OT18-6196

Public Records of St. Johns County, FL
Clerk number: 201802724 1
BK: 4535 PG: 935
4/23/2018 3:37 PM
Recording $18.50
Doc D $875.00

General Warranty Deed

Made this March 30, 2017 A.D. By **Diane N Mills, conveying her non-homestead property**, whose address is: P.O. Box 3767, St. Augustine, FL 32080, hereinafter called the grantor, to **Old Town Properties II Inc**, whose post office address is: 382 Ocean Forest Dr., St. Augustine, FL 32080, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in County, Florida, viz:

Lot 28, 30, 32, 34 and 36, Block 3, Unit 1, Ponce De Leon Heights, according to the map or plat thereof, as recorded in Plat Book 3, Page(s) 73, of the Public Records of St. Johns County, Florida.

Parcel ID Number: 085130-0000

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2017.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Prepared by:

Olde Towne Title Group
93 Orange Street, Suite A
St. Augustine, Florida 32084

File Number: OT18-6196

Signed, sealed and delivered in our presence:

Witness Printed Name Jessica Peel

Witness Printed Name Emily Daubenspeck

Diane N Mills (Seal)
Address:

(Seal)
Address:

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 30th day of March, 2018, by Diane N Mills, who is/are personally known to me or who has produced drivers license as identification.

JESSICA PEEL
MY COMMISSION EXPIRES
SEPTEMBER 11, 2021
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public
Print Name:

My Commission Expires:

Exhibit "B"

Map created with St. Johns County's iMap

DISCLAIMER:

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

Date: 12/13/2018

SCD 2018-18 2884 N. Fourth Street

Exhibit B

N

0 325 650

Feet

Voucher #

St. Johns County Impact Fee Voucher

_____

(Name of Development)

RE: SCD 201 - ___

1. Name and address of Developer/Grantor: _____
2. Name and address of Grantee: _____
3. Legal description of subject property: _____
4. Subdivision or Master Development Plan name: _____

The undersigned Developer/Grantor confirms that it has received from _____ on _____, 20___ funds sufficient for the following impact fees required under the applicable St. Johns County Impact Fee Ordinance, as amended, as indicated below. Developer/Grantor gives notice to St. Johns County, Florida that the following sums should be deducted from the applicable Impact Fee Credit account of the Developer/Grantor.

____ Schools Ordinance #87-57 in the amount of $_____

By: _____
Print: _____
Its: _____

9	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

2/19/2019

BCC MEETING DATE

TO: **Michael D. Wanchick, County Administrator** **DATE:** **January 16, 2019**

FROM: **Mercedes Harrold, Cultural Resource Coordinator** **PHONE:** **904 209-0623**

SUBJECT OR TITLE: **Request approval to apply for a Small Matching Grant through the Florida Department of State, Division of Historical Resources **No matching funds required****

AGENDA TYPE: **Consent Agenda**

BACKGROUND INFORMATION:

Historic resource management staff would like the opportunity to apply for a Division of Historical Resources Small Matching Grant that would fund a Historic Properties Survey of Hastings, Florida. Because the County is a designated Certified Local Government matching funds are not required. Staff would request $50,000 to survey Hastings, including downtown and the surrounding areas. The Historic Properties Survey of Hastings will provide incremental data that can be incorporated into an update of all county-wide historical resources.

1. IS FUNDING REQUIRED? No **2. IF YES, INDICATE IF BUDGETED.** No

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE:

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to authorize the County Administrator, or designee, on behalf of the Growth Management Department, Environmental Division to submit a grant application to the Florida Department of State, Division of Historical Resources for up to $50,000 to implement the Historic Properties Survey of Hastings and authorizing the County Administrator, or designee, to execute any, and all, documents associated with the grant application.

For Administration Use Only:
Legal: N/A **OMB: N/A** **Admin: DML 2/11/2019**

Background Information:
Historic Resource Management staff requests the opportunity to apply for a Florida Division of Historical Resources, Small Matching Grant. This grant does not require match funding. The grant would provide funding for a survey and inventory of historic properties in Hastings, Florida – from the downtown main street area and into the neighborhoods radiating outward. The survey would document historic buildings, defined as structures that are 50 years old or older; the usage (historic and current); the condition of the building (excellent, good, fair, deteriorated, or ruinous); and any additions or modifications. This grant would help chronicle the history of Hastings through its structures and provide the County with the information necessary to document significant cultural resources. Updating this data will allow staff to continue fulfilling our responsibilities under the St. Johns County Land Development Code Section 3.01.04.B, which requires the County Administrator to survey, create, and maintain an inventory of known and potential Cultural Resources located within unincorporated St. Johns County

Hastings, the Potato Capital of Florida, has deep roots in the history of St. Johns County. Hastings sprouted up as an agricultural center in response to Henry Flagler's establishment of St. Augustine as a tourist destination. The farms in Hastings provided fresh produce to the Flagler hotels. The once thriving town that once boasted two car dealerships, a favorite dress shop, and a medical office depicting a Highwayman's murals has recently been dissolved and incorporated into St. Johns County.

Attachment 1
Sample Application

Small Matching Grant Application

A - Organization Information

<Display applicant information *read only*>

a. Applicant Name (org or individual)
b. FEID
c. Phone number (with extension if applicable)
d. Principal Address
e. Mailing Address
f. Website
g. Org Type (e.g. nonprofit, school board, etc.)
h. Org Category (e.g. public library, SOE, etc.)
i. County
j. DUNS number

1. Designated Project Contact*

The project contact is the applicant organization's primary contact for the application review process. In addition to being available to answer questions from Division staff regarding the proposed project and application, the project contact is usually the individual who will be administering the project, if it is funded.

<Select from Organization Contacts>
First & Last Name
Phone Number + Extension
Email Address

2. Authorized Official*

Provide the name and contact information for the person authorized to sign contracts on behalf of the organization. This is often an Executive Director, President, board member, city manager, county administrator, etc.

<Select from Organization Contacts>
First & Last Name
Phone Number + Extension
Email Address

3. Certified Local Governments (CLG)*

Only governmental entities that are Certified Local Governments (CLG) in good standing are eligible to receive **Federal** funds for the Survey, Planning, and National Register Nomination project categories. CLGs may also apply for state funds for projects in **other** categories (Education and Publication and Historical Marker projects). No more than two (2) applications, one for federal funding and one for state funding, may be submitted under a single application deadline.

Are you a CLG in good standing? What is a CLG?

- o Yes

- o No

3.1. If yes, is this an application for federal or state funding?

- o Federal (Survey, Planning, and National Register Nomination project types only)
- o State (Education and Publication, and Historical Marker project types only)

3.2. If yes, provide the following:

Congressional District Number(s)

Congressional District Number of U.S. Congressional Representative for the Project Location (find your legislators on flsenate.gov)

_____

4. Florida Main Street Programs*

Are you an Active Florida Main Street community designated as such pursuant to Chapter 1A-36, Florida Administrative Code?

- o Yes
- o No

5. Applicant Grant Experience and History*

5.1. Has the applicant received previous grant assistance within the past five years from any source?

- o Yes
- o No

5.2. If yes, for each grant specify the year of the grant award, grant number, grant project name, the granting entity, the grant award amount, and its current status. Make sure to include any grants awarded by the Division or other State grants.

Year	Grant No.	Grant Project Name	Granting Entity	Grant Amount	Open/Closed

6. Proposed Project Team*

Please list those persons who will be directly involved with the administration of the grant should this application be successful. This should include the Project Contact listed and all other individuals who will have a role in the execution of the grant project. Please list below the individuals' names, roles or titles within the applicant organization (if applicable), and percentage of work time dedicated to grant administration.

Key Project Person	Project Role or Title	% of Time

7. **Applicant staffing and hours***
   Select the option that best describes your organization.
   - o Organization is open at least 40 hours per week and has at least one paid staff member in a management position
   - o Organization has some paid staff but they are not full-time
   - o Organization is open part-time and has volunteer staff

B - Project Information

1. Project Type*

Select the project type for which grant funds are requested. If you are unsure of which type to select, please refer to the definition beneath each project type.

- **Survey Project**
  Projects which identify, document, and evaluate historic or archaeological resources within historic or archaeological districts or areas being investigated for the potential of becoming historic districts or zones, or updating previous surveys.

- **Planning Project**
  Projects to prepare historic structures report, condition assessment, architectural drawings, predictive modeling, preparation of preservation or management plans, design or preservation guidelines and such, necessary to guide the long term preservation of a historic resource or historic district

- **National Register Nominations Project**
  Projects that prepare a nomination to the National Register of Historic Places, be it individual or thematic nominations.

- **Education and Publication Project**
  Projects aimed at increasing public understanding and awareness of the importance of historical and archaeological resources and their preservation, either in general or in particular for specific sites, properties, or collections.

- **Main Street Start-up or Re-start-up Project**
  A one-time start-up grant to newly designated Florida Main Street communities pursuant to Chapter 1A-36, Florida Administrative Code, or a one-time restart grant for Main Streets that have been inactive for more than ten years and have new board members to return to active program status.

- **Historical Marker Project**
  Projects which assist with the acquisition of state markers for which texts (monolingual or bilingual) have been approved by the State Historical Marker Council prior to applying for the grant.

2. Project Title and Location Information*

The title should reflect the name of the property, site, area, and the goals of the proposed project. The title should be consistent with previous applications/awards. (For example, Pensacola Maritime Heritage Trail, Archaeological Survey of Deering Estate, etc.)

2.1. Project Title*

_____

2.2. Name of Property (if applicable)

_____

2.3. Street Address (primary location where the proposed project will be carried out)*

_____

2.4. City (location of the proposed project)*

_____

2.5. Primary County (location of the proposed project)*

_____

3. Additional Counties Served

Select any additional counties the project will serve. <include options to select additional counties>

C – Historical Significance

1. Historical Designation*

Indicate the type of historical designation currently held by the historic resource. For properties or sites that have been listed in the National Register or are contributing properties or sites within a National Register District, provide the date that the property, site or district was listed. Should you have questions regarding the National Register status of a property or site, contact the Division's National Register Staff at 1.800.847.7278 or 850.245.6300.

1.1. Type of Historical Designation*

- ☐ Individual National Register Listing(s)
- ☐ National Register District - Contributing Resources
- ☐ Determined Eligible by the National Park Service or Potentially Eligible by the Division
- ☐ Individual Local Designation
- ☐ Local Designated District - Contributing Resources
- ☐ None of the Above

1.2 Historical Designation details.

Provide the name of the property, site or district (as it is listed in the National Register) and the date of designation or listing.

Property Name	Date Designated		

2. Historical Significance

2.1. Explain the historic significance for the property, site, information, or resource(s) that is the subject of the proposed project (Maximum characters 1500)*

2.2. For projects associated with Historic Structures and Archaeological Sites, enter the Florida Master Site File (FMSF) Number (ex. 8ES1234). For multiple site forms, separate with a semicolon (;). If no FMSF form exists, applicants may be required to complete one as part of the requirements in a grant award agreement.

2.3. For Historic Property, Indicate Year of the Original Construction (enter Year only)

_____

2.4. For Archaeological Sites, provide the Cultural Affiliation of the Site and Dates of Use or Occupation (Maximum characters 300)

D - Project Specifics

1. Scope of Work (Maximum characters 5000)*
In the space provided below, briefly describe the scope of work for the project for which funding is requested. List the work items that will be completed during the grant period using the funds requested and the required match.

2. Tentative Project Timeline (remember this is a 12 month grant period)*
Please specify the start and end month and year below; indicate all major elements of the project for which funding assistance is requested, the anticipated time required to complete each element, and the planned sequence of these activities. Grants, if awarded, will begin July 1, 2019 and expire June 30, 2020. **Projects should be completed within 12 months.**

Work Item	Starting Date	Ending Date

3. Survey Projects*

3.1. Indicate the types of historical resources to be surveyed (Maximum characters 1000.).*

3.2. Newly Recorded Sites*
Provide an estimate of the number of Florida Master Site Forms that will be produced by the survey for newly recorded sites.

_____

3.3. Florida Master Site File Updates*
(Note: Surveys that record or update site file forms for more than 10 historic properties or archaeological sites must produce paper Florida Master Site Forms and also submit the site file data using the electronic forms provided by the Florida Master Site File.)

_____

3.4. Enter the acreage of the area to be surveyed.*

4. Planning Projects*

4.1. Explain the need for the proposed project (Maximum characters 1000)*

4.2. How will the product(s) be made available to others in the community? (Maximum characters 500)*

5. National Register Nomination Projects*

5.1. Explain the need for the proposed project (Maximum characters 1000)*

5.2. Will a Multiple Property Cover nomination be produced?*

- o Yes
- o No

5.3. Discuss whether the proposed project entails individual or district nominations (Maximum characters 500)*

6. Historical Markers Projects*

6.1. Has the Historical Marker Council approved the text for the Historical Marker?*
Evidence of review and approval by the Historical Marker Council must be provided in the Support Materials section of this application.

- Yes
- No

6.2. Provide the approved text for the Historical Marker.*

7. Education and Publication Projects*

7.1. Explain the need for the proposed project. (Maximum characters 1000)*

7.2. How many minutes/pages is the product(s)?*
For example: "3 page brochures, 30 minute videos, 1 website, etc."

_____

7.3. How many copies of the product(s) will be produced?*

_____

7.4. Explain how the project/product(s) will be distributed. (Maximum characters 500)*
(Products should be distributed free of charge.)

8. Main Street Start-up and Re-start-up Projects*

8.1. Explain the need for the proposed project. (Maximum characters 1000)*

8.2. Explain the benefit that this project will bring to the community (Maximum characters 1000)*

9. Does the proposed project entail a partnership with any other local entity?*

- Yes
- No

9.1. If yes, describe their participation to date and anticipated further participation in this project.

E – Budget and Match

1. **Rural Economic Development Initiative (REDI) Waiver of Match Requirements***

Applicants with projects located in counties or communities that have been designated as a rural community in accordance with Section 288.0656 and 288.06561, Florida Statutes, may request a waiver of matching requirements. (Waivers are not available for Historical Marker Project types. State agencies, state colleges, and state universities are not eligible for a REDI match waiver, regardless of project location.)

1.1 Are you requesting a waiver? Is my project in a REDI Community?

- Yes
- No

1.2. Are you a state agency, state college, or state university?

- Yes
- No

2. **Project Budget and Match***

2.1. Grant Funds and Match*

List work items and associated estimated expenses and how they will be paid (from match, the grant, or both). Only include expenses that are specifically related to the project. Refer to the program Guidelines for examples of non-allowable expenses (available at FLheritage.com/grants). Expenses may include an actual amount to be paid or the value of an in-kind contribution.

Small Matching grants require a 100% (i.e., 1:1) match unless exempted by the program Guidelines. Applicant Organizations that are Florida Certified Local Government (CLG) or Florida Main Street communities are not required to provide a match. Applicant Organizations applying for projects located in REDI areas are not required to provide a match (exception: Historical Marker Projects and applicants that are agencies of state, state colleges and state universities are not eligible for the REDI match waiver).

Round amounts to the nearest dollar. Rows must have a value in Grant Funds, or Cash Match, or In-Kind Match. If all three columns are 0 or blank, the row will not be saved.

The amount of grant funds requested in this application will be the total in the "Grant Funds" column. The total amount of the "Cash Match" column must equal or exceed 25% of the total combined match (cash and in-kind).

#	Work Item	Grant Funds	Cash Match	In-Kind Match	Total
	Totals:	$0.00	$0.00	$0.00	$0.00

Grant Funds Requested: _____
Total Match Amount: _____
Project Total Budget: _____

2.2. Additional Budget Information/Clarification

Use this space to provide additional detail or information about the proposal budget as needed. For example, where the relationship between items in the budget and the objectives of the proposed project may not be obvious, provide clarification regarding the necessity for or contribution of those work items to the successful completion of the project.

3. Completed Project Activities.

Provide a summary of the project-related activities completed at the time of application submittal. Such activities may include architectural studies or plans, preservation planning activities, or historical or archaeological research accomplished. You cannot be reimbursed for any work that is completed before the grant period begins.

Activity Description	Date Completed	Cost/Value	Delete

4. Operating Forecast. (Maximum characters 500)*

Describe source(s) of funding for necessary maintenance, program support, and/or additional expenses warranted to sustain the proposed project after the grant period.

F –Property Information

1. Property Ownership (for site-specific projects).
Enter name of the Property Owner and choose the appropriate owner type. If applicant is not the owner of the property, the applicant must secure Property Owner concurrence. The applicant shall provide a letter from the Property Owner that documents that the applicant has the permission of the Property Owner of record to conduct the proposed project on the owner's property and that the Property Owner is in concurrence with this application for grant funding. This letter shall be uploaded in the Support Materials section of this application.

1.1. Does your organization own the property?*

- o Yes
- o No
- o Not Applicable

1.2. Property Owner

_____

1.3. Type of Ownership

- o Non-profit Organization

- o Private Individual or For-Profit Entity
  Note: Properties owned by private individuals or for-profit entities are not eligible for grant funding with the exception of site-specific archaeological projects that entail fieldwork being undertaken by an eligible applicant organization.
- o Governmental Agency

2. Threats or Endangerment (Maximum characters 1500)*
Discuss the immediate endangerment to the historic resource(s) that is the subject of the proposed project, including existing or potential short-term threats of loss or damage to the properties, site, or information, as consequence of issues such as inaction, deterioration or lack of understanding of its historical significance. Documentation material, such as newspaper articles, are to be uploaded in the Support Materials section of this application.

G –Protection and Impact

1. Local Protection*

Indicate the level(s) of local protection currently afforded the project historic property or site and upload a copy of the local protection documents in the Support Materials section of this application.

1.1. Local Protection Level(s)*

- ☐ Local Ordinance Design Review
- ☐ Preservation or Conservation Easement
- ☐ Protective/Restrictive Covenant
- ☐ Maintenance Agreement
- ☐ Other
- ☐ None

2. Annual Visitation*

2.1. What is the estimated or anticipated Annual Visitation for the project property or site?*

For education products, please list the estimated annual distribution, downloads, or web hits.

_____

2.2. What is the basis of these estimates? (Maximum characters 200)*

3. Anticipated Economic Impact (Maximum characters 1500)*

Explain the direct economic impact this project will have on the surrounding community. Include any information regarding number of jobs it will provide, if known.

4. Benefit to Minorities and the Disabled (Maximum characters 1500)*

Describe any direct benefit the project will have on minority groups and/or the disabled. If project includes media content, describe accessibility methods to be used (e.g. voice over, closed captioning, etc.)

5. Educational Benefits and Public Awareness (Maximum characters 1500)*

Explain how the proposed project will educate the public on issues related to historic preservation, Florida history, and/or heritage preservation.

H –Support Materials

1. Non-Profit Status*

Choose file:	Upload file

2. Substitute W-9 Form (available at DFS website https://flvendor.myfloridacfo.com)*

Choose file:	Upload file

3. Documentation of Confirmed Match*
Consult the program Guidelines for suitable documentation evidencing match (FLheritage.com/grants/)

Choose file:	Upload file

4. Letters of Support

Choose file:	Upload file

5. Photographs*

Choose file:	Upload file

6. Representative Image*
Upload a single representative image of the property or project that will be used in the application review meeting. For historic properties, this should be an image of the front of the building.

Choose file:	Upload file

7. Florida Historical Marker Council Support Documents (for Historical Marker Projects only)*

Choose file:	Upload file

8. Documentation of Threat or Endangerment*

Choose file:	Upload file

9. Local Protection*
Provide copies any documents that provide local protection of the project site as identified in question G1.

Choose file:	Upload file

10. Owner Concurrence Letter (for site-specific projects only)*
Provide a letter that documents that the applicant has the permission of the owner of record (if the Property Owner is not the applicant) to conduct the proposed project on the owner's property and that the owner is in concurrence with this application for grant funding. Note that, for other than site-specific archaeological projects that entail fieldwork being undertaken by an eligible applicant, the owner must be a Non-profit Organization or agency of government.

Choose file:	Upload file

11. Optional Materials
Applicants may attach materials not specifically requested by the Division that support the application.

Title

_____

File
To add a support material enter a title and optional description. Then select a file and click the Upload File button.

Choose file:	Upload file

Description (optional)
Additional details about the support materials that may be helpful to staff or panelists.

_____

I –Review and Submit

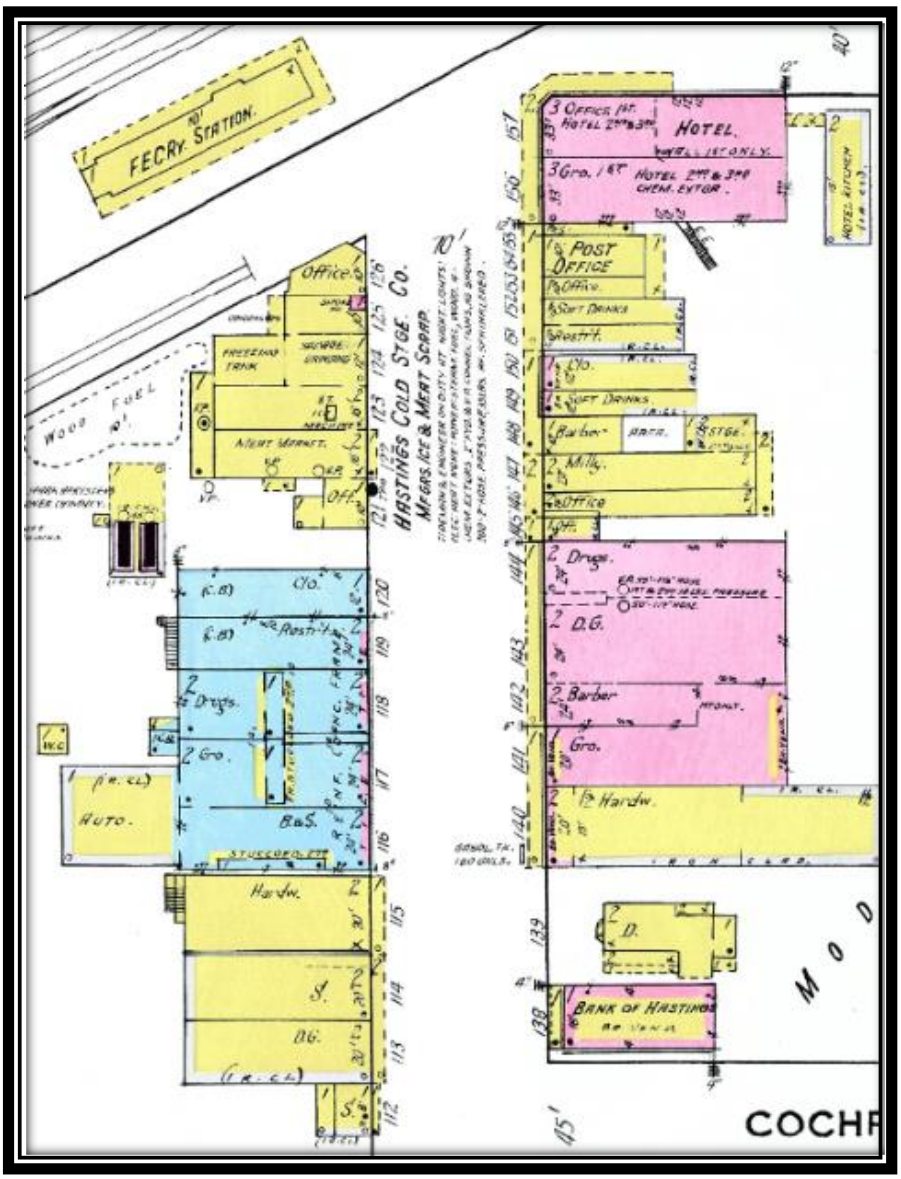
1. Review and Submit*

☐ I hereby certify that I am authorized to submit this application on behalf of _____ and that all information indicated is true and accurate. I acknowledge that my electronic signature below shall have the same legal effect as my written signature. I am aware that making false statement or representation to the Department of State constitutes a third degree felony as provided for in s. 817.155, F.S., punishable as provided for by ss. 775.082, 775.083, and 775.084.

1.1 Signature (enter first and last name)*

_____

Attachment 2
Excerpt from 1921 Sanborn Insurance Map of Hastings, Florida
(UF Collections http://ufdc.ufl.edu/UF00074178/00001/2x)


FECRY. STATION.
HASTINGS COLD STGE. CO.
MFGRS. ICE & MEAT SCRAP.
HOTEL.
POST OFFICE
Office
Soft Drinks
Restr't.
Clo.
Barber
Milly.
Office
Drugs.
D.G.
Barber
Gro.
Hardw.
Office
FREEZING TANK
MEAT MARKET.
WOOD FUEL
Clo.
Restr't.
Drugs.
Gro.
AUTO.
B.&S.
Hardw.
D.G.
BANK OF HASTINGS
COCHR

10	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

2/19/2019

BCC MEETING DATE

TO: **Michael D. Wanchick, County Administrator** **DATE:** **March 2, 2018**

FROM: **Gail Oliver, Land Management Systems Director** **PHONE:** **209-0770**

SUBJECT OR TITLE: **Resolution approving renewal of a Memorandum of Understanding between St. Johns County Utility Department and St. Johns County Parks and Recreation for use of buildings located on West 16th Street and Mizell Road.**

AGENDA TYPE: **Consent Agenda, Contract, Resolution**

BACKGROUND INFORMATION:

Resolution No. 2007-217 approved, and Resolution No. 2012-115 extended, a Memorandum of Understanding allowing St. Johns County Parks and Recreation to use the former Utility Department building and warehouse located on Mizell Road, and maintenance building located on West 16th Street. From 2007 to 2012 the St. Johns County Parks and Recreation Department paid $60,143 annually for use of the buildings. In 2012 the rental amount was reduced to $48,447 due to the economic downturn. The Parks and Recreation Department requests further extension of the Memorandum of Understanding. The economy has rebounded and the parties agree that re-instatement of the $60,143 rental amount is appropriate beginning in fiscal year 2019.

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

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE: Recreation Programs - Lease/Rental of Building (0079-54401)

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2019-_____, approving the terms and conditions for renewal of a Memorandum of Understanding between St. Johns County Utility Department and St. Johns County Parks and Recreation Department for use of buildings located on West 16th Street and Mizell Road.

For Administration Use Only:
Legal: RDR 12/5/2018 **OMB: WS 12/5/2018** **Admin: DML 12/10/2018**

RESOLUTION NO. 2019-_____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS FOR RENEWAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN ST. JOHNS COUNTY UTILITY DEPARTMENT AND ST. JOHNS COUNTY PARKS AND RECREATION DEPARTMENT FOR USE OF BUILDINGS LOCATED ON WEST 16TH STREET AND MIZELL ROAD.

RECITALS

WHEREAS, Resolution No. 2007-217 approved a Memorandum of Understanding allowing St. Johns County Parks and Recreation to use the former Utility Department building and warehouse located on Mizell Road, and a maintenance building located on West 16th Street; and

WHEREAS, Resolution No. 2012-115 extended the term of the Memorandum of Understanding with the stipulation that at the end of the term the amount of compensation would be reevaluated; and

WHEREAS, from 2007 to 2012 the St. Johns County Parks and Recreation Department paid $60,143 annually for use of the buildings. In 2012 the rental amount was reduced to $48,447 due to the economic downturn; and

WHEREAS, St. Johns County Parks and Recreation Department requests further extension of the Memorandum of Understanding, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, the economy has rebounded and the parties agree that re-instatement of the $60,143 rental amount is appropriate. St. Johns County Parks and Recreation Department will pay/transfer to the St. Johns County Utility Department $60,143 annually for use of said buildings; and

WHEREAS, it is in the best interest of the County to authorize the renewal of the Memorandum of Understanding to eliminate the need for the County to acquire property to accommodate the County Parks and Recreation Department.

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 findings of fact.

Section 2. The terms and conditions of the above-described Memorandum of Understanding attached hereto, is hereby approved by the Board of County Commissioners.

Section 3. To the extent that there are typographical**,** scriveners, 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.

Section 4. The Clerk of Court is instructed to file the Memorandum of Understanding in the public records of St. Johns County, Florida.

PASSED AND ADOPTED this _____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA

By:_____
Paul Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk

By:_____
Deputy Clerk

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** is intended to provide guidance to St. Johns County staff with respect to use of the former **St. Johns County Utility Department** administrative building and warehouse on Mizell Road, and maintenance building located on West 16th Street.

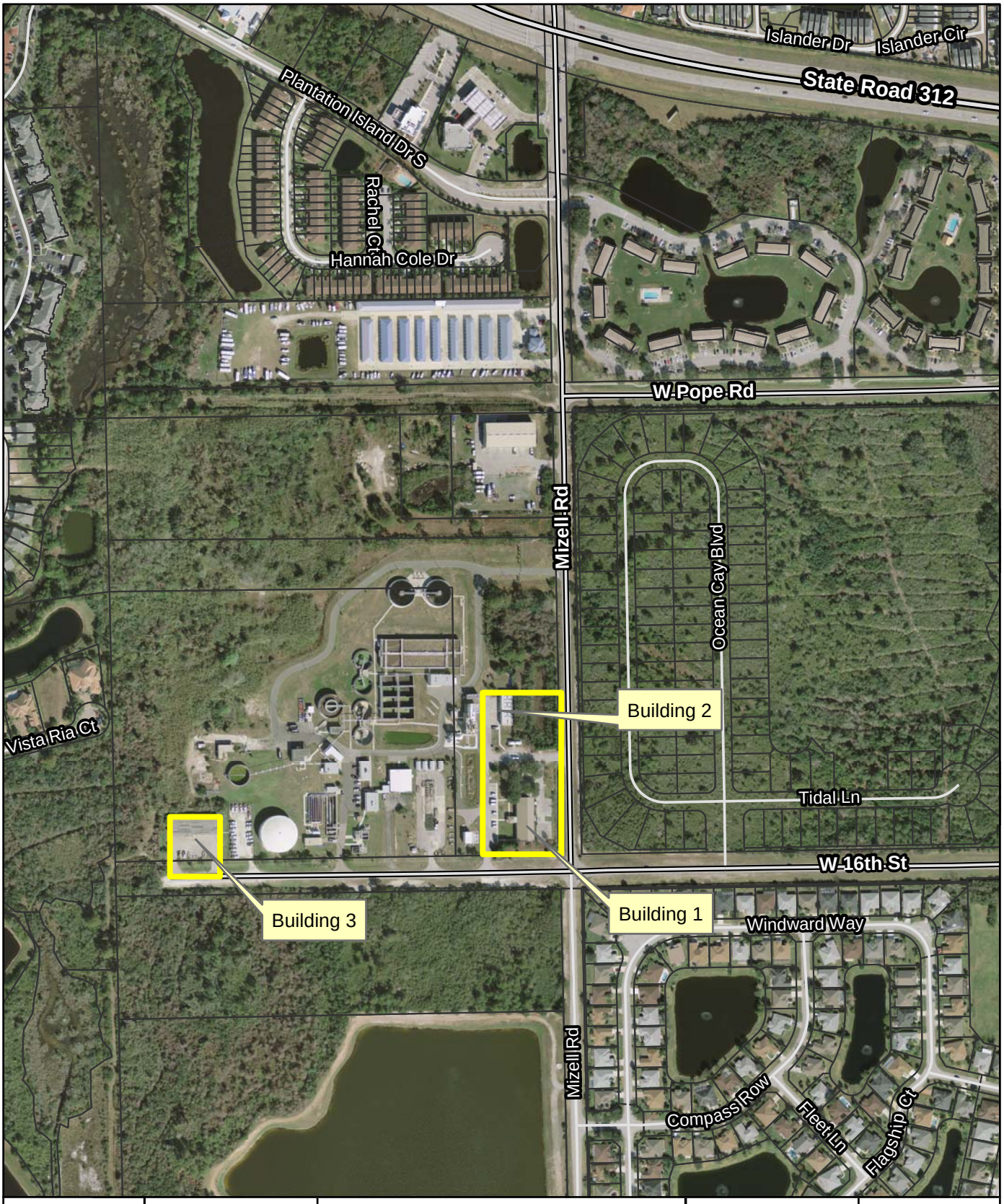
Paramount Public Purpose. Resolution 2007-217 and 2012-115 by the Board of County Commissioners declared that the use, described below, was of Paramount Public Purpose. Such a declaration by the Board serves as a primary rationale for authorizing such use.

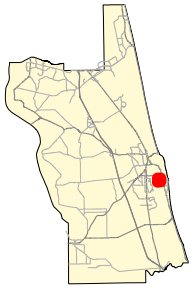
Use. Since May 29, 2007 the former **St. Johns County Utility Department** administrative building, warehouse on Mizell Road, and maintenance building located on West 16th Street have been used by the **St. Johns County Parks and Recreation Department**.

Term. Unless use is returned to the **St. Johns County Utility Department**, or the buildings are otherwise disposed of in a manner that is allowed by any applicable law, rule, or policy, then the **St. Johns County Parks and Recreation Department** may continue use of such buildings until September 30, 2018. Thereafter, this Memorandum of Understanding shall be automatically extended in one (1) year increments, on the same terms and conditions as contained herein, providing that neither party notifies the other in writing of intent not to accept such extension at least ninety (90) days prior to the end of the then current termination date.

Payment for Use. For such use, it is agreed that the **St. Johns County Parks and Recreation Department** will pay/transfer to the **St. Johns County Utility Department** an amount of $60,143 annually. The payment/transfer shall be made in any manner and under any procedures that are acceptable to the County. Beginning on October 1, 2019 and each year thereafter, the rent shall increase annually by an amount equal to two percent (2%) of the then current rent.

Return of Use. Should the **Board of County Commissioners of St. Johns County, Florida**, determine/declare that there is no longer a Paramount Public Purpose for the use by the **St. Johns County Parks and Recreation Department**, then such use shall revert and return to the **St. Johns County Utility Department**. The return and reversion shall occur no later than one year from the date of the **Board's** determination/declaration.





2013 Aerial Imagery

0 100 200

Feet

March 2, 2018

St. Johns County Utiity Department and Parks & Recreation Department

Memorandum of Understanding

Land Management Systems
Real Estate Division
(904) 209-0764

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 responsiblilty for the accuracy or completeness of the data shown hereon.

11	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

2/19/2019

BCC MEETING DATE

TO: **Michael D. Wanchick, County Administrator** **DATE:** **January 10, 2019**

FROM: **Gail Oliver, Land Management Systems, Director** **PHONE:** **209-0770**

SUBJECT OR TITLE: **A Resolution approving the execution of a subordination of County utility interests pursuant to the State of Florida Department of Transportation's request in connection with the proposed improvements to State Road No. 9.**

AGENDA TYPE: **Consent Agenda, Resolution**

BACKGROUND INFORMATION:

The State of Florida Department of Transportation ("FDOT") proposes to construct or improve State Road No. 9, Section No. 78080, F.P. No. 4240264, in St. Johns County, Florida. It is necessary that certain easement rights now owned by St. Johns County, Florida, be subordinated to the rights of FDOT. FDOT has made a request to said County to execute and deliver to FDOT a Subordination of County Utility Interests in favor of FDOT. FDOT is willing to pay to have the County's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained and will join in the execution of the Subordination Agreement to set forth the mutual covenants and promises of the parties. St. Johns County Utility Department has reviewed the document mentioned above and requests final approval by the BOCC, as stated in memorandum attached hereto.

1. IS FUNDING REQUIRED? No **2. IF YES, INDICATE IF BUDGETED.** No

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE:

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2019-_____, approving the execution of a Subordination of County Utility Interests pursuant to the State of Florida Department of Transportation's request in connection with the proposed improvements to State Road No. 9.

For Administration Use Only:
Legal: RDR 2/6/2019 **OMB: N/A** **Admin: DML 2/11/2019**

RESOLUTION NO. 2019-_____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE EXECUTION OF A SUBORDINATION OF COUNTY UTILITY INTERESTS PURSUANT TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION'S REQUEST IN CONNECTION WITH THE PROPOSED IMPROVEMENTS TO STATE ROAD NO. 9.

RECITALS

WHEREAS, the State of Florida Department of Transportation ("FDOT") proposes to construct or improve State Road No. 9, Section No. 78080, F.P. No. 4240264, in St. Johns County, Florida; and

WHEREAS, it is necessary that certain easement rights now owned by St. Johns County, Florida ("County"), be subordinated to the rights of the FDOT and

WHEREAS, FDOT has made a request to said County to execute and deliver to FDOT a Subordination of County Utility Interests in favor of FDOT, attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, FDOT is willing to pay to have the County's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained and will join in the execution of the Subordination of County Utility Interests to set forth the mutual covenants and promises of the parties;

WHEREAS, said subordination is in the best interest of the County and has been approved by the St. Johns County Utility Department, as stated in memorandum attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

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 into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Subordination of County Utility Interests is hereby approved and the Chair of the Board is hereby authorized to execute the agreement on behalf of the County.

Section 3. The Clerk is instructed to mail the original Subordination of County Utility Interests, along with a certified copy of the Resolution to the State of Florida Department of Transportation, 1109 South Marion Ave, MS 2020, Lake City, Florida 32025-5874, Attention: Kiersten Dicks.

Section 4. To the extent that there are typographical**,** scriveners 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 this _____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA

By:_____
Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk

_____
Deputy Clerk

23-UTL.08-Date: November 13, 2018

This instrument prepared by
or under the direction of:
David M. Robertson
Chief Counsel District Two
Florida Department of Transportation
1109 South Marion Avenue
Lake City, Florida 32025-5874

PARCEL NO. 101.9, 102.13 and 103.8
SECTION NO. 78080
F.P. NO. 4240264
STATE ROAD NO. 9
COUNTY OF St. Johns

SUBORDINATION OF COUNTY UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of_____, 20_____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-5874, hereinafter called the FLORIDA DEPARTMENT OF TRANSPORTATION, and ST. JOHNS COUNTY, a political subdivision of the State of Florida, 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter called County.

WITNESSETH:

WHEREAS, the County presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by the County to the Florida Department of Transportation; and

WHEREAS, the Florida Department of Transportation is willing to pay to have the County's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, County and Florida Department of Transportation agree as follows:

County hereby subordinates to the interest of Florida Department of Transportation its successors and assigns, any and all of its interest in the lands as follows, viz:

SEE **Exhibit "A",** attached hereto and by reference made a part hereof.

RECORDED:

INSTRUMENT	DATE ORB/PAGE	FROM	TO	AS TO PARCEL NO.
Saint Johns Water and Wastewater Utility Service Agreement	02/06/1995 1094/332	Northwest Utilities I, Inc. and SJH Partnership, Ltd.	St. Johns County, Florida	101/102/103

PROVIDED that the County has the following rights:

1. The County shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the Florida Department of Transportation's current minimum standards for such facilities as required by the Florida Department of Transportation, Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the Florida Department of Transportation. Should the Florida Department of Transportation fail to approve any new construction or relocation of facilities by the County or require the County to alter, adjust, or relocate its facilities located within said lands, the Florida Department of Transportation hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Not withstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The County shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the Florida Department of Transportation's facilities.

4. The County agrees to repair any damage to Florida Department of Transportation facilities and to indemnify the Florida Department of Transportation against any loss or damage resulting from the County exercising its rights outlined in Paragraphs 1 and 3 above.

IN WITNESS WHEREOF, the Florida Department of Transportation hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

_____
Witness:
Print Name_____

_____
Witness:
Print Name:_____

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

By:_____
Robert L. Parks
District Director for Transportation
Development District Two

Legal Review

By:_____

Print Name: _____
District Counsel

Date:_____

STATE OF FLORIDA

COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by Robert L. Parks, District Director for Transportation Development, District Two, who is personally known to me and who did not take an oath.

_____

Print Name:_____
Notary Public
My Commission Expires:_____

(Notary Seal)

IN WITNESS WHEREOF, the County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST:_____

Print Name: _____
Clerk (or Deputy Clerk)

St. Johns County, Florida,
By Its Board of County Commissioners

By:_____

Print Name:_____
Its Chairperson (or Vice-Chairperson)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, _____, who is personally known to me or who has produced _____ as identification.

_____

Print Name:_____
Notary Public
My Commission Expires:_____

(Notary Seal)

Exhibit "A"

Section No. 78080 State Road No. 9 St. Johns County
F.P. No. 4240264

Parcel No. 101 Fee Simple

A Part Of Section 10, Township 6 South, Range 28 East, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At A 2-3/8" Aluminum Pipe With A 3-1/4" Aluminum Cap Stamped "Public Land Survey Corner Tallahassee Meridian LB #2648", Marking The Northeast Corner Of The Southeast 1/4 Of Section 10, Township 6 South, Range 28 East, St. Johns County, Florida; Thence South 01°01'46" West, Along The East Line Of The Southeast 1/4 Of Said Section 10, A Distance Of 2,040.74 Feet To The Baseline Of Survey Of State Road No. 9 (Interstate 95) (A Variable Width Right Of Way As Per Florida Department Of Transportation Right Of Way Map, Section 78080, F.P. No 4240264); Thence North 27°29'24" West, Along Said Baseline Of Survey, A Distance Of 2,246.04 Feet; Thence North 62°30'36" East, A Distance Of 150.51 Feet To The Northeasterly Existing Limited Access Right Of Way Line Of Said State Road No. 9 (Interstate 95) And The **Point Of Beginning**; Thence North 28°18'16" West, Along Said Northeasterly Existing Limited Access Right Of Way Line, A Distance Of 35.84 Feet; Thence North 27°29'24" West, Continuing Along Said Northeasterly Existing Limited Access Right Of Way Line, A Distance Of 14.16 Feet; Thence North 62°30'36" East, A Distance Of 257.81 Feet; Thence North 30°02'34" West, A Distance Of 218.40 Feet; Thence North 44°28'43" East, A Distance Of 309.65 Feet; Thence North 88°34'57" East, A Distance Of 638.29 Feet To The East Line Of Section 10, Township 6 South, Range 28 East, St. Johns County, Florida; Thence South 01°01'46" West Along The East Line Of Said Section 10, A Distance Of 265.00 Feet; Thence South 44°31'12" West, A Distance Of 326.39 Feet; Thence South 69°55'20" West, A Distance Of 415.62 Feet; Thence North 29°27'22" West, A Distance Of 196.64 Feet; Thence South 62°30'36" West, A Distance Of 259.50 Feet To The **Point Of Beginning**.

Containing 8.990 Acres, More Or Less.

ALSO:

Parcel No. 102 Fee Simple

All Of Tract "HH" (Upland Buffer), As Shown On The Plat Of Cascades Of World Golf Village, As Recorded In Map Book 54, Page 15 Of The Public Records Of St. Johns County, Florida, In Section 3, Township 6 South, Range 28 East, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At A 5/8" Iron Rod With Cap, Stamped "LB #2648", Marking The Southwest Corner Of Section 34, Township 5 South, Range 28 East, St. Johns County, Florida; Thence North 88°56'19" East, Along The South Line Of Said Section 34, A Distance Of 233.88 Feet To The Northwest Corner Of Section 3, Township 6 South, Range 28 East, St. Johns County, Florida; Thence North 89°05'12" East, Along The North Line Of Said Section 3, A Distance Of 305.32 Feet To The Baseline Of Survey Of State Road No. 9 (Interstate 95) (A Variable Width Right Of

Way As Per Florida Department Of Transportation Right Of Way Map, Section 78080, F.P. No 4240264); Thence South 27°29'24" East, Along Said Baseline Of Survey, A Distance Of 817.04 Feet; Thence South 61°16'06" West, A Distance Of 150.04 Feet To The Southwesterly Existing Limited Access Right Of Way Line Of Said State Road No. 9 (Interstate 95), Also Being The Northeast Corner Of Tract "GG" (Lake), As Shown On The Plat Of Cascades At World Golf Village, As Recorded In Map Book 54, Page 15 Of The Public Records Of St. Johns County, Florida; Thence Continue South 61°16'06" West, Along The North Line Of Said Tract "GG" (Lake), A Distance Of 9.41 Feet To A Non-Tangent Curve To The Left, Having A Radius Of 50.00 Feet; Thence Northwesterly And Southwesterly Along Said North Line Of Tract "GG" And The Arc Of Said Curve, Through An Angle Of 112°58'03", An Arc Distance Of 98.58 Feet, And A Chord Bearing And Distance Of North 84°29'47" West, 83.37 Feet To The Point Of Tangency Of Said Curve; Thence South 39°01'11" West, Continuing Along Said North Line Of Tract "GG", A Distance Of 76.39 Feet To The Point Of Curvature Of A Curve To The Left, Having A Radius Of 50.00 Feet; Thence Southwesterly Along Said North Line Of Tract "GG" And The Arc Of Said Curve, Through An Angle Of 67°43'28", An Arc Distance Of 59.10 Feet And A Chord Bearing And Distance Of South 05°09'28" West, 55.72 Feet; Thence South 51°49'33" West, Continuing Along Said North Line Of Tract "GG", A Distance Of 6.75 Feet; Thence North 39°18'34" West, Continuing Along Said North Line Of Tract "GG", A Distance Of 44.77 Feet To An Intersection With The Southerly Line Of Tract "HH" (Upland Buffer) As Shown On Said Cascades At World Golf Village And The **Point Of Beginning**.; Thence Southwesterly Along The North Line Of Said Tract "GG" The Following Seven (7) Courses; (1) South 74°34'19" West, 30.81 Feet; (2) South 45°07'06" West, 29.07 Feet; (3) South 32°59'52" West, 37.51 Feet; (4) South 64°36'31" West, 45.80 Feet; (5) South 72°58'22" West, 41.18 Feet; (6) South 86°14'34" West, 47.71 Feet; (7) North 70°43'46" West, 33.73 Feet To The Southwest Corner Of Said Tract "HH" (Upland Buffer); Thence North 19°16'14" East, Along The West Line Of Said Tract "HH", A Distance Of 25.00 Feet To The Northwest Corner Of Said Tract "HH"; Thence Northeasterly Along The North Line Of Said Tract "HH" The Following Seven (7) Courses; (1) South 70°43'46" East, 28.64 Feet; (2) North 86°14'34" East, 39.71 Feet; (3) North 72°58'22" East, 36.44 Feet; (4) North 64°36'31" East, 36.90 Feet; (5) North 32°59'52" East, 33.09 Feet; (6) North 45°07'06" East, 38.30 Feet; (7) North 74°34'19" East, 26.31 Feet To A 4"X4" Concrete Monument With Disk, Stamped PRM LB 6739", Marking The Northeast Corner Of Said Tract "HH" (Upland Buffer); Thence South 39°18'34" East, Along The East Line Of Said Tract "HH", A Distance Of 27.34 Feet To The **Point Of Beginning**.

Containing 6,315 Square Feet, More

ALSO:

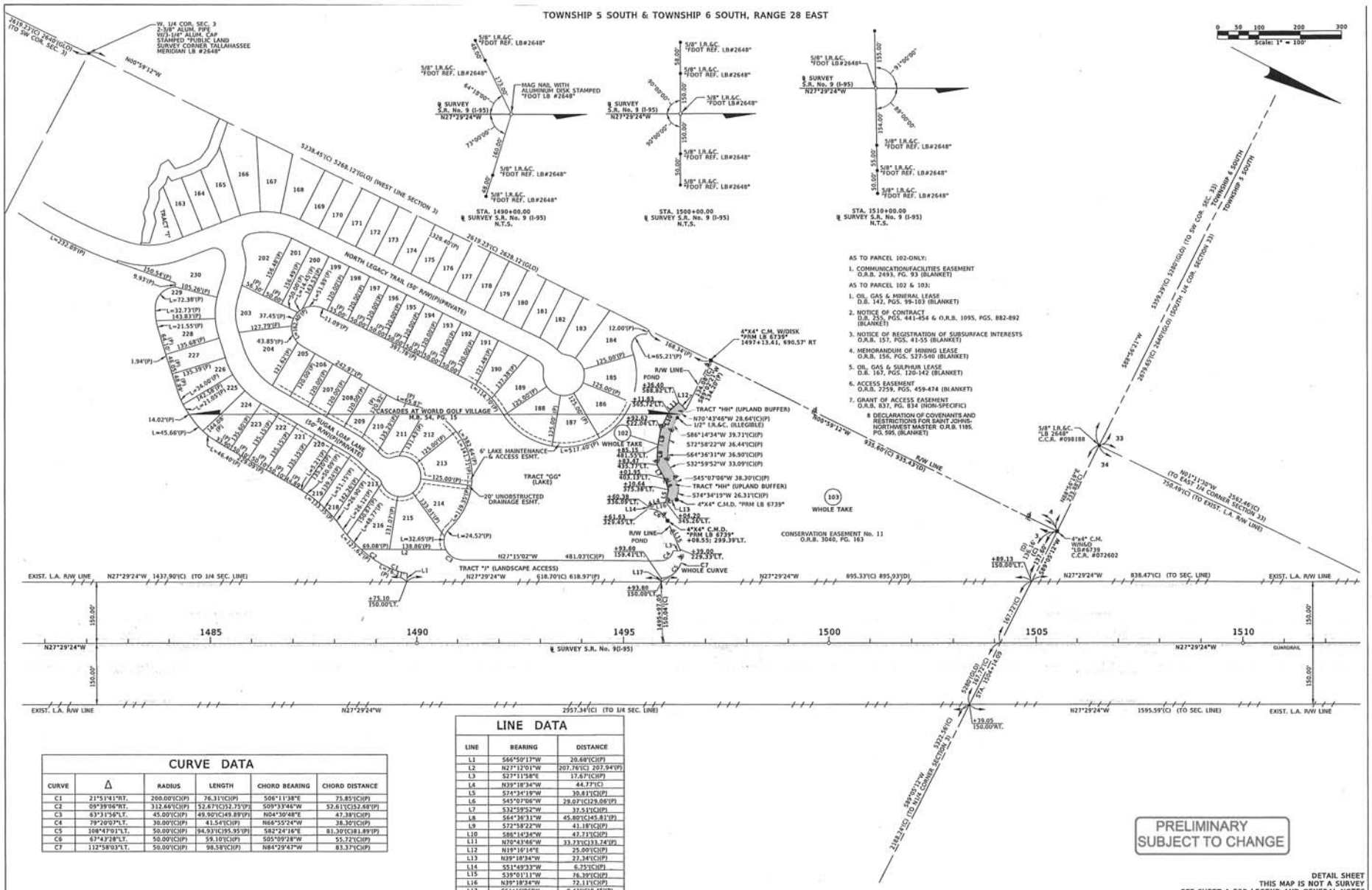
Parcel No. 103 Fee Simple

A Part Of Section 3, Township 6 South, Range 28 East, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At A 5/8" Iron Rod With Cap, Stamped "LB #2648", Marking The Southwest Corner

Of Section 34, Township 5 South, Range 28 East, St. Johns County, Florida; Thence North 88°56'19" East, Along The South Line Of Said Section 34, A Distance Of 233.88 Feet To The Northwest Corner Of Section 3, Township 6 South, Range 28 East, St. Johns County, Florida; Thence North 89°05'12" East, Along The North Line Of Said Section 3, A Distance Of 305.32 Feet To The Baseline Of Survey Of State Road No. 9 (Interstate 95) (A Variable Width Right Of Way As Per Florida Department Of Transportation Right Of Way Map, Section 78080, F.P. No 4240264); Thence South 27°29'24" East, Along Said Baseline Of Survey, A Distance Of 817.04 Feet; Thence South 61°16'06" West, A Distance Of 150.04 Feet To The Southwesterly Existing Limited Access Right Of Way Line Of Said State Road No. 9 (Interstate 95), Also Being The Northeast Corner Of Tract "J" (Landscape/Access), As Shown On The Plat Of Cascades At World Golf Village, As Recorded In Map Book 54, Page 15-29 Of The Public Records Of St. Johns County, Florida And The **Point Of Beginning**; Thence Continue South 61°16'06" West, Along The North Line Of Said Tract "J" (Landscape/Access), A Distance Of 9.41 Feet To A Non-Tangent Curve To The Left, Having A Radius Of 50.00 Feet; Thence Northwesterly And Southwesterly Along Said North Line Of Tract "J" (Landscape/Access) And The North Line Of Tract "GG" (Lake) As Shown On Said Plat Of Cascades At World Golf Village, And The Arc Of Said Curve, Through An Angle Of 112°58'03", An Arc Distance Of 98.58 Feet, And A Chord Bearing And Distance Of North 84°29'47" West, 83.37 Feet To The Point Of Tangency Of Said Curve; Thence South 39°01'11" West, Continuing Along Said North Line Of Tract "GG", A Distance Of 76.39 Feet To The Point Of Curvature Of A Curve To The Left, Having A Radius Of 50.00 Feet; Thence Southwesterly Along Said North Line Of Tract "GG" And The Arc Of Said Curve, Through An Angle Of 67°43'28", An Arc Distance Of 59.10 Feet And A Chord Bearing And Distance Of South 05°09'28" West, 55.72 Feet; Thence South 51°49'33" West, Continuing Along Said North Line Of Tract "GG", A Distance Of 6.75 Feet; Thence North 39°18'34" West, Continuing Along Said North Line Of Tract "GG," And Along The East Line Of Tract "HH" As Shown On Said Plat Of Cascades At World Golf Village, A Distance Of 72.11 Feet To A 4"X4" Concrete Monument With Disk, Stamped "PRM LB 6739", Marking The Northeast Corner Of Said Tract "HH", (Upland Buffer), As Shown On Said Plat Of Cascades At World Golf Village; Thence Along The North Line Of Said Tract "HH" The Following Seven (7) Courses; (1) South 74°34'19" West, 26.31 Feet; (2) South 45°07'06" West, 38.30 Feet; (3) South 32°59'52" West, 33.09 Feet; (4) South 64°36'31" West, 36.90 Feet; (5) South 72°58'22" West, 36.44 Feet; (6) South 86°14'34" West, 39.71 Feet; (7) North 70°43'46" West, 28.64 Feet To The North Line Of Said Tract "GG"; Thence South 89°02'21" West, Along Said North Line Of Tract "GG", A Distance Of 134.08 Feet To A 4"X4" Concrete Monument With Disk, Stamped "PRM LB 6739", Marking The Northwest Corner Of The Plat Of Said Cascades At World Golf Village And Being On The West Line Of Said Section 3; Thence North 00°59'12" West, Along The West Line Of Said Section 3, A Distance Of 935.60 Feet To The Northwest Corner Of Said Section 3; Thence North 89°05'12" East, Along The North Line Of Said Section 3, A Distance Of 137.60 Feet To The Southwesterly Existing Limited Access Right Of Way Line Of Said State Road No. 9 (Interstate 95); Thence South 27°29'24" East, Along Said Existing Limited Access Right Of Way Line, A Distance Of 895.33 Feet To The **Point Of Beginning**.

Containing 7.270 Acres, More Or Less.



CURVE DATA

CURVE	Δ	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	21°51'41"RT.	200.00'(C)(P)	76.31'(C)(P)	S06°11'38"E	75.85'(C)(P)
C2	09°39'06"RT.	312.66'(C)(P)	52.67'(C)52.75'(P)	S09°33'46"W	52.61'(C)52.68'(P)
C3	63°31'56"LT.	45.00'(C)(P)	49.90'(C)49.89'(P)	N04°30'48"E	47.38'(C)(P)
C4	79°20'07"LT.	30.00'(C)(P)	41.54'(C)(P)	N66°55'24"W	38.30'(C)(P)
C5	108°47'01"LT.	50.00'(C)(P)	94.93'(C)95.95'(P)	S82°24'16"E	81.30'(C)81.89'(P)
C6	61°43'28"LT.	50.00'(C)(P)	53.10'(C)(P)	S05°09'38"W	50.72'(C)(P)
C7	112°58'03"LT.	50.00'(C)(P)	98.58'(C)(P)	N84°29'47"W	83.37'(C)(P)

LINE DATA

LINE	BEARING	DISTANCE
L1	S66°50'17"W	20.68'(C)(P)
L2	N27°12'01"W	207.76'(C) 207.94'(P)
L3	S27°11'58"E	17.67'(C)(P)
L4	N39°18'34"W	44.77'(C)
L5	S74°34'19"W	30.81'(C)(P)
L6	S45°07'06"W	29.07'(C)29.06'(P)
L7	S32°59'52"W	37.51'(C)(P)
L8	S64°36'31"W	45.80'(C)45.81'(P)
L9	S72°58'22"W	41.18'(C)(P)
L10	S86°14'34"W	47.71'(C)(P)
L11	N70°43'46"W	33.73'(C)33.74'(P)
L12	N19°16'14"E	25.00'(C)(P)
L13	N39°18'34"W	27.34'(C)(P)
L14	S51°49'33"W	6.75'(C)(P)
L15	S39°01'11"W	76.39'(C)(P)
L16	N39°18'34"W	72.11'(C)(P)
L17	S61°16'06"W	9.41'(C)8.45'(P)

DETAIL SHEET
THIS MAP IS NOT A SURVEY
SEE SHEET 1 FOR LEGEND AND GENERAL NOTES
STATE ROAD No. 9 (I-95) FROM 7,091 FEET SOUTH OF INTERNATIONAL GOLF PARKWAY TO 1,953 NORTH OF THE ST. JOHNS/DUVAL COUNTY LINE

RIGHT OF WAY MAP

FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING

APPROVED BY _____ DATE _____
FOR DISTRICT SECRETARY

REVISION	BY	DATE	REVISION	BY	DATE

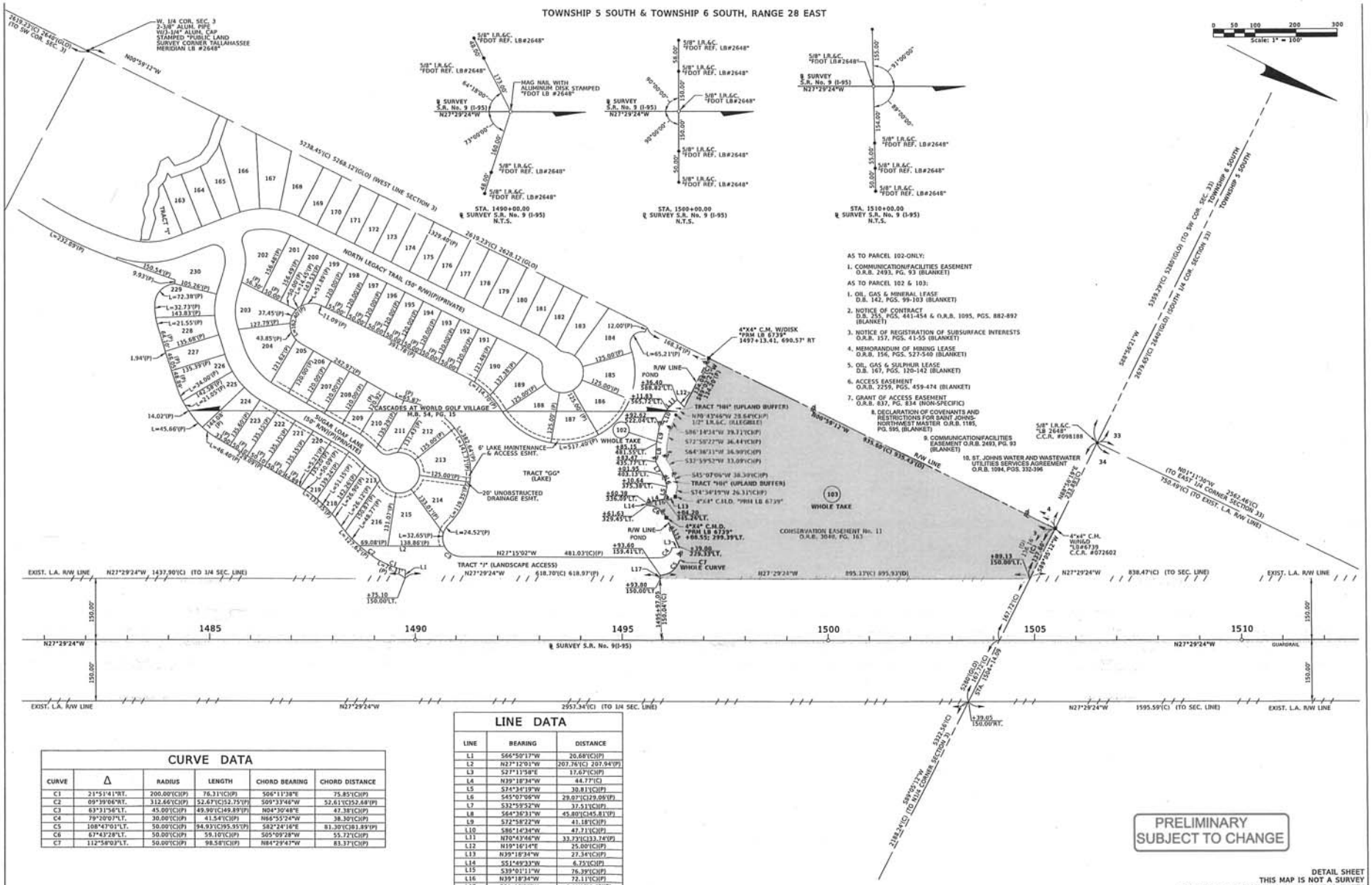
	BY	DATE
PRELIM	S.NELMS	01-19-17
FINAL	LANDERBERG	02-28-17
CHECKED	LANDERBERG	01-24-17

F.A.P. No. N/A SECTION 78080
STATE ROAD NO. 9 (I-95) ST. JOHNS COUNTY/DUVAL COUNTY

MAPS PREPARED BY: DRMP, INC. 8661 BELFORT PARKWAY, SUITE 205 JACKSONVILLE, FL 32256 904.641.8123 LB#2668

DATA SOURCE(S): 7808907
SCALE: 1" = 100'

F.P. NO. 4240264 SHEET 13 OF 26



CURVE DATA

CURVE	Δ	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	21°51'41"RT.	200.00'(C)(P)	76.31'(C)(P)	S06°11'38"E	75.85'(C)(P)
C2	09°39'06"RT.	312.66'(C)(P)	52.67'(C)52.75'(P)	S09°33'46"W	52.61'(C)52.68'(P)
C3	63°31'56"LT.	45.00'(C)(P)	49.90'(C)49.89'(P)	N04°30'48"E	47.38'(C)(P)
C4	79°20'07"LT.	30.00'(C)(P)	41.54'(C)(P)	N66°55'24"W	38.30'(C)(P)
C5	108°47'01"LT.	50.00'(C)(P)	94.93'(C)95.95'(P)	S82°24'16"E	81.30'(C)81.89'(P)
C6	67°43'28"LT.	50.00'(C)(P)	59.10'(C)(P)	S05°09'28"W	55.72'(C)(P)
C7	112°56'03"LT.	50.00'(C)(P)	98.56'(C)(P)	N84°29'43"W	83.37'(C)(P)

LINE DATA

LINE	BEARING	DISTANCE
L1	S66°50'17"W	20.68'(C)(P)
L2	N27°12'01"W	207.76'(C) 207.94'(P)
L3	S27°11'58"E	17.67'(C)(P)
L4	N39°18'34"W	44.77'(C)
L5	S76°36'19"W	30.81'(C)(P)
L6	S45°07'06"W	29.07'(C)29.09'(P)
L7	S32°59'52"W	37.51'(C)(P)
L8	S64°36'31"W	45.80'(C)45.81'(P)
L9	S72°58'22"W	41.18'(C)(P)
L10	S86°14'34"W	47.71'(C)(P)
L11	N70°43'46"W	33.73'(C)33.74'(P)
L12	N19°16'14"E	25.00'(C)(P)
L13	N39°18'34"W	27.34'(C)(P)
L14	S51°49'33"W	6.75'(C)(P)
L15	S39°01'11"W	76.39'(C)(P)
L16	N39°18'34"W	72.11'(C)(P)
L17	S61°16'06"W	9.41'(C)8.45'(P)

DETAIL SHEET
THIS MAP IS NOT A SURVEY
SEE SHEET 1 FOR LEGEND AND GENERAL NOTES

STATE ROAD No. 9 (I-95) FROM 7,091 FEET SOUTH OF INTERNATIONAL GOLF PARKWAY TO 1,953 NORTH OF THE ST. JOHNS/DUVAL COUNTY LINE

RIGHT OF WAY MAP

FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING

APPROVED BY _____ DATE _____
FOR DISTRICT SECRETARY

REVISION	BY	DATE	REVISION	BY	DATE

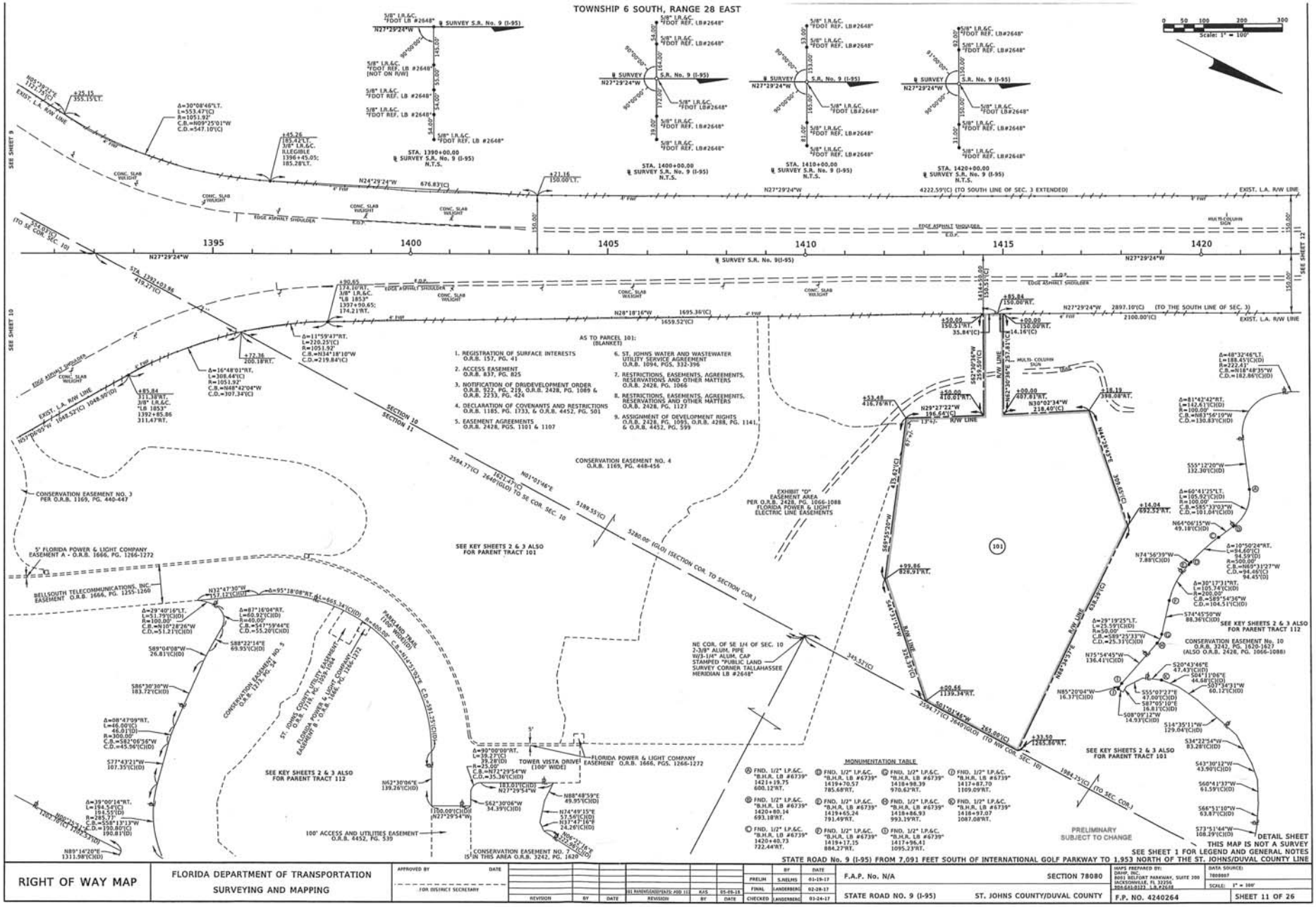
	BY	DATE
PRELIM	S.NELMS	01-19-17
FINAL	LANDERBERG	02-28-17
CHECKED	LANDERBERG	01-24-17

F.A.P. No. N/A | SECTION 78080
STATE ROAD NO. 9 (I-95) | ST. JOHNS COUNTY/DUVAL COUNTY | F.P. NO. 4240264

MAPS PREPARED BY:
DRMP, INC.
8992 BELFORT PARKWAY, SUITE 200
JACKSONVILLE, FL 32256
904-641-0123 LB #2648

DATA SOURCE: 78080007
SCALE: 1" = 100'

SHEET 13 OF 26


TOWNSHIP 6 SOUTH, RANGE 28 EAST
SURVEY S.R. No. 9 (I-95)
STA. 1390+00.00 ℄ SURVEY S.R. No. 9 (I-95) N.T.S.
STA. 1400+00.00 ℄ SURVEY S.R. No. 9 (I-95) N.T.S.
STA. 1410+00.00 ℄ SURVEY S.R. No. 9 (I-95) N.T.S.
STA. 1420+00.00 ℄ SURVEY S.R. No. 9 (I-95) N.T.S.
Scale: 1" = 100'
EXIST. L.A. R/W LINE
SEE SHEET 9
SEE SHEET 10
SEE SHEET 11
SEE SHEET 12
1395
1400
1405
1410
1415
1420
N27°29'24"W
4222.59'(C) (TO SOUTH LINE OF SEC. 3 EXTENDED)
2897.10'(C) (TO THE SOUTH LINE OF SEC. 3)
2100.00'(C)
AS TO PARCEL 101: (BLANKET)
1. REGISTRATION OF SURFACE INTERESTS O.R.B. 157, PG. 41
2. ACCESS EASEMENT O.R.B. 837, PG. 825
3. NOTIFICATION OF DRUDEVELOPMENT ORDER O.R.B. 1522, PG. 218, O.R.B. 2428, PG. 1089 & O.R.B. 2233, PG. 424
4. DECLARATION OF COVENANTS AND RESTRICTIONS O.R.B. 1185, PG. 1733, & O.R.B. 4452, PG. 501
5. EASEMENT AGREEMENTS O.R.B. 2428, PGS. 1101 & 1107
6. ST. JOHNS WATER AND WASTEWATER UTILITY SERVICE AGREEMENT O.R.B. 1094, PGS. 332-396
7. RESTRICTIONS, EASEMENTS, AGREEMENTS, RESERVATIONS AND OTHER MATTERS O.R.B. 2428, PG. 1066
8. RESTRICTIONS, EASEMENTS, AGREEMENTS, RESERVATIONS AND OTHER MATTERS O.R.B. 2428, PG. 1127
9. ASSIGNMENT OF DEVELOPMENT RIGHTS O.R.B. 2428, PG. 1095, O.R.B. 4288, PG. 1141, & O.R.B. 4452, PG. 599
CONSERVATION EASEMENT NO. 4 O.R.B. 1169, PG. 448-456
CONSERVATION EASEMENT NO. 3 PER O.R.B. 1169, PG. 440-447
EXHIBIT "D" EASEMENT AREA PER O.R.B. 2428, PG. 1066-1088 FLORIDA POWER & LIGHT ELECTRIC LINE EASEMENTS
SEE KEY SHEETS 2 & 3 ALSO FOR PARENT TRACT 101
SECTION 10
SECTION 11
5' FLORIDA POWER & LIGHT COMPANY EASEMENT A - O.R.B. 1666, PG. 1266-1272
BELLSOUTH TELECOMMUNICATIONS, INC. EASEMENT O.R.B. 1666, PG. 1255-1260
CONSERVATION EASEMENT NO. 5 O.R.B. 1169, PG. 440-447
ST. JOHNS COUNTY UTILITY EASEMENT O.R.B. 1769, PG. 1059 & 1064
FLORIDA POWER & LIGHT COMPANY EASEMENT A O.R.B. 1666, PG. 1266-1272
PARKS AND TRAIL (100' WIDTH)
TOWER VISTA DRIVE (100' WIDE)
FLORIDA POWER & LIGHT COMPANY EASEMENT O.R.B. 1666, PGS. 1266-1272
100' ACCESS AND UTILITIES EASEMENT O.R.B. 4452, PG. 539
CONSERVATION EASEMENT NO. 7 (5' IN THIS AREA O.R.B. 3242, PG. 1620
NE COR. OF SE 1/4 OF SEC. 10 2-3/8" ALUM. PIPE W/3-1/4" ALUM. CAP STAMPED "PUBLIC LAND SURVEY CORNER TALLAHASSEE MERIDIAN LB #2648"
CONSERVATION EASEMENT No. 10 O.R.B. 3242, PG. 1620-1627 (ALSO O.R.B. 2428, PG. 1066-1088)
SEE KEY SHEETS 2 & 3 ALSO FOR PARENT TRACT 112
SEE KEY SHEETS 2 & 3 ALSO FOR PARENT TRACT 101
MONUMENTATION TABLE
PRELIMINARY SUBJECT TO CHANGE
DETAIL SHEET
THIS MAP IS NOT A SURVEY
SEE SHEET 1 FOR LEGEND AND GENERAL NOTES
STATE ROAD No. 9 (I-95) FROM 7,091 FEET SOUTH OF INTERNATIONAL GOLF PARKWAY TO 1,953 NORTH OF THE ST. JOHNS/DUVAL COUNTY LINE

| | | |

St. Johns County Board of County Commissioners

Utility Department

INTEROFFICE MEMORANDUM

TO: Debbie Taylor, Real Estate Manager
Jessica Getchius, Real Estate Coordinator

FROM: Gordon Smith, Assistant Director of Engineering & Operations

SUBJECT: Florida Department of Transportation SR-9 , Parcel - 101, 102, 103, Subordination of County Utility Interests

DATE: January 7, 2019

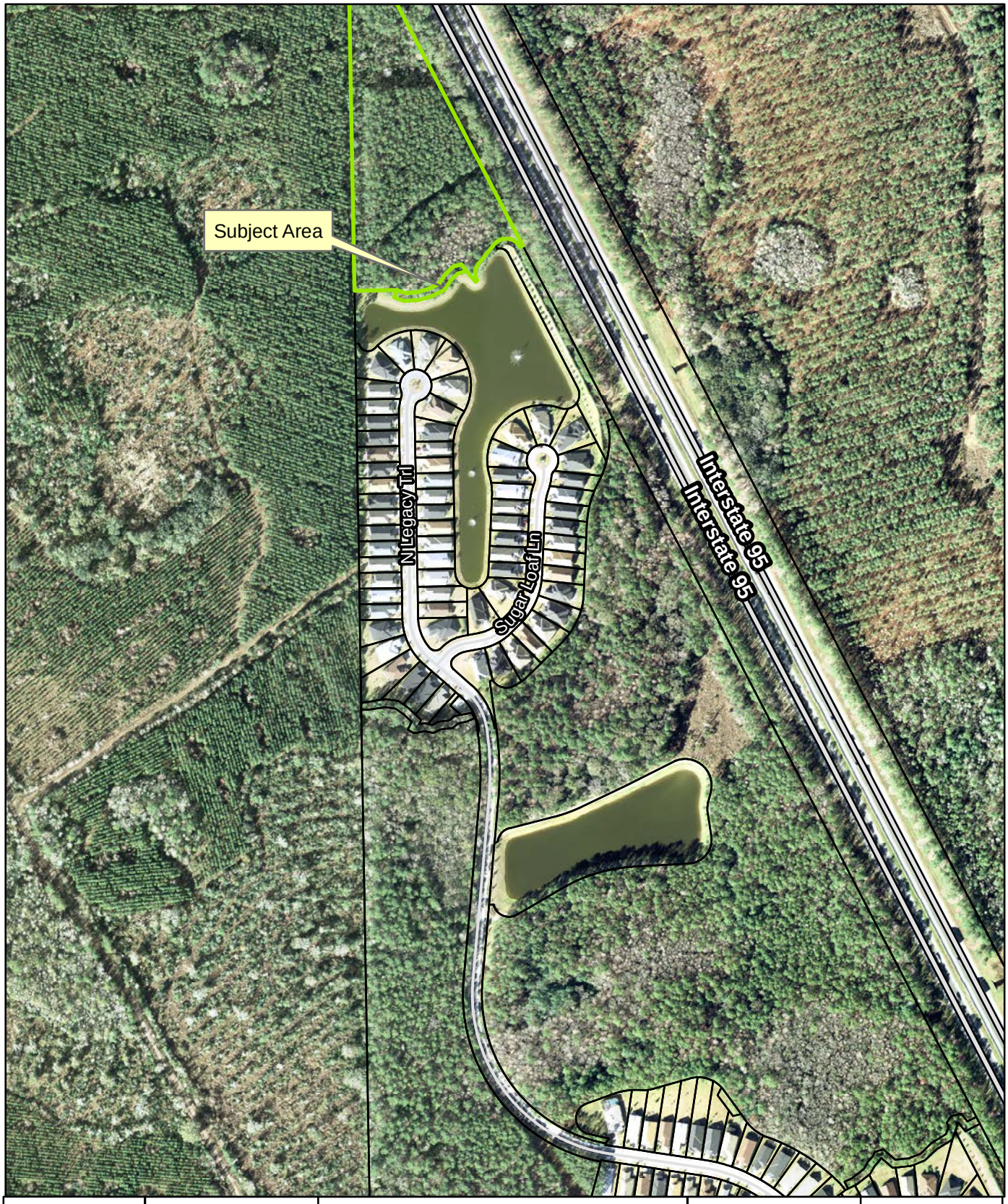
Please find attached (3) copies of the "Subordination of County Utility Interest" documents.

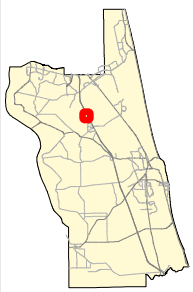
Currently, there is no utility infrastructure located within the FDOT parcels described in Exhibit "A" to the Subordination of County Utility Interests document.

The FDOT is acquiring lands for pond sites related to improvements to SR-9 (I-95) over portions of which St. Johns County has easement(s) for utilities.

Please execute the attached documents per the FDOT request.

We greatly appreciate your support and cooperation.





2016 Aerial Imagery

0 100 200 400

Feet

Date: 1/2/2019

Subordination of County Utility Interest in OR1094/332

FDOT Parcels 102 & 103

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 responsiblilty for the accuracy or completeness of the data shown hereon.

2016 Aerial Imagery

0 85 170 340

Feet

Date: 1/2/2019

Subordination of County Utility Interest in OR1094/332

FDOT Parcel 101

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 responsiblilty for the accuracy or completeness of the data shown hereon.

12	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

2/19/2019

BCC MEETING DATE

TO: **Michael D. Wanchick, County Administrator** **DATE:** **January 15, 2019**

FROM: **Gail Oliver, Land Management Systems, Director** **PHONE:** **209-0770**

SUBJECT OR TITLE: **Resolution accepting Grant of Easements from certain property owners within Porpoise Point Subdivision to St. Johns County for drainage purposes.**

AGENDA TYPE: **Consent Agenda, Resolution**

BACKGROUND INFORMATION:

Certain property owners in Porpoise Point Subdivision have executed and presented to St. Johns County Grant of Easements for drainage purposes. The easements will allow the County to place, lay, operate and maintain hoses and water pumping equipment to pump or otherwise convey surface water and stormwater in this area as deemed necessary by the County. It in the best interest of the County to accept the Grant of Easements for the health, safety and welfare of its citizens.

1. IS FUNDING REQUIRED? No **2. IF YES, INDICATE IF BUDGETED.** No

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE:

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2019-_____accepting Grant of Easements from certain property owners within Porpoise Point Subdivision to St. Johns County for drainage purposes.

For Administration Use Only:
Legal: BB 1/15/2019 **OMB: N/A** **Admin: DML 1/18/2019**

RESOLUTION NO. 2019-_____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING GRANT OF EASEMENTS FROM CERTAIN PROPERTY OWNERS WITHIN PORPOISE POINT SUBDIVISION TO ST. JOHNS COUNTY FOR DRAINAGE PURPOSES.

RECITALS

WHEREAS, certain property owners in Porpoise Point Subdivision have executed and presented to St. Johns County Grant of Easements, attached hereto as Exhibit "A", Exhibit "B", Exhibit "C", Exhibit "D", Exhibit "E", Exhibit "F" and Exhibit "G", incorporated by reference and made a part hereof; and

WHEREAS, the easements will allow the County to place, lay, operate and maintain hoses and water pumping equipment to pump and otherwise convey surface water and stormwater in this area as deemed necessary by the County; and

WHEREAS, it is in the best interest of the County to accept the Grant of Easements for the health, safety and welfare of its citizens.

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 into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby accepts the Grant of Easements for the purposes mentioned above.

Section 3. The Clerk is instructed to record the original Grant of Easements in the public records of St. Johns County, Florida.

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 this ___ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By:_____
Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk

By:_____
Deputy Clerk

Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

GRANT OF EASEMENT

THIS EASEMENT executed and given this day of 22 January 2018, by MARK KRAMP and CHERYL KRAMP, husband and wife, whose address is 301 Porpoise Point Dr., St. Augustine, Florida, 32084, hereinafter called the "Grantors", to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter called the "Grantee".

WITNESSETH:

That for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, said Grantors hereby give, grant, dedicate and convey to the Grantee, its successors and assigns forever, a non-exclusive easement with the right, privilege and authority to said Grantee, its successors and assigns, to place, lay, operate and maintain hoses and water pumping equipment and to pump and otherwise convey surface water and stormwater on, along, over, or across, but not below the surface of, the following described land, situate in St. Johns County, Florida, to wit:

> Property as described on attached Exhibit "A," incorporated by reference and made a part hereof.

TOGETHER with the right to said Grantee, its successors and assigns, of ingress and egress, to and over the above described property, and for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted.

GRANTORS acknowledge and agree that this Grant of Easement is perpetual, unless expressly revoked and cancelled at any time by Grantors in writing provided via hand delivery or certified mail, return receipt requested, to Grantee at the address for Grantee above. This Grant of Easement shall be deemed automatically revoked and cancelled seven (7) days after Grantee's receipt of said written notice and with no further notice required.

GRANTORS acknowledge and agree that this Grant of Easement does not require or obligate the Grantee to perform such uses granted herein at any frequency or duration or at all. While Grantors or Homeowners Utilities, Inc. may request that Grantee perform such uses, Grantee, in its sole discretion, shall have the right to determine when necessary to perform such uses and the frequency and duration of such uses; provided, however, that the duration of any period of continual use shall not exceed seven (7) consecutive days without written authorization of Grantors. Grantee shall make reasonable efforts to provide advance notice to Grantors of its intent to perform such uses.

GRANTEE shall not remove any fence, tree, shrub, bush, grass, or landscaping on the above described property in performing such uses granted herein. After the removal of any hose or water pumping equipment from the above described property, Grantee shall repair any damage, other than minor damage, to any fence, tree, shrub, bush, grass, or landscaping that occurred during, and as the result of, the installation or removal of said hose or water pumping equipment.

IN WITNESS WHEREOF, Grantors have hereunto set hand and seal the day and year first above written.

Signed and Sealed in Our Presence as Witnesses:

(sign) _____
(print) David F. Dubbs

(sign) _____
(print) Robert Tucker

Grantors:

_____
Mark W. Kramp

_____
Cheryl K. Kramp

STATE OF FL

COUNTY OF St Johns Co

The foregoing instrument was acknowledged before me this 22nd day of January 2018, by Mark W. Kramp and Cheryl K Kramp, who are personally known to me or have produced as identification.

Notary Public State of Florida
Peggy Ann Dobbs
My Commission FF 218998
Expires 05/14/2019

_____
Notary Public
My Commission expires: 5/14/2019

Exhibit A

Legal Description

Exhibit A

Legal Description

The Northerly five (5) feet of the following described parcel of land:

Lot 12, Block 2, Porpoise Point, as recorded in Map Book 15, pages 1 through 9, inclusive, of the public records of St. Johns County, Florida.

Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

GRANT OF EASEMENT

THIS EASEMENT executed and given this 19 day of January, 2017, by DAVID F. DOBBS and PEGGY A. DOBBS, husband and wife, whose address is P.O. Box 3884, St. Augustine, Florida 32085-3884, hereinafter called the "Grantors", to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter called the "Grantee".

WITNESSETH:

That for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, said Grantors hereby give, grant, dedicate and convey to the Grantee, its successors and assigns forever, a non-exclusive easement with the right, privilege and authority to said Grantee, its successors and assigns, to place, lay, operate and maintain hoses and water pumping equipment and to pump and otherwise convey surface water and stormwater on, along, over, or across, but not below the surface of, the following described land, situate in St. Johns County, Florida, to wit:

Property as described on attached Exhibit "A," incorporated by reference and made a part hereof.

TOGETHER with the right to said Grantee, its successors and assigns, of ingress and egress, to and over the above described property, and for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted.

GRANTORS acknowledge and agree that this Grant of Easement is perpetual, unless expressly revoked and cancelled at any time by Grantors in writing provided via hand delivery or certified mail, return receipt requested, to Grantee at the address for Grantee above. This Grant of Easement shall be deemed automatically revoked and cancelled seven (7) days after Grantee's receipt of said written notice and with no further notice required.

GRANTORS acknowledge and agree that this Grant of Easement does not require or obligate the Grantee to perform such uses granted herein at any frequency or duration or at all. While Grantors or Homeowners Utilities, Inc. may request that Grantee perform such uses, Grantee, in its sole discretion, shall have the right to determine when necessary to perform such uses and the frequency and duration of such uses; provided, however, that the duration of any period of continual use shall not exceed seven (7) consecutive days without written authorization of Grantors. Grantee shall make reasonable efforts to provide advance notice to Grantors of its intent to perform such uses.

GRANTEE shall not remove any fence, tree, shrub, bush, grass, or landscaping on the above described property in performing such uses granted herein. After the removal of any hose or water pumping equipment from the above described property, Grantee shall repair any damage, other than minor damage, to any fence, tree, shrub, bush, grass, or landscaping that occurred during, and as the result of, the installation or removal of said hose or water pumping equipment.

IN WITNESS WHEREOF, Grantors have hereunto set hand and seal the day and year first above written.

Signed and Sealed in Our Presence as Witnesses:

(sign) _____
(print) _____

(sign) _____
(print) Elliott Lavercombe

Grantors:

_____
David F. Dobbs

_____
Peggy A. Dobbs

STATE OF FL
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 19th day of January, 2018, by David F. Dobbs and Peggy A. Dobbs, who are personally known to me or have produced _____ as identification.

_____
Notary Public
My Commission expires: 08/20/2018

Notary Public State of Florida
Nadine N Davis
My Commission FF 152876
Expires 08/20/2018

Exhibit A

Legal Description

The Southerly five (5) feet of the following described parcel of land:

Lot 11, Block 2, Porpoise Point, as recorded in Map Book 15, pages 1 through 9, inclusive, of the public records of St. Johns County, Florida.

Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

GRANT OF EASEMENT

THIS EASEMENT executed and given this 30 day of January, 2018, by VICTOR G. ADDISON and KAREN G. ADDISON, husband and wife, whose address is 211 Porpoise Point Drive, St. Augustine, Florida 32084, hereinafter called the "Grantor", to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter called the "Grantee".

WITNESSETH:

That for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, said Grantor hereby gives, grants, dedicates and conveys to the Grantee, its successors and assigns forever, a non-exclusive easement with the right, privilege and authority to said Grantee, its successors and assigns, to place, lay, operate, and maintain pipes, hoses and other water pumping and conveyance equipment and to pump, convey and otherwise drain surface water and stormwater on, along, over, through or across the following described land, situate in St. Johns County, Florida, to wit:

Property as described on attached Exhibit "A," incorporated by reference and made a part hereof.

TOGETHER with the right to said Grantee its successors and assigns, of ingress and egress, to and over the above described property, and for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted.

GRANTOR acknowledges and agrees that this Grant of Easement is perpetual, however, it does not require or obligate the Grantee to perform such uses granted at any frequency or duration or at all. While Grantor or Homeowners Utilities, Inc. may request that Grantee perform such uses, Grantee, in its sole discretion, shall have the right to determine when necessary to perform such uses and the frequency and duration of such uses; provided, however, that the duration of any period of continual use shall not exceed seven (7) consecutive days without written authorization of Grantor. Grantee shall make reasonable efforts to provide advance notice to Grantor of its intent to perform such uses.

IN WITNESS WHEREOF, grantor has hereunto set hand and seal the day and

year first above written.

Signed and Sealed in Our Presence as Witnesses:

(sign) _____

(print) Robert S. Yerkes

(sign) _____

(print) Lisa Frenzel

Grantors:

_____
Victor G. Addison

_____
Karen G. Addison

STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 30th day of January, 2018, by Victor G. Addison and Karen G. Addison, who are personally known to me or have produced Florida Drivers License as identification.

_____
Notary Public

My Commission expires: 12/16/18

LISA FRENZEL
Commission # FF 183849
Expires December 16, 2018
Bonded Thru Troy Fain Insurance 800-385-7019

Exhibit A

Legal Description

The Southerly five (5) feet of the following described parcel of land:

Lots 10 and 10A, Block 2, Porpoise Point, according to the map or plat thereof, as recorded in Map Book 15, pages 1 through 9, inclusive, of the Public Records of St. Johns County, Florida.

Also:

The Northerly five (5) feet of the following described parcel of land:

Lots 10 and 10A, Block 2, Porpoise Point, according to the map or plat thereof, as recorded in Map Book 15, pages 1 through 9, inclusive, of the Public Records of St. Johns County, Florida.

Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

GRANT OF EASEMENT

THIS EASEMENT executed and given this 23rd day of January, 2018, by JOHN B. GILLESPIE and SANDRA M. GERLING-GILLESPIE, husband and wife, whose address is 218 Sea Turtle Way, St. Augustine, Florida 32084, hereinafter called the "Grantors", to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter called the "Grantee".

WITNESSETH:

That for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, said Grantors hereby give, grant, dedicate and convey to the Grantee, its successors and assigns forever, a non-exclusive easement with the right, privilege and authority to said Grantee, its successors and assigns, to place, lay, operate and maintain hoses and water pumping equipment and to pump and otherwise convey surface water and stormwater on, along, over, or across, but not below the surface of, the following described land, situate in St. Johns County, Florida, to wit:

Property as described on attached Exhibit "A," incorporated by reference and made a part hereof.

TOGETHER with the right to said Grantee, its successors and assigns, of ingress and egress, to and over the above described property, and for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted.

GRANTORS acknowledge and agree that this Grant of Easement is perpetual, unless expressly revoked and cancelled at any time by Grantors in writing provided via hand delivery or certified mail, return receipt requested, to Grantee at the address for Grantee above. This Grant of Easement shall be deemed automatically revoked and cancelled seven (7) days after Grantee's receipt of said written notice and with no further notice required.

GRANTORS acknowledge and agree that this Grant of Easement does not require or obligate the Grantee to perform such uses granted herein at any frequency or duration or at all. While Grantors or Homeowners Utilities, Inc. may request that Grantee perform such uses, Grantee, in its sole discretion, shall have the right to determine when necessary to perform such uses and the frequency and duration of such uses; provided, however, that the duration of any period of continual use shall not exceed seven (7) consecutive days without written authorization of Grantors. Grantee shall make reasonable efforts to provide advance notice to Grantors of its intent to perform such uses.

GRANTEE shall not remove any fence, tree, shrub, bush, grass, or landscaping on the above described property in performing such uses granted herein. After the removal of any hose or water pumping equipment from the above described property, Grantee shall repair any damage, other than minor damage, to any fence, tree, shrub, bush, grass, or landscaping that occurred during, and as the result of, the installation or removal of said hose or water pumping equipment.

IN WITNESS WHEREOF, Grantors have hereunto set hand and seal the day and year first above written.

Signed and Sealed in Our Presence as Witnesses:

(sign) _____
(print) Robert Peters

(sign) _____
(print) Sandra Sue Simmons

Grantors:

_____
John B. Gillespie

_____
Sandra M. Gerling-Gillespie

STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 23rd day of January, 2018 by John B. Gillespie and Sandra M. Gerling-Gillespie, who are personally known to me or have produced Florida Drivers License as identification.

_____
Notary Public
My Commission expires: _____

SANDRA SUE SIMMONS
Commission # FF 183857
Expires December 16, 2018
Bonded Thru Troy Fain Insurance 800-385-7019

Exhibit A

Legal Description

The Northerly five (5) feet of the following described parcel of land:

Lot 8, Block 2, Porpoise Point, as recorded in Map Book 15, pages 1 through 9, inclusive, of the public records of St. Johns County, Florida.

Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

GRANT OF EASEMENT

THIS EASEMENT executed and given this 20th day of February, 2017, by CHRISTOPHER P. CAPUTO and BARBARA K. CAPUTO, husband and wife, whose address is 4127 SW 96th Street, Gainesville, Florida 32608, hereinafter called the "Grantors", to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter called the "Grantee".

WITNESSETH:

That for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, said Grantors hereby give, grant, dedicate and convey to the Grantee, its successors and assigns forever, a non-exclusive easement with the right, privilege and authority to said Grantee, its successors and assigns, to place, lay, operate and maintain hoses and water pumping equipment and to pump and otherwise convey surface water and stormwater on, along, over, or across, but not below the surface of, the following described land, situate in St. Johns County, Florida, to wit:

> Property as described on attached Exhibit "A," incorporated by reference and made a part hereof.

TOGETHER with the right to said Grantee, its successors and assigns, of ingress and egress, to and over the above described property, and for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted.

GRANTORS acknowledge and agree that this Grant of Easement is perpetual, unless expressly revoked and cancelled at any time by Grantors in writing provided via hand delivery or certified mail, return receipt requested, to Grantee at the address for Grantee above. This Grant of Easement shall be deemed automatically revoked and cancelled seven (7) days after Grantee's receipt of said written notice and with no further notice required.

GRANTORS acknowledge and agree that this Grant of Easement does not require or obligate the Grantee to perform such uses granted herein at any frequency or duration or at all. While Grantors or Homeowners Utilities, Inc. may request that Grantee perform such uses, Grantee, in its sole discretion, shall have the right to determine when necessary to perform such uses and the frequency and duration of such uses; provided, however, that the duration of any period of continual use shall not exceed seven (7) consecutive days without written authorization of Grantors. Grantee shall make reasonable efforts to provide advance notice to Grantors of its intent to perform such uses.

GRANTEE shall not remove any fence, tree, shrub, bush, grass, or landscaping on the above described property in performing such uses granted herein. After the removal of any hose or water pumping equipment from the above described property, Grantee shall repair any damage, other than minor damage, to any fence, tree, shrub, bush, grass, or landscaping that occurred during, and as the result of, the installation or removal of said hose or water pumping equipment.

IN WITNESS WHEREOF, Grantors have hereunto set hand and seal the day and year first above written.

Signed and Sealed in Our Presence as Witnesses:

(sign) _____

(print) _____

(sign) _____

(print) _____

Grantors:

_____
Christopher P. Caputo

_____
Barbara K. Caputo

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 20th day of February, 2018 by Christopher P. Caputo and Barbara K. Caputo, who are personally known to me or have produced FLA DRIVER'S LICENSE as identification.

_____
Notary Public
My Commission expires:_____

SANDRA SUE SIMMONS
Commission # FF 183857
Expires December 16, 2018
Bonded Thru Troy Fain Insurance 800-385-7019

Exhibit A

Legal Description

The Southerly five (5) feet of the following described parcel of land:

Lot 7, Block 2, Porpoise Point, as recorded in Map Book 15, pages 1 through 9, inclusive, of the public records of St. Johns County, Florida.

Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

GRANT OF EASEMENT

THIS EASEMENT executed and given this 22 day of JUN, 2018, by JAMES F. SHERRY, Individually and as Trustee of the James F. Sherry Family Trust, whose address is 2720 Harbor Court, St. Augustine, Florida 32084, hereinafter called the "Grantor", to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter called the "Grantee".

WITNESSETH:

That for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, said Grantor hereby gives, grants, dedicates and conveys to the Grantee, its successors and assigns forever, a non-exclusive easement with the right, privilege and authority to said Grantee, its successors and assigns, to place, lay, operate and maintain hoses and water pumping equipment and to pump and otherwise convey surface water and stormwater on, along, over, or across, but not below the surface of, the following described land, situate in St. Johns County, Florida, to wit:

Property as described on attached Exhibit "A," incorporated by reference and made a part hereof.

TOGETHER with the right to said Grantee, its successors and assigns, of ingress and egress, to and over the above described property, and for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted.

GRANTOR acknowledges and agrees that this Grant of Easement is perpetual, unless expressly revoked and cancelled at any time by Grantor in writing provided via hand delivery or certified mail, return receipt requested, to Grantee at the address for Grantee above. This Grant of Easement shall be deemed automatically revoked and cancelled seven (7) days after Grantee's receipt of said written notice and with no further notice required.

GRANTOR acknowledges and agrees that this Grant of Easement does not require or obligate the Grantee to perform such uses granted herein at any frequency or duration or at all. While Grantor or Homeowners Utilities, Inc. may request that Grantee perform such uses, Grantee, in its sole discretion, shall have the right to determine when necessary to perform such uses and the frequency and duration of such uses; provided, however, that the duration of any period of continual use shall not exceed seven (7) consecutive days without written authorization of Grantor. Grantee shall make reasonable efforts to provide advance notice to Grantor of its intent to perform such uses.

GRANTEE shall not remove any fence, tree, shrub, bush, grass, or landscaping on the above described property in performing such uses granted herein. After the removal of any hose or water pumping equipment from the above described property, Grantee shall repair any damage, other than minor damage, to any fence, tree, shrub, bush, grass, or landscaping that occurred during, and as the result of, the installation or removal of said hose or water pumping equipment.

IN WITNESS WHEREOF, grantor has hereunto set hand and seal the day and year first above written.

Signed and Sealed in Our Presence as Witnesses:

(sign) _____
(print) Robert Weekes

(sign) _____
(print) Sandra Sue Simmons

Grantor:

_____
James F. Sherry, Individually and as Trustee

STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 22 day of January, 2018, by James F. Sherry, who is personally known to me or has produced Florida Drivers License as identification.

_____
Notary Public
My Commission expires: _____

SANDRA SUE SIMMONS
Commission # FF 183857
Expires December 16, 2018
Bonded Thru Troy Fain Insurance 800-385-7019

Exhibit A

Legal Description

The Westerly five (5) feet of the following described parcel of land:

That Part of Lot 6 and Lot 6A, Block 1, Porpoise Point, as recorded in Map Book 15, pages 1 through 9, inclusive, of the public records of St. Johns County, Florida, as described in deed recorded in Official Records Book 3191, page 795, of said public records.

Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

GRANT OF EASEMENT

THIS EASEMENT executed and given this 18 day of January, 2017, by CHARLES A. SNELL, whose address is 2721 Harbor Court, St. Augustine, Florida 32084, hereinafter called the "Grantor", to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter called the "Grantee".

WITNESSETH:

That for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, said Grantor hereby gives, grants, dedicates and conveys to the Grantee, its successors and assigns forever, a non-exclusive easement with the right, privilege and authority to said Grantee, its successors and assigns, to place, lay, operate and maintain hoses and water pumping equipment and to pump and otherwise convey surface water and stormwater on, along, over, or across, but not below the surface of, the following described land, situate in St. Johns County, Florida, to wit:

Property as described on attached Exhibit "A," incorporated by reference and made a part hereof.

TOGETHER with the right to said Grantee, its successors and assigns, of ingress and egress, to and over the above described property, and for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted.

GRANTOR acknowledges and agrees that this Grant of Easement is perpetual, unless expressly revoked and cancelled at any time by Grantor in writing provided via hand delivery or certified mail, return receipt requested, to Grantee at the address for Grantee above. This Grant of Easement shall be deemed automatically revoked and cancelled seven (7) days after Grantee's receipt of said written notice and with no further notice required.

GRANTOR acknowledges and agrees that this Grant of Easement does not require or obligate the Grantee to perform such uses granted herein at any frequency or duration or at all. While Grantor or Homeowners Utilities, Inc. may request that Grantee perform such uses, Grantee, in its sole discretion, shall have the right to determine when necessary to perform such uses and the frequency and duration of such uses; provided, however, that the duration of any period of continual use shall not exceed seven (7) consecutive days without written authorization of Grantor. Grantee shall make reasonable efforts to provide advance notice to Grantor of its intent to perform such uses.

GRANTEE shall not remove any fence, tree, shrub, bush, grass, or landscaping on the above described property in performing such uses granted herein. After the removal of any hose or water pumping equipment from the above described property, Grantee shall repair any damage, other than minor damage, to any fence, tree, shrub, bush, grass, or landscaping that occurred during, and as the result of, the installation or removal of said hose or water pumping equipment.

IN WITNESS WHEREOF, grantor has hereunto set hand and seal the day and year first above written.

Signed and Sealed in Our Presence as Witnesses:

(sign) _____
(print) Jenna Taddeo

(sign) Paula Snell
(print) Paula Snell

Grantor:

_____
Charles A. Snell

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 18 day of January, 2018 by Charles A. Snell, who is personally known to me or has produced _____ as identification.

JUDY A. SMITH
MY COMMISSION # GG29619
EXPIRES. October 22, 2020

_____
Notary Public
My Commission expires: 10/22/2020

Exhibit A

Legal Description

The Easterly five (5) feet of the following described parcel of land:

That Part of Lot 6 and Lot 6A, Block 1, Porpoise Point, as recorded in Map Book 15, pages 1 through 9, inclusive, of the public records of St. Johns County, Florida, as described in deed recorded in Official Records Book 2385, page 822, of said public records.

2016 Aerial Imagery

0 37.5 75 150

Feet

Date: 1/7/2019

Porpoise Point Drainage Easements

Note: All Easements are 5 ft wide

= *Easement*

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 hereon.

ST. JOHNS COUNTY • FLORIDA •

13	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

2/19/2019

BCC MEETING DATE

TO: **Michael D. Wanchick, County Administrator** **DATE:** **January 24, 2019**

FROM: **Gail Oliver, Land Management Systems, Director** **PHONE:** **209-0770**

SUBJECT OR TITLE: **Resolution accepting a Special Warranty Deed from Brisa Residences, LLC., to St. Johns County as required in the Concurrency and Impact Fee Credit Agreement for property located on Lightsey Road.**

AGENDA TYPE: **Consent Agenda, Resolution**

BACKGROUND INFORMATION:

Brisa Residences, LLC., an Alabama limited liability company executed and presented to the County a Special Warranty Deed conveying additional right-of-way along Lightsey Road. This will satisfy a requirement of the Concurrency and Impact Fee Credit Agreement approved on December 18, 2018.

1. IS FUNDING REQUIRED? No **2. IF YES, INDICATE IF BUDGETED.** No

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE:

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to Adopt Resolution 2019-____accepting a Special Warranty Deed from Brisa Residences, LLC., to St. Johns County as required in the Concurrency and Impact Fee Credit Agreement for property located on Lightsey Road.

For Administration Use Only:
Legal: PS 1/28/2019 **OMB: N/A** **Admin: DML 2/11/2019**

RESOLUTION NO. 2019-_____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A SPECIAL WARRANTY DEED FROM BRISA RESIDENCES, LLC., TO ST. JOHNS COUNTY AS REQUIRED IN THE CONCURRENCY AND IMPACT FEE CREDIT AGREEMENT FOR PROPERTY LOCATED ON LIGHTSEY ROAD.

RECITALS

WHEREAS, Brisa Residences, LLC., an Alabama limited liability company has executed and presented to St. Johns County a Special Warranty Deed, attached hereto as Exhibit "A," incorporated by reference and made a part hereof, conveying additional right-of-way along Lightsey Road; and

WHEREAS, this deed will satisfy a requirement of the Concurrency and Impact Fee Credit Agreement approved by the Board of County Commissioners on December 18, 2018 and recorded in Official Records Book 4656, page 1071; and

WHEREAS, it is in the best interest of the County to accept the Special Warranty Deed for the health, safety and welfare of its citizens.

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 findings of fact.

Section 2. The Board of County Commissioners hereby accepts the Special Warranty Deed to satisfy the Concurrency and the Impact Fee Credit Agreement.

Section 3. To the extent that there are typographical 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.

Section 4. The Clerk is instructed to record the Special Warranty Deed in the Clerk's Office.

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

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____
Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk

By: _____
Deputy Clerk

EXHIBIT "A" TO RESOLUTION

Prepared By/Record and Return To:
Ellen Avery Smith, Esquire
Rogers Towers, P.A.
100 Whetstone Place, Suite 200
St. Augustine, FL 32086

SPECIAL WARRANTY DEED

THIS INDENTURE is made this 24th day of January, 2019, between **Brisa Residences, LLC,** an Alabama limited liability company, whose address is 500 Office Park Drive, Suite 215, Birmingham, Alabama 35223 ("Grantor"), and **St. Johns County, Florida**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 ("Grantee").

W I T N E S S E T H:

That the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), to him in hand paid by the said Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold to the said Grantee,legal representatives, successors and assigns forever, the following described land (the "Land"), situate, lying and being in the County of St. Johns, State of Florida:

See **Exhibit "A"** attached hereto and by this reference made a part hereof.

Property Appraiser's Parcel ID Number: 101550-0000

together with all tenements, hereditaments and appurtenances of Grantor belonging or in any wise appertaining to the Land (collectively, the "Property"), subject to real estate taxes for the current year and subsequent years; and easements, covenants, conditions, restrictions and reservations of record, reference to which shall not operate to reimpose same.

To have and to hold the Property in fee simple forever.

Except as set forth herein, Grantor hereby warrants the title to said Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

Grantor represents that Grantor does not now reside and has never resided on the Property and has never filed for homestead exemption with respect thereto.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed in his/hers/its name, the day and year first above written.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed in his/hers/its name, the day and year first above written.

Signed, sealed and delivered
in the presence of:

Emily R. Kirkpatrick
Print Name: Emily R. Kirkpatrick

Stacia B. Daniel
Print Name: Stacia B. Daniel

Brisa Residences, LLC, an Alabama limited liability company

By: Crest Brisa, LLC, an Alabama limited liability company, its Manager

By: Matthew E. Berak
Name: Matthew E. Berak
Title: Manager

(CORPORATE SEAL)

STATE OF ALABAMA

COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 24th day of January 2019, by Matthew E. Berak, as Manager of Crest Brisa, LLC, an Alabama limited liability company, in its capacity as Manager of Brisa Residences, LLC, an Alabama limited liability company, on behalf of said limited liability companies. He/she *(check one)* ☑ is personally known to me, or ☐ has produced a valid driver's license as identification.

JUSTIN D. FINGAR
MY COMMISSION EXPIRES
October 1, 2019
NOTARY PUBLIC
STATE OF ALABAMA

Justin D. Fingar
Print Name: Justin D. Fingar
Notary Public, State and County Aforesaid
My Commission Expires: 10/1/19
Commission Number:

EXHIBIT "A"

MAP SHOWING A SKETCH AND LEGAL DESCRIPTION OF:
A PROPOSED RIGHT-OF-WAY RESERVATION

BEING A PART OF GOVERNMENT LOT 1, SECTION 35, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING FURTHER BY THE LEGAL DESCRIPTION ATTACHED HEREON.

CERTIFIED AS BEING CORRECT TO:
CREST RESIDENTIAL, LLC

LEGAL DESCRIPTION

PROPOSED RIGHT-OF WAY-RESERVATION

ALL THAT CERTAIN TRACT OR STRIP OF LAND, BEING 10.00 FEET WIDE, AND LYING ADJACENT TO THE SOUTHERLY RIGHT-OF-WAY LINE OF LIGHTSEY ROAD (A VARIABLE WIDTH RIGHT-OF-WAY), BEING A PART OF GOVERNMENT LOT 1, SECTION 35, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 35; THENCE, PROCEED SOUTH 00°27'18" WEST ALONG THE SAID EAST LINE OF SAID SECTION 35, A DISTANCE OF 587.81 FEET TO A POINT, BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LIGHTSEY ROAD (A 60 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED IN THIS AREA); THENCE, DEPARTING SAID SECTION LINE, CONTINUE SOUTH 74°11'47" WEST, ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF LIGHTSEY ROAD, A DISTANCE OF 358.74 FEET, TO THE POINT OF BEGINNING OF THE RESERVATION PARCEL; THENCE, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, CONTINUE SOUTH 00°30'08" EAST, ALONG THE EASTERLY LINE OF THE RESIDENTIAL PARCEL (OF WHICH THIS IS A PART) AS SHOWN IN OFFICIAL RECORDS BOOK 3332, PAGE 699, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, A DISTANCE OF 10.37 FEET; THENCE, DEPARTING THE SAID EASTERLY LINE, CONTINUE SOUTH 74°11'47" WEST, PARALLEL TO THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF LIGHTSEY ROAD, A DISTANCE OF 444.82 FEET TO AN ANGLE POINT IN SAID LINE; THENCE SOUTH 74°54'21" WEST, PARALLEL TO, AND TEN FEET SOUTHERLY OF THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF LIGHTSEY ROAD, A DISTANCE OF 513.11 FEET, TO AN INTERSECTION WITH THE WESTERLY LINE OF THE AFOREMENTIONED RESIDENTIAL PARCEL; THENCE CONTINUE NORTH 00°00'01" EAST, ALONG THE WESTERLY LINE OF THE SAID RESIDENTIAL PARCEL, A DISTANCE OF 10.36 FEET, TO AN INTERSECTION WITH THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF LIGHTSEY ROAD; THENCE CONTINUE NORTH 74°54'21" EAST, ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF LIGHTSEY ROAD, A DISTANCE OF 510.35 FEET TO AN ANGLE POINT ON SAID RIGHT-OF-WAY LINE; THENCE NORTH 74°11'47" EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 447.49 FEET, TO THE POINT OF BEGINNING

SUBJECT PARCEL THUS DESCRIBED CONTAINS AN AREA OF 9578.87 SQUARE FEET, MORE OR LESS.

SURVEYOR'S REPORT & NOTES:

1. *THIS IS NOT A BOUNDARY SURVEY.*
2. *ALL BOUNDARY INFORMATION PERTAINS TO A LEGAL DESCRIPTION OF THE PARENT TRACT DESCRIBED IN OFFICIAL RECORDS BOOK 3332, PAGE 699, OF THE ST. JOHNS COUNTY, FLORIDA, PUBLIC RECORDS.*

SHEET 1 OF 2

ATLANTIC ~ GULF SURVEYING CO.
LAND & ENGINEERING SURVEYS
LICENSED BUSINESS NUMBER (LB) 6236
5738 TIMUQUANA ROAD
JACKSONVILLE, FLORIDA 32210
904-771-8412

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

10/28/2018

BRIAN R. MARIE, P.S.M., FL. REG. # 4852

LEGEND

- SET IRON PIN OR PIPE
- FOUND IRON PIN OR PIPE
- SET CONCRETE MONUMENT
- FOUND CONCRETE MONUMENT
- TRAVERSE OR CONTROL POINT
- FENCE AS NOTED

JOB NO. 5278B	DATE 10/28/18
DATE OF SURVEY N/A	DRAWN BRM
FIELD BOOK N/A	SCALE N/A

ABBREVIATIONS:

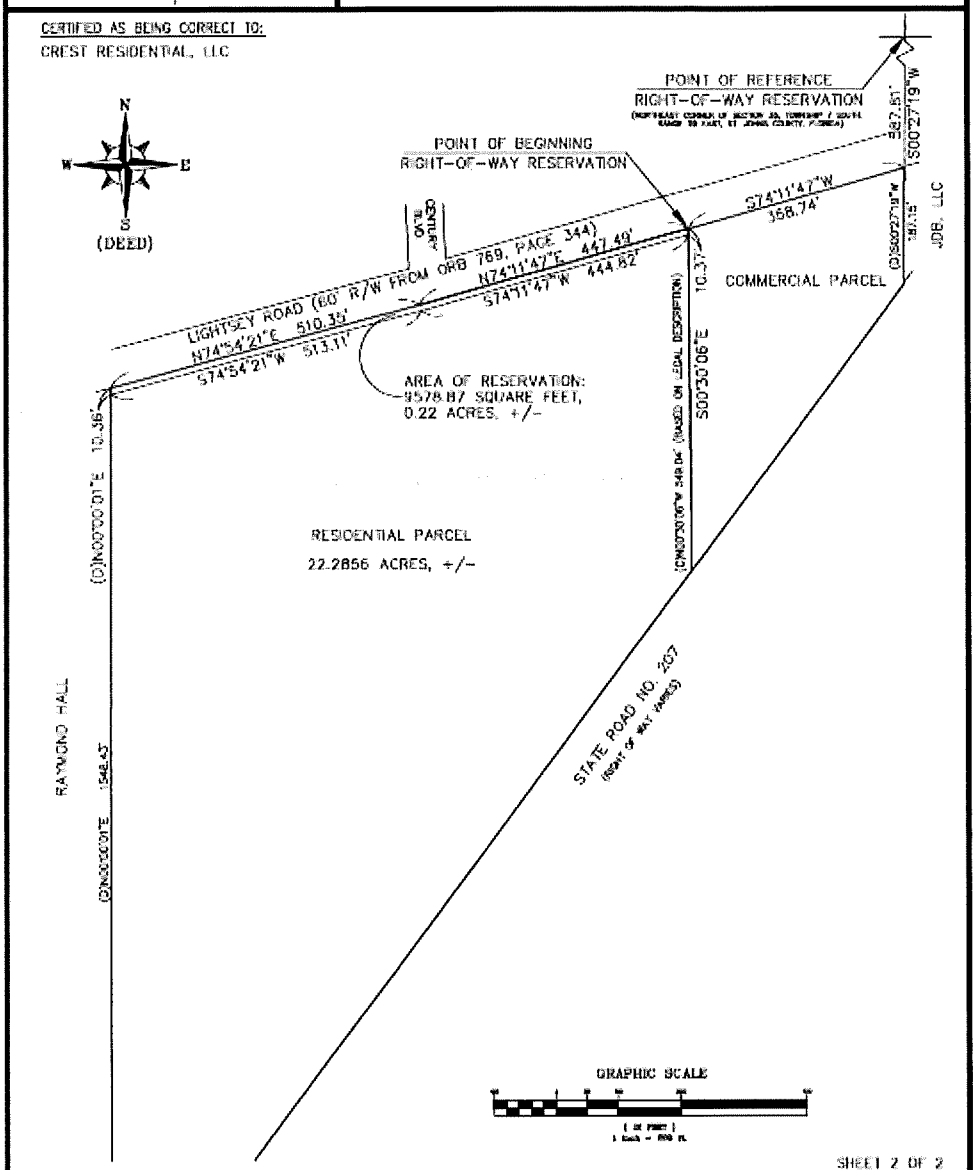
N — NORTH
S — SOUTH
E — EAST
W — WEST
PLT — PLAT
FND — FOUND
CALC — CALCULATED
COJ — CITY OF JACKSONVILLE
I.P./I.P. — IRON PIPE/IRON PIN
R/W — RIGHT OF WAY
CH — CHORD
C.L. — CHAIN LINK
L.B. — LICENSED BUSINESS
P.T. — POINT OF TANGENCY
P.C. — POINT OF CURVATURE
P.R.C. — POINT OF REVERSE CURVATURE
A/C — AIR CONDITIONER
CONC — CONCRETE

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID

MAP SHOWING A SKETCH AND LEGAL DESCRIPTION OF: A PROPOSED RIGHT-OF-WAY RESERVATION

BEING A PART OF GOVERNMENT LOT 1, SECTION 35, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING FURTHER BY THE LEGAL DESCRIPTION ATTACHED HEREON.

CERTIFIED AS BEING CORRECT TO:
CREST RESIDENTIAL, LLC



SHEET 2 OF 2

ATLANTIC ~ GULF SURVEYING CO.
LAND & ENGINEERING SURVEYS
LICENSED BUSINESS NUMBER (L.B.) 6226
5736 TIMUQUANA ROAD
JACKSONVILLE, FLORIDA 32210
904-771-6412

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

10/28/2018

BRIAN R. MARIE, P.S.M., FL. REG. # 4852

LEGEND
- SET IRON PIN OR PIPE
- FOUND IRON PIN OR PIPE
- SET CONCRETE MONUMENT
- FOUND CONCRETE MONUMENT
- TRAVERSE OR CONTROL POINT
- FENCE AS NOTED

JOB NO.	52708	DATE	10/28/18
DATE OF SURVEY	N/A	DRAFTER	BRM
FIELD BOOK	N/A	SCALE	1" = 200'

ABBREVIATIONS:
- N — NORTH
- S — SOUTH
- E — EAST
- W — WEST
- (P) — PLAT
- (F) — FOUND
- (C) — CALCULATED
- COJ — CITY OF JACKSONVILLE
- IP — IRON PIPE
- R/W — RIGHT OF WAY
- CH — CHORD
- C.L. — CHAIN LINK
- LB — LICENSED BUSINESS
- P.T. — POINT OF TANGENCY
- P.C. — POINT OF CURVATURE
- P.R.C. — POINT OF REVERSE CURVATURE
- A/C — AIR CONDITIONER
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UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID

2016 Aerial Imagery

0 100 200

Feet

January 25, 2019

Lightsey Road Apartments

Additional Right-of-Way

Land Mmgt. Systems
Real Estate Division
209-0796

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 hereon.

ST. JOHNS COUNTY FLORIDA

14	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

2/19/2019

BCC MEETING DATE

TO: **Michael D. Wanchick, County Administrator** **DATE:** **November 9, 2018**

FROM: **Neal Shinkre, PE, Public Works Director** **PHONE:** **904 209-0266**

SUBJECT OR TITLE: **Treasure Beach Dredging Amendment**

AGENDA TYPE: **Consent Agenda, Contract, Transfer**

BACKGROUND INFORMATION:

In September 2017, St. Johns County received approval from FEMA to dredge debris deposited as a result of Hurricane Mathew. The Treasure Beach Dredging project was budgeted for $1,840,000 in FY 2018 and a contract was awarded to Gator Dredging Inc. in February 2018 for a contract amount of $947,000. The disposal of the dredge material was permitted at County owned and maintained borrow area (Simms Pit). On August 2nd 2018, due to a different interpretation by the FDEP related to the chemical composition of the dredged material (as it relates to the permitted disposal), Gator Dredging Inc. had to halt their construction operations. Staff has been working with FDEP in identifying alternative methods of disposal and working with Gator Dredging Inc. to cost these alternatives. FEMA guidelines have been followed in order to have the project costs reimbursed at 75% from FEMA, and 12.5% from the State of Florida with the remainder 12.5% funded by the County. Two alternatives have been proposed; (1) Disposal at Tillman Ridge Class 1 landfill (in St. Johns County) and (2) Disposal at Trail Ridge Class 1 Landfill (in Jacksonville). Both alternatives will require a change order to include extension of time and increased contractual amount. Estimated increase in contractual amount for alternatives 1 and 2 are approximately $2.55 million and $3.41 million respectively. Alternative 1 is less expensive, however, will require certain reductions in material moisture content prior to disposal making this option feasible but less reliable. Alternative 2 is a much more predictable option as the disposal is to a Class 1 landfill that does not require a permit. Staff recommends executing a change order with Gator Dredging Inc. for Alternative 2 with the option of utilizing Alternative 1 if it is determined that all conditions are met that would allow Staff to move forward with Alternative 1 through a deductive change order to the Contractor. The total project cost including change orders, delay costs and increased administrative fees is estimated at $4.8 million. The County's portion of the project, based on total reimbursement as described above, is estimated to be up to $792,500.

1. IS FUNDING REQUIRED? Yes **2. IF YES, INDICATE IF BUDGETED.** No

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE: Recognition and Appropriation of FEMA grant reimbursement of $2,055,000 and State Grant reimbursement of $342,500 within the General Fund. Matching funds, in the amount of $562,500 from General Fund Reserves

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to approve Resolution 2019 -_____, (1) authorizing the County Administrator, or designee, to issue and execute a change order to Waterfront Property Services, LLC dba Gator Dredging, under Bid No: 18-29; Treasure Beach Canal System Dredging, in an amount not-to-exceed $3,411,200, for the additional services associated with the necessary changes to the scope of work that will allow for the completion of the project; and (2) authorizing the County Administrator, or designee, to

execute and issue a deductive change order to Waterfront Property Services, LLC dba Gator Dredging, under Bid No: 18-29; Treasure Beach Canal System Dredging, in the event that Staff determines a more cost effective solution in using the alternative disposal site at Tillman Ridge Landfill, provided all conditions associated with utilizing the site have been met and approved by FDEP, OCA, and FEMA; and (3) amending the FY 2019 Disaster Recovery revenue and expenditure budget to receive Federal Grant Funding in an amount up to $2,055,000, State Grant Funding in an amount up to $342,500, and approve the transfer of up to $562,500 from General Fund Reserves to complete this project.

For Administration Use Only:
Legal: PFM 2/8/2019 **OMB: WS 2/11/2019** **Admin: DML 2/11/2019**

RESOLUTION NO. 2019-_____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR TO ISSUE AND EXECUTE A CHANGE ORDER TO WATERFRONT PROPERTY SERVICE, LLC, UNDER BID NO. 18-29 FOR ADDITIONAL SERVICES ASSOCIATED WITH CHANGES TO THE SCOPE OF WORK; AND AMENDING THE FISCAL YEAR 2019 GENERAL FUND FUND BUDGET TO RECEIVE UNANTICIPATED GRANT REVENUE AND AUTHORIZE ITS EXPENDITURE BY THE DISASTER RECOVERY DEPARTMENT.

WHEREAS, in September 2017, St. Johns County received approval from FEMA to dredge debris deposited in the Treasure Beach canal system as a result of Hurricane Matthew; and

WHEREAS, in February 2018, a contract was awarded to Waterfront Properties, LLC, dba Gator Dredging, under Bid No. 18-29 for the dredging of the Treasure Beach canal system; and

WHEREAS, the contract provided for the disposal of the dredge material at Simms Pit, a County-owned and maintained borrow area; and

WHEREAS, upon reviewing the analysis of the chemical composition of the dredge material, the Florida Department of Environmental Protection (FDEP) determined that Simms Pit was not an eligible location for the disposal of the dredge material; and

WHEREAS, as a result of the FDEP determination, on August 2, 2018, it became necessary for Gator Dredging to halt operations pending the identification of an alternative method for disposal of the dredge material; and

WHEREAS, two alternatives have been proposed for the disposal of the dredge material, both of which require a change order to account for an extension of contract time and an increase in the contract amount: (1) Disposal of the dredge material at Tillman Ridge Landfill, or (2) Disposal of the dredge material at Trail Ridge Landfill; and

WHEREAS, disposal of the dredge material at Tillman Ridge Landfill is estimated to increase the contract amount by $2.55 million but is contingent upon achieving certain reductions in the moisture content of the dredge material prior to disposal; and

WHEREAS, disposal of the dredge material at Trail Ridge Landfill is estimated to increase the contract amount by $3.41 million but is a more predictable alternative than disposal at Tillman Ridge Landfill due to the fact that a permit from FDEP would not be required in order to exercise this alternative; and

WHEREAS, due to the fact that disposal of the dredge material at Trail Ridge Landfill is a more predictable alternative, County staff recommends executing a change order utilizing this

option with an alternative of disposal of the dredge material at Tillman Ridge Landfill should the necessary conditions be met; and

WHEREAS, in Fiscal Year 2019 the Disaster Recovery department budgeted for Treasure Beach Canal Dredging project as approved by the Board of County Commissioners in the Fiscal Year 2019 Budget; and

WHEREAS, the County, when preparing its budget for Fiscal Year 2019 did not anticipate receiving additional Grant Revenue from FEMA due to a change in scope as FDEP requires; and

WHEREAS, it is estimated that the County will receive up to $2,055,000 from a Department of Homeland Security FEMA grant and $342,500 from a State of Florida Division of Emergency Management for Treasure Beach Canal Dredging Project scope change; and

WHEREAS, it is estimated that a County match of $562,500 from General Fund Reserves is required for the Treasure Beach Canal Dredging Project scope change; and

WHEREAS, the County must recognize and appropriate $2,055,000 from a FEMA grant and $342,500 from a State of Florida Division of Emergency Management grant within the Fiscal Year 2019 General Fund Disaster Recovery department.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida:

1. The above recitals are hereby adopted as legislative findings of fact and incorporated herein.

2. The Board of County Commissioners authorizes the County Administrator, or his designee, to issue and execute a change order to Waterfront Property Services, LLC, dba Gator Dredging, under Bid No. 18-29 in an amount not to exceed three million four hundred eleven thousand two hundred dollars ($3,411,200) for the additional services associated with disposal of the dredge material at Trail Ridge Landfill, subject to a finding of legal sufficiency by the Office of the County Attorney.

3. In the event County staff determines that the disposal of the dredge material at Tillman Ridge Landfill is a viable alternative, the Board of County Commissioners authorizes the County Administrator, or his designee, to execute and issue a deductive change order to Waterfront Property Services, LLC, dba Gator Dredging, subject to a finding of legal sufficiency by the Office of the County Attorney and all conditions associated with utilizing the site having been met and approved by FDEP and FEMA.

4. The Board of County Commissioners recognizes and appropriates a Department

of Homeland Security FEMA grant for up to $2,055,000 and a State of Florida Division of Emergency Management grant for up to $342,500 related to the Treasure Beach Canal Dredging Project scope change.

5. The Board of County Commissioners approves the use of $562,500 from General Fund Reserves as the required County match for this project.

6. To the extent there are typographical errors that do not substantively change the tone, tenor, or concept of this resolution, 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 19th day of February 2019.

ST. JOHNS COUNTY, FLORIDA

_____
Paul Waldron, Chair

ATTEST:

_____
Hunter S. Conrad, Clerk

STANDARD AGREEMENT
BETWEEN
OWNER AND CONTRACTOR
(1992 EDITION, REVISED 12/18/13)

This Contract Agreement ("Agreement") is made as of March 18, 2017 by and between **St. Johns County, FL** ("Owner" or "County"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084, and **Waterfront Property Services LLC dba Gator Dredging** ("Contractor"), with offices located at: 13630 50th Way North, Clearwater, FL 33760, Phone: (727)527-1300, and E-mail: bill@gatordredging.com, under seal for Construction of **Bid No: 18-29; Treasure Beach Canal System Dredging**, hereinafter referred to as the "Project".

The Owner and the Contractor hereby agree as follows:

ARTICLE I
THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract

1.1.1 The Contract between the Owner and the Contractor, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2 The Contract Documents

1.2.1 The Contract Documents consist of this Agreement, the Bid Documents and Bid Forms, Specifications, the FEMA Public Assistant Program Required Contract Clauses, provided herein as Exhibit "A", all Change Orders and Field Orders issued hereafter and executed by the parties and the Engineers, any other amendments hereto executed by the parties hereafter, together with the following: Bid Documents, Addendum 1 & 2, Bonds and Insurance.

Documents not enumerated in this Paragraph 1.2.1 are not Contract Documents and do not form part of this Agreement.

1.3 Entire Agreement

1.3.1 The Contract, together with the Contractor's Public Construction Bond for the Project, constitutes the entire and exclusive agreement between the Owner and the Contractor with reference to this Project. Specifically, but without limitation, this Agreement supersedes any Bid Documents not listed among the Contract Documents described above and all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor.

1.4 No Privity with Others

1.4.1 Nothing contained in this Agreement shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Contractor.

1.5 Intent and Interpretation

1.5.1 The intent of this Agreement is to require complete, correct and timely execution of the Work. Any work that may be required implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 The Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in this Agreement, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.5.4 The words "include," "includes" or "including," as used in this Agreement, shall be deemed to be followed by the phrase "without limitation."

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a

material breach of this Agreement shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence, or condition shall be deemed not to constitute a material breach of this Agreement.

1.5.6 Words or terms used as nouns in this Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.5.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings and the Product Data and shall give written notice to the Engineer and the Owner of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the Owner or the Engineer of the Contract Documents, Shop Drawings, or Product Data shall not relieve any such approval by evidence of the Contractor's compliance with the Contract. The Owner has requested the Engineer to only prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated, and sufficient for construction. HOWEVER, THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and shall not rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made.

1.5.8 As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern; as between larger scale and smaller scale drawings, the larger scale shall govern.

1.5.9 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or Scope of Work to be performed by Subcontractors.

1.6 Ownership of Contract Documents

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without Owner's prior written authorization.

ARTICLE II
THE WORK

2.1 Scope of Work

The Contractor shall perform all of the Work required, implied, or reasonably inferable from, this Agreement.

2.1.1 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Agreement, including the following: construction of the whole or a designated part of the Project in the manner set forth in the Contract Documents; furnishing of any required Surety Bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Agreement. The Work to be performed by the Contractor is generally described as follows:

The project includes the provision of all labor, materials, tools, equipment, permitting and temporary utilities necessary to dredge the Treasure Beach Canal System and disposal of the dredged material.

All work shall be performed in accordance with the plans and specifications under Bid No: 18-29.

ARTICLE III
CONTRACT TIME

3.1 Time and Liquidated Damages

3.1.1 The Contractor shall commence the Work within **ten (10)** days upon receipt of the Notice to Proceed and shall Substantially Complete all Work within **Two Hundred Ten (210)** consecutive calendar days. Final Completion shall be reached by or before **Thirty (30)** consecutive calendar days after Substantial Completion.

The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Final Completion, shall constitute the "Contract Time."

3.1.2 The Contractor shall pay the Owner the sum of **$1,584.00** per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sum's due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Agreement. When the Owner reasonably believes that Substantial Completion shall be inexcusably delayed the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.2 Substantial Completion

3.2.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Agreement that the Owner can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

3.3 Time is of the Essence

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Agreement.

ARTICLE IV
CONTRACT PRICE

4.1 The Contract Price

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all the Work required herein a Lump Sum price of **Nine Hundred Forty Seven Thousand Dollars and Zero Cents ($947,000.00)**, which is the total base bid price of one million two hundred thousand dollars zero cents ($1,200,000.00) minus two hundred fifty three thousand dollars ($253,000.00) for Alternate #1 – the use of St. Johns County Simms Pitt for disposal site of dredged materials.

The sum set forth in the Paragraph 4.1 shall constitute the Contract Price, which shall not be modified except by Change Order as provided in this Agreement.

ARTICLE V
PAYMENT OF THE CONTRACT PRICE

5.1 Schedule of Values

5.1.1 Within ten (10) calendar days of the effective date hereof, the Contractor shall submit to the Owner and to the Project Director a Schedule of Values allocating the Contract Price to the various portions of the Work. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Project Director or the Owner may require to substantiate its accuracy. The Contractor shall not imbalance it's Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Agreement. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been agreed upon in writing by the Project Director and the Owner. The Owner may terminate this Agreement without liability of any kind if the Schedule of Values is not agreed upon within fifteen (15) calendar days of the effective date hereof.

5.2 Payment Procedure

5.2.1 The Owner shall pay the Contract Price to the Contractor as provided below.

5.2.2 Progress Payments - On or before the fifteen (15) day of each month after commencement of the Work, the Contractor shall submit an Application for Payment for the period ending the thirtieth (30th) day of the previous month to the Project Director in such form and manner, and with such supporting data and content, as the Project Director may require. Therein, the Contractor may request payment based upon the amount of work done or completed. All partial estimates and payments shall be subject to correction when submitted. Based upon the Contractor's Applications for Payment submitted to the Project Director and upon Certificates for Payment subsequently issued to the Owner by the

Project Director, payments will be made in accordance with the Local Government Prompt Payment Act.

5.2.3 The amount of such payments shall be the total value of the Work done to the date of the estimate, based upon the quantities and the Contract unit and/or lump sum prices, less an amount retained and less payments previously made. The amount retained shall be determined in accordance with Section 255.078 of the Florida Statutes:

(a) Owner may withhold from each progress payment made to the Contractor an amount not to exceed ten (10) percent of the payment as retainage until fifty (50) percent completion of the Work.

(b) After fifty (50) percent completion of the Work is purchased pursuant to this Agreement, Owner will reduce to five (5) percent the amount of retainage withheld from each subsequent progress payment made to the Contractor. The term "fifty (50) percent completion" as used in this provision means the point at which Owner has expensed fifty (50) percent of the total cost of the Work purchased as provided herein, together with all costs associated with existing change orders and other additions or modifications to the Work described herein.

(c) After fifty (50) percent completion of the Work is purchased pursuant to this Agreement, the Contractor may present to the Owner a payment request for up one-half of the retainage held by the Owner. The Owner shall make prompt payment to the Contractor, unless in accordance with Section 255.078(6) of the Florida Statutes, such funds are the subject of a good faith dispute, claim or demand by the Owner or the Contractor.

5.2.4 Each Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested that the Work has been properly installed or performed in full accordance with this Agreement, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Project Director and Engineer shall review the Application for Payment and may also review the Work at the project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Agreement. The Project Director shall determine and certify to the Owner the amount properly owing to the Contractor. The Owner shall make partial payments on accounts of the Contract Price within thirty (30) days following the Project Director's receipt of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Project Director less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Agreement. The Project Director's certification of the Contractor's Application for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in Paragraph 5.3 herein below.

5.2.5 The Contractor warrants that title to all Work covered by an Application shall pass to the Owner no later than time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.6 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

5.2.7 No progress payment, nor any use or occupancy of the Project by the Owner, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Agreement.

5.3 Withheld Payment

5.3.1 Owner may decline to make payment, may withhold funds and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the Owner from loss because of:

a) Defective Work not remedied by the Contractor and, in the opinion of the Owner, not likely to be remedied by the Contractor;
b) claims of third parties against the Owner or the Owner's property;
c) Failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
d) Evidence that the balance of the Work cannot be completed in accordance with the Contract for unpaid balance of

the Contract Price;

e) Evidence that the Work shall not be completed in the time required for Substantial or Final Completion;
f) Persistent failure to carry out the Work in accordance with the Contract;
g) Damage to the Owner or a third party to whom the Owner is, or may be, liable.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand.

5.4 Unexcused Failure to Pay

5.4.1 If within ten (10) days after the date established herein for payment to the Contractor by the Owner, the Owner, without cause or basis hereunder, fails to pay the Contractor any amount due and payable to the Contractor, then the Contractor may after seven (7) additional days, written notice to the Owner and the Project Director, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the Owner have been received. Any payment not made within ten (10) days after the date due shall bear interest at the rate of 12 percent (12%) per annum.

5.5 Substantial Completion

5.5.1 When the Contractor believes the Work is Substantially Complete, the Contractor shall submit to the Project Director a list of items to be completed or corrected. When the Project Director on the basis of an inspection determines that the Work is in fact Substantially Complete, he shall prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees required by the Contract shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

Until Final Completion and acceptance of the Work by the Owner, the Owner shall pay the Contractor an amount equal to ninety percent (90%) of the Contract price. Ten Percent (10%) of the Contract Price shall be retained until Final Completion, acceptance of the Work by the Owner and Final Payment to the Contractor.

5.6 Final Completion and Final Payment

5.6.1 When all the Work is finally complete and the Contractor is ready for a Final Inspection, it shall notify the Owner and the Project Director thereof in writing. Thereupon, the Project Director shall make Final Inspection of the Work and, if the Work is complete in full accordance with this Agreement and this Agreement has been fully performed, the Project Director shall promptly issue a Final Certificate for Payment and if required to repeat its Final Inspection of the Work, the Contractor shall bear the cost of such repetition of the Work, the Contractor shall bear the cost of such repeat Final Inspection(s) which cost may be deducted by the Owner and all other Authorities having jurisdiction under Florida Laws or regulations.

5.6.1.1 If the Contractor fails to achieve Final Completion within the time fixed therefore by the Engineer in its Certificate of Substantial Completion, the Contractor shall pay the Owner liquidated damages at the sum shown in Paragraph 3.1.2. per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the Work. Any sum's due and payable hereunder by the Contractor shall be payable, not as penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing the Contract. When the Owner reasonably believes that Final Completion shall be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Final Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.6.2 The Contractor shall not be entitled to Final Payment unless and until it submits to the Project Director its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of claims and lien from all Subcontractors of the Contractor and of any and all other parties required by the Project Director or the Owner; consent of Surety, if any, to Final Payment. If any third party fails or refuses to provide a release of claim or waiver

of a lien as required by Owner the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

5.6.3 The Owner shall make Final Payment of all sums, due the Contractor within thirty (30) days of the Project Director's execution of a Final Certificate for Payment.

5.6.4. Acceptance of Final Payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of Final Payment, and identified in writing by the Contractor as unsettled at the time of its request for Final Payment.

ARTICLE VI
THE OWNER

6.1 Information, Services and Things Required from Owner

6.1.1 The Owner shall furnish to the Contractor, at the time of executing this Agreement, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly, or at all, and shall have no liability therefore. The Owner shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site. Copies may be provided instead of originals.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the Owner shall obtain all approvals, easements, and the like required for construction.

6.1.3 The Owner shall furnish the Contractor, free of charge, 5 copies of the Contract Documents for execution of the Work. The Contractor shall be charged, and shall pay the Owner $25.00 per additional set of Contract Documents which it may require.

6.2 Right to Stop Work

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Agreement, the Owner may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

6.3 Owner's Right to Perform Work

6.3.1 If the Contractor's Work is stopped by the Owner under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage shall be eliminated or corrected, the Owner may, without prejudice to any other rights or remedies the Owner may have against the Contractor, proceed to carry out the subject Work.

In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, and compensation for the Owner's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, the Contractor shall pay the difference to the Owner.

ARTICLE VII
THE CONTRACTOR

7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work where Contractor knows or should know such work involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Project Director and the Owner, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 The Contractor shall perform the Work strictly in accordance with this Agreement.

7.3 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and attention. The

Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees and other engaged in the Work on behalf of the Contractor.

7.4. Warranty

7.4.1 The Contractor warrants to the Owner that all labor furnished to progress the Work under this Agreement shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that materials and equipment furnished shall be of good quality, free from faults and defects and in strict conformance with this Agreement. This warranty shall survive termination of this Agreement and shall not be affected by Final Payment hereunder. All Work not conforming to these requirements may be considered defective.

7.5 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

7.6 Supervision

7.6.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner or Assignees.

7.6.2 Key supervisory personnel assigned by the Contractor to this Project are as follows:

Name	**Function**
_____	_____
_____	_____
_____	_____

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals have been listed above.

7.7 The Contractor, prior to commencing the Work, shall submit to the Project Director for his information, the Contractor's schedule for completing the Work. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each sum revision shall be furnished to the Project Director. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a material breach of this Agreement.

7.8 The Contractor shall continuously maintain at the site, for the benefit of the Project Director, one record copy of this Agreement marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the site for the Project Director the approved Product Data, Samples and other similar required submittals. Upon Final Completion of the Work, all of these record documents shall be delivered to the Owner.

7.9 Product Data and Samples

7.9.1 Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with the information received from the Contract Documents. All Product Data, Samples and other submittals shall belong to the Owner and shall be delivered, or returned to Owner, as applicable, prior to Submittals shall belong to Owner and shall be delivered, or returned to Owner, as applicable, prior to Substantial Completion.

7.10 Cleaning the Site and the Project

7.10.1 The Contractor shall keep the site reasonably clean during performance of the Work. Upon Final Completion of the Work, the Contractor shall clean the site and the Project and remove all waste, together with all of the Contractor's property therefrom.

7.11 Access to Work

7.11.1 The Owner and the Project Director shall have access to the Work at all times from commencement of the Work through Final Completion. The Contractor shall take whatever steps necessary to provide access when requested.

7.12 Indemnity

7.12.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, employees and officials from, and against, any, and all, administrative/legal/equitable liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the work, noted in either the Scope of Work, or the Contract Documents, that are referenced and considered a part of this Agreement. It is specifically noted that such liability, claims, damages, loss or expense includes any of those referenced instances attributable to bodily injury, sickness, disease, or death, or to injury to, or destruction of, personal and/or real property, including the loss of use resulting therefrom or incident to, connected with, associated with or growing out of direct and/or indirect negligent or intentional acts or omissions by the Contractor, a Subcontractor, or anyone directly, or indirectly employed by them, or anyone for whose acts the Contractor or Subcontractor may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

7.12.2 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

7.13 Safety

7.13.1 The Contractor shall be responsible for supervising all safety precautions, including initiating and maintaining such programs in connection with the performance of the Contract and for adequate maintenance of traffic.

7.13.2 The Contractor shall designate a member of the on-site construction team whose duty shall be the prevention of accidents. Unless notified otherwise in writing by the Contractor to the Owner and the Engineer, this person shall be the Contractor's Superintendent.

ARTICLE VIII
CONTRACT ADMINISTRATION

8.1 Project Director

8.1.1 The Project Director, unless otherwise directed by the Owner shall perform those duties and discharge those responsibilities allocated to the Project Director as set forth in this Agreement. The Project Director shall be the Owner's representative from the effective date of this Agreement until Final Payment has been made. The Project Director shall be authorized to act on behalf of the Owner only to the extent provided in this Agreement.

8.1.2 The Owner and the Contractor shall communicate with each other in the first instance through the Project Director.

8.1.3 The Project Director shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance there under by the Contractor. The Project Director shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

8.1.4 The Project Director shall review the Contractor's Applications for Payment and shall certify to the Owner for payment to the Contractor, those amounts then due to the Contractor as provided in this Agreement.

8.1.5 The Project Director shall have authority to reject Work, which is defective or does not conform to the requirements of this Agreement. If the Project Director deems it necessary or advisable, the Project Director shall authority to require additional inspection or testing of the Work for compliance with Contract requirements at Contractor's expense.

8.1.6 The Project Director shall review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

8.1.7 The Project Director shall prepare Change Orders and may authorize minor changes in the Work by field order as provided elsewhere herein.

8.1.8 The Project Director shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, shall receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by this Agreement and shall issue a Final Certificate for Payment upon compliance with the requirements of this Agreement.

8.1.9 The Project Director's decision in matters relating to aesthetic effect shall be final if consistent with the intent of this Agreement.

8.2 Claims by the Contractor

8.2.1 All Contractor claims shall be initiated by written notice and claim to the Project Director. Such written notice and claims must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

8.2.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Agreement and the Owner shall continue to make payments to the Contractor in accordance with this Agreement. The resolution of any claim under this Paragraph 8.2 shall be reflected by a Change Order executed by the Project Director and the Contractor.

8.2.3 Claims for Concealed and Unknown Conditions - Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Agreement, or should unknown conditions of an usual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Agreement, be encountered, wherein the Contract Documents or Standard Construction industry practices have not placed the responsibility of discovering such concealed and unknown conditions upon the Contractor prior to the Contractor submitting his Bid for the Work, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contract must give the Project Director written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

8.2.4 Claims for Additional Costs - If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefore, the Contractor shall give the Project Director written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving arise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.2.4.1 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor.

The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor has been established therefore in a court of competent jurisdiction.

8.2.5 Claims for Additional Time - If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Project Director, for such reasonable time as the Project Director may determine.

Any notice and claims for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving the rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim for an extension shall be waived. This paragraph shall not be deemed to waive any damages for delay that are covered by

insurance.

8.2.5.1 Delays and Extensions of Time - An extension of Contract Time shall not be given due to weather conditions unless such weather conditions more severe than average have caused a delay. In requesting extension of time for weather conditions; Contractor shall present complete records and such requests shall document how weather conditions delayed progress of Work.

8.3 Field Orders

8.3.1 The Project Director shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and not inconsistent with the intent of the Contract. Such changes shall be effected by field order and shall be binding upon the Contractor. The Contractor shall carry out such field orders promptly.

ARTICLE IX
SUBCONTRACTORS

9.1 Definition

9.1.1 A Subcontractor is an entity, which has a direct Contract with the Contractor to perform a portion of the Work.

9.2 Award of Subcontracts

9.2.1 Upon execution of the Contract, the Contractor shall furnish the Project Director, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The Project Director shall promptly reply to the Contractor, in writing, stating any objections the Project Director may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Project Director has made a timely objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor, which correspond to those rights afforded to the Owner by Subparagraph 12.2.1 below.

ARTICLE X
CHANGES IN THE WORK

10.1 Changes Permitted

10.1.1 Changes in the Work within the general scope of this Agreement, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Agreement, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Agreement and the Contractor shall proceed promptly with such changes.

10.2 Change Order Defined

10.2.1 Change Order shall mean a written order to the Contractor executed by the Project Director, issued after execution of this Agreement, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. Only the Change Order may change the Contract Price and the Contract Time.

10.3 Changes in the Contract Price

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the Owner and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall than be determined by the Project Director on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the Owner or the Project Director requires, an itemized accounting of such expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment

insurance, fringe benefits required by a pre-existing agreement or by custom, and workers' compensation insurance, reasonable costs of premiums for all Bonds and insurance, permit fees, and sales, use or other taxes related to the Work and paid by the Contractor, and reasonable costs of directly attributable to the change. In no event shall any expenditure or savings associated with the Contractor's home office or other non-jobsite overhead expenses be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the Owner, payments on account shall be made to the Contractor on the Owner's Certificate of Payment.

10.3.3 If Unit Prices are provided in the Contract, and if the quantities contemplated are so changed in proposed Change Order that application of such Unit Prices to the quantities of Work proposed shall cause substantial inequity to the Owner or to the Contractor, that applicable Unit Prices shall be equitable adjusted.

10.4 Minor Changes

10.4.1 The Project Director shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Agreement. Such minor changes shall be made by written Field Order, and shall be binding upon the Owner and the Contractor. The Contractor shall promptly carry out such written Field Orders.

10.5 Effect of Executed Change Order

10.5.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Agreement as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out or resulting from the Work included within or affected by the executed Change Order.

10.6 Notice to Surety; Consent

10.6.1 The Contractor shall notify and obtain the timely consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by the Contractor's surety or by law. The Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI
UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

11.1.1 If any of the Work is covered contrary to the Project Director's request or to any provision of this Agreement, it shall, if required by the Project Director, be uncovered for the Project Director's inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time.

11.1.2 If any of the Work is covered in a manner not described in Subparagraph 11.1.1 above, it shall, if required by the by the Project Director or Owner, be uncovered for the Project Director's inspection. If such Work conforms strictly to this Agreement, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform to this Agreement, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 Correcting Work

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Project Director as defective or failing to conform to this Agreement. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the Owner for the Project Director's services and expenses made necessary thereby.

11.2.2 If within one (1) year after Substantial Completion of the Work, if any of the Work is found to be defective or not in accordance with this Agreement, the Contractor shall correct it within seven (7) days at the Contractor's expense upon receipt of written notice from the Owner. This obligation shall survive Final Payment by the Owner and termination of this Agreement. With respect to Work first performed and completed after Substantial Completion, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations,

which the Contractor has under this Agreement. Establishment of the one (1) year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work, and has no relationship to the time which the obligation to comply with the Contract Documents may be sought to be enforced.

11.3 Owner May Accept Defective or Nonconforming Work

11.3.1 If the Owner chooses to accept defective or nonconforming Work, the Owner may do so. In such events, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project had it not been constructed in such manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for its acceptance or defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII
CONTRACT TERMINATION

12.1 Termination by the Contractor

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days written notice to the Owner, terminate performance under this Agreement and recover from the Owner payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate if such failure is not substantially corrected within fifteen (15) days, the Contractor may terminate performance under this Agreement by written notice to the Project Director. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Agreement for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 Termination by the Owner

12.2.1 For Convenience

12.2.1.1 The Owner may terminate this Agreement for convenience. In such instance, the Owner shall provide written notice of such termination to the Contractor specifying when termination shall become effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

12.2.1.4 (a) The Contractor shall submit a termination claim to the Project Director specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Project Director. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

(b) The Owner and the Contractor may agree to compensation, if any, due to the Contractor hereunder.

(c) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts;

(d) Contract prices for labor, materials, equipment, and other services accepted under this Agreement;

(e) Reasonable costs incurred in preparing to perform and in performing a portion of the Work prior to

termination and not included in (d) or (e), and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract had been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(f) Reasonable costs of settling and paying claims arising out of the termination of Subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 For Cause

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to perform the Work in a timely manner, supply enough properly skilled Workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors, or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise substantially violates a material provision of this Agreement, then the Owner may, by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price less any liquidated damages due under this Agreement, exceeds the cost of finishing the Work, including compensation for the Project Director's additional services and expenses made necessary thereby, such exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII
INSURANCE

13.1 Contractor's Insurance:

The Contractor shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. **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 Contractor 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 Contractor 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 Contractor 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 Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with

minimum limits of $2,000,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

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

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

In addition to the standard insurance requirements specified in the Standard Agreement, this project will require USL&H Insurance (Longshore Harbor Worker's Compensation Act –LHWCA).

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

ARTICLE XIV
MISCELLANEOUS

14.1 Governing Law & Venue

14.1.1 The Contract shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Contract shall be St. Johns County, Florida.

14.2 Successors and Assigns

14.2.1 The Owner and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Agreement. The Contractor shall not assign this Agreement without written consent of the Owner.

14.3 Surety Bonds

14.3.1 The Contractor shall furnish a separate Public Construction Bond to the Owner. Such Bonds shall set forth a penal sum in an amount not less than the Contract Price. The Bond furnished by the Contractor shall incorporate by reference the terms of this Agreement as fully as though they were set forth verbatim in such Bonds. The Public Construction Bond shall provide that in the event the Contract Price is adjusted by Change Order executed by the Contractor. The Public Construction Bond furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a Surety, or Sureties, reasonably suitable to the Owner.

14.4. Safety of Persons and Property

14.4.1 When existing utility lines shown on the Drawings are to be removed or relocated, the Contractor shall notify the Engineer in ample time for taking measures for prevention of the interruption of any required services prior to the beginning of operations. In the event that the Contractor damages any existing utility lines not shown on the Drawings, the location of which is not known to the Contractor report thereof shall be made immediately to the Engineer.

14.4.2 Locations of existing utility lines shown on the Drawings are based on the best information available to the Engineer, but shall not be considered exact either as to location or number of such lines.

14.4.3 Contractor shall protect utility lines constructed under terms of the agreement and those discovered or shown on Drawings to be existing. Damage occurring to utility lines due to Contractor's operations shall be repaired at no cost to the Owner.

ARTICLE XV
EQUAL EMPLOYMENT OPPORTUNITY

15.1 Contractor's Employment Opportunity

15.1.1 The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age.

The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during

employment without regard to their race, religion, color, sex, national origin or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, 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 setting forth the policies of non-discrimination.

15.1.2 The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin or age.

ARTICLE XVI
APPRENTICESHIP LAW REQUIREMENTS

16.1 Apprenticeship Law (Chapter 446, Florida Statutes)

16.1.1 The Contractor shall make a diligent effort to hire for Performance of the Contract a number of apprentices in each occupation which bears to the average number of journeyman in that occupation to be employed in the performance of the Contract, the ratio of at least one (1) apprentice or trainee to every five (5) journeymen.

16.1.2 The Contractor shall, when feasible and except when the number of apprentices or trainees to be hired is fewer than four (4), assure that twenty-five (25) percent of such apprentices or trainees are in their first year of training. Feasibility here involves a consideration of the availability of training opportunities for first year apprentices or trainees, the hazardous nature of the Work for beginning workers, and excessive unemployment of apprentices or trainees in their second or subsequent years of training.

16.1.3 The Contractor, during the performance of the Contract, shall make diligent efforts to employ the number of apprentices or trainees necessary to meet requirements of Subparagraphs a. and b. However, on-the-job training programs shall only be established in non-apprenticable trades or occupations to meet the requirements of this section.

16.1.4 The Contractor agrees to return records of employment, by trade, of the number of apprentices or trainees by first year of training, and the number of journeymen and the wages paid, and hours of work, of such persons on a form as prescribed by the Bureau of Apprenticeship of the Division of Labor at three (3) month intervals. Submission of duplicate copies of forms submitted to the United States Department of Labor shall be sufficient compliance with the provisions of the section.

16.1.5 The Contractor agrees to supply the Bureau of Apprenticeship of the Division of Labor, at three (3) months intervals, a statement describing steps taken toward making diligent effort and containing a breakdown by craft or hours worked and wages paid for first year apprentices or trainees, other apprentices or trainees and journeymen.

16.1.6 The Contractor agrees to insert in any Subcontract under this Agreement the requirements contained in this section. "The term Contractor" as used in such clauses and any Subcontract shall mean the Subcontractor.

16.1.7 Anything herein to the Contrary notwithstanding, Contractor agrees to comply with all of the provisions of Florida Statutes 446 and all regulations prescribed by the Bureau of Apprenticeship of the Division of Labor.

ARTICLE XVII
PUBLIC RECORDS

17.1 Public Records

17.1.1 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.

17.1.2 In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor 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 Contractor 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 Contractor or keep and maintain public records required by the County to perform the Services.

17.1.3 If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor 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.

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

IF THE CONTRACTOR 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.

BID NO: 18-29; Treasure Beach Canal System Dredging

Owner:

St. Johns County, FL (Seal)
(Typed Name)

By: _____
Signature of Authorized Representative

Jaime T. Locklear, MPA, CPPB, FCCM
Printed Name

Assistant Purchasing Manager
Title

3/14/18
Date of Execution

Contractor:

Waterfront Property Services LLC
dba Gator Dredging (Seal)
(Typed Name)

By: _____
Signature of Authorized Representative

William J. Coughlin, III
Printed Name & Title President

March 7, 2018
Date of Execution

ST JOHNS COUNTY

MAR 0 8 '18

PURCHASING

ATTEST:
St. Johns County, FL
Clerk of Courts

By: _____
Deputy Clerk

3/14/18
Date of Execution

Legally Sufficient:

_____
Deputy County Attorney

3-20-18
Date of Execution

BID NO: 18-29; TREASURE BEACH CANAL SYSTEM DREDGING

EXHIBIT A
FEMA PUBLIC ASSISTANCE PROGRAM REQUIRED CONTRACT CLAUSES

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The awarded Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives herein.

1. **Energy Policy and Conservation Act**
   The awarded Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

   Reference 2 CFR 200 A II (h)

2. **Compliance with the Copeland "Anti-Kickback" Act**
   A. Contractor. The awarded Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
   B. Subcontracts. The awarded Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, 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.
   C. 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.

   Reference 2 CFR 200 A II (d)

3. **Compliance with the Contract Work Hours and Safety Standards Act**
   A. Overtime requirements. 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.
   B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) 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 (1) 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 (A) of this section.
   C. Withholding for unpaid wages and liquidated damages. 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 (B) of this section.
   D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) 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 (A) through (D) of this section.

   Reference 2 CFR 200 A II (e)

4. **Rights to Inventions Made Under a Contract or Agreement**
   If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-

recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5. **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 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 by FEMA.

   Reference 2 C.F.R. Part 200, Appendix II

6. **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 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 by FEMA.

   Reference 2 C.F.R. Part 200, Appendix II

7. **Procurement of Recycled/Recovered Materials**
   A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
      1) Competitively within a timeframe providing for compliance with the contract performance schedule;
      2) Meeting contract performance requirements; or
      3) At a reasonable price.
   B. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, at http://www.epa.gov/cpg/. The list of EPA-designated items is available at http://www.epa.gov/cpg/products.htm.

   Reference 2 C.F.R. § 200.322

8. **Compliance with Federal Law, Regulations, and Executive Orders**
   This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

   Reference Financial Services and General Government Appropriations Act, 2015, Pub. L. No. 113-83, Division E, § 724 (2015); DHS Standard Terms and Conditions, v 3.0, II (Dec. 4, 2013).

9. **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.

10. **Program Fraud and False or Fraudulent Statements 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.

    Reference 31 U.S.C. §§ 3729-3733

11. **Non-Segregated Facilities**
    The Contractor and each subcontractor shall comply with the Certification of Non- segregated Facilities supplied in these Contract Documents and this Certification shall be a part of the Contract Documents. By submission of a

RFP, the Bidder and all subcontractors certify that they have familiarized themselves with the certification and that they will comply with the requirements set forth in the Certification.

12. Americans with Disabilities Act of 1990 (ADA)

The Contractor shall ensure compliance with all requirements imposed by ADA, and regulations of the federal government issued there under.

Reference DHS Standard Terms and Conditions, v 3.0, V (Dec. 4, 2013); Standard Form 424D, 10.

13. Equal Opportunity

All eligible businesses, including Small Local Business Enterprises (SLBEs) Disadvantaged Business Enterprises (DBEs) and Women/Minority Business Enterprises (WMBEs) shall be afforded a full opportunity to participate in any award made by the County pursuant to this Request for Proposals and will not be subjected to discrimination on the basis of race, color, sex, or national origin.

The County prohibits any awarded firm awarded a contract, to discriminate on the basis of race, color, religion, sex, national origin, age, or physical handicap.

Through the course of providing services to the County, Contractors shall affirmatively comply with all applicable provisions of 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 well as all other applicable regulations, guidelines and standards.

Reference 2 CFR 200.321

14. Sub-Contractors

If the awarded Contractor elects to sub-contract with any firm, for any portion of the work, the Contractor shall be responsible for all work performed by any sub-contract and the Contractor shall not be relieved of any obligations under the awarded Contract.

At any time, the County may, at its discretion, require any Respondent to submit all relevant data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed sub-contractors to furnish and perform the work proposed.

Prior to the award of the Contract, the County will notify the Respondent in writing if the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contract. The Respondent then may, at his option, withdraw his RFP Package, or submit an acceptable alternate sub-contractor, at no increase in pricing. If the Respondent fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may disqualify the Respondent from further consideration of award under this RFP.

The County reserves the right to disqualify any Contractor, 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 Respondent 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.

The awarded contractor shall take the following affirmative steps to ensure minority business, women's business enterprises and labor surplus area firms are used when possible:

A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
B. Ensuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
E. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
F. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (A) through (E) of this section.

Reference 2 CFR 200.321(b)(6)

15. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." 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 the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Reference 2 CFR 200 A II (j)

16. Suspension and Debarment

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 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. pt. 180, subpart C and 2 C.F.R. pt. 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 (insert name of sub grantee). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as grantee and name of sub grantee), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Reference Chapter IV, 6.d and 12.a.ix; 2 C.F.R. Part 200, Appendix II, I; DHS Standard Terms and Conditions, v 3.0, X (Dec. 4, 2013)

Change Order #2 Back-up

February 8, 2019

SERVICE PROVIDER	CUSTOMER
Waterfront Property Services, LLC dba **Gator Dredging** 13630 50th Way North Clearwater, FL 33760 Phone: (727) 527-1300 Fax: (727) 527-1303 Email: bill@gatordredging.com	Bill Behne, Project Manager **St Johns County - Treasure Beach Canal Dredging** 2416 Dobbs Road St. Augustine FL 32086 bbehne@sjcfl.us

Project Status and Options to Progress the Work: Treasure Beach Canal Dredging – Alternate Final Dewatering and Disposal of Sediment

Description: Due to elevated levels of arsenic within the sediment from the Treasure Beach canals, GD has been informed that the sediment and tubes cannot be disposed at Simms pit per contract. The project has been delayed for time to determine another option for sediment disposal. Gator Dredging (GD) has put together two value engineered alternatives for final dewatering and final disposal of the sediment.

Cost Breakdown for Original Contract:

$ 947,000	Original Contract Total
$502,148.32	Completed to Date (includes Retainage Held)
$444,851.68	Remaining Balance on Original Contract
$ 155,000	Additional Price for delays through 12/26/18 (estimated)
$ 65,000	Additional Price for delays from 12/27/18 through 2/27/19 (estimated)
$1,167,000	Estimated Contract Total through 2/27/19

Option Cost Totals:

$2,334,000	Option #1 Total
$3,501,000	Total Contract Amount with Option #1
$1,839,200	Option #2 Total
$3,006,200	Total Contract Amount with Option #2 (Plus est Tipping Fees of $1,352,000 = **$4,358,200**)

Gator Dredging recommends Option #1 due to reduced cost and dealing with landfill procedures and potential delays associated with landfill operations.

Option #1: Includes disposal of the all dredged material at the Frank Butler Boat Ramp at the Tillman Ridge Landfill 3005 Allen Nease Road Elkton, FL 32033. The change includes the elimination of the Geotube #2 dewatering area in Frank Butler Park and construction of a sand bermed dewatering cell. The sediment that is dredged will be allowed to dewater within tubes #1 & #3 for one week and will then be excavated and placed within the dewatering cell in cycles as they are filled. GD will incorporate imported sand material from a specified borrow pit located at 2020 County Road 214, St Augustine 32084 which will be blended with the dredged sediment at a ratio as determined necessary by testing, with unit quantities to be determined by truck tickets. Based on preliminary engineering report(s) indicates the dewatering

ratio is expected to reduce the water content within the dredge sediment to a more workable 30% moisture content. Additional sand may be necessary depending on the actual workability of the dredged sediment and will be determined by testing. This value engineered alternative will require time for dewatering which may impact the production of dredging and the costs for these dewatering/loading days will be charged at a flat rate identified below. The final dewatered material will be tested in accordance with the Florida Department of Environmental Protection (FDEP) requirement of 1 test per 5,000 tons, as described in the existing permit 55-0274195-005-EI. The final material testing must meet the FDEP criteria and moisture content of approximately 30%.

Pricing below does **not** include any tipping fees required by Tillman Ridge Landfill or any physical or chemical testing of the sediment required for landfill acceptance. The disposal of the tube dewatering bags due to the contamination will be disposed of by Waste Pro paid per dumpster load removed. With the new dewatering alternative, it is estimated that 75,000 cy of material will need to be disposed with an anticipated 17 cy per truck load per legal weight. Price for Hauling/disposal will include presentation of truck tickets and reporting to County staff.

New Pay Item Definitions:

1 - Disposal at Tillman Ridge Landfill: Includes the costs to transport material per truck load with estimated 17 cy per load.

2 - Import Sand: Includes payment per load for sand delivered to the site for either cell construction or dewatering with arsenic sediment to obtain acceptable disposal ratio estimated 17 cy of sand per load.

3 - Dewatering/Loading Day During Dredging: Includes payment for excavation, final dewatering, and loading of sediment into trucks during dredging operations.

4 - Dewatering/Loading Day Dredging Restricted: Includes payment for excavation, final dewatering, and loading of sediment into trucks while dredging is restricted from dredging due to space requirements

5 – FDEP Coordination: Includes payment for services related to coordination with FDEP for Value Engineered Options

6 – Sediment Testing FDEP Residential Reuse Classification & Moisture: Costs per test cycle 5,000 tons of testing of sediment performed by 3rd party sub-consultant

7 – Disposal Tubes – Waste Pro: Payment per load for Waste Pro to remove tubes from Site and Dispose.

8 – Grading of Material at Tillman Ridge – Payment per load to grade material at Tillman Ridge Landfill.

Schedule: Time needed to cover for the delay time experienced and complete the additional work will require an estimated One hundred and eighty (180) days plus any delay days beyond the original contract time to be added to the contract time.

ID	DESCRIPTION	UNIT	EST QTY	$ PER UNIT	TOTAL
1	Disposal at Tillman Ridge Landfill *	LOAD	4,675	$225	$1,051,875
2	Import Sand *	LOAD	3,200	$270	$864,000
3	Dewatering/Loading Day During Dredging *	DAY	120	$ 1,725	$207,000
4	Dewatering/Loading Day Dredging Restricted *	DAY	40	$ 3,375	$135,000
5	FDEP Coordination	LS	1	$12,500	$12,500
6	Sediment Testing – FDEP Residential Reuse Classification & Moisture	EA	5	$1,200	$6,000
7	Disposal Tubes – Waste Pro	LOAD	15	$725	$10,875
8	Grading of Material at Tillman Ridge	LOAD	4,675	$10.00	$46,750
9	**TOTAL – Option 1**				**$2,334,000**
	***** *Please note that the unit quantities are best estimates by the Contractor and that payment will be made for actual quantities per the unit item rates required to complete the work an estimated 20% contingency has been included for potential quantity overruns.*				

Option #2: Includes disposal of all dredged material at the Trail Ridge Landfill . The change includes the elimination of the Geotube #2 dewatering area in Frank Butler Park and construction of a sand bermed final dewatering/blending cell. The sediment that is dredged will be allowed to dewater within tubes #1 & #3 for up to one week and will then be excavated and placed within the final dewatering cell in cycles as they are filled. SuperZorb an absorbent product will be mixed with the dredged sediment at a ratio of approximately 750 lbs per 15 cy. The mixed material will pass a paint filter test and will then be hauled to Trail Ridge Landfill for final disposal. This value engineered alternative will require time for mixing which may impact the production of dredging and the costs for these mixing/loading days will be charged at a flat rate identified below.

Pricing below does **not** include any tipping fees required by Trail Ridge Landfill or any physical/chemical testing of the sediment required for either permit compliance or landfill acceptance. The disposal of the tube dewatering bags due to the contamination will be disposed at Trail Ridge landfill transported along with the blended sediment. With the new mixing alternative, it is estimated that 1,150,000 lbs of SuperZorb will be blended with the sediment and the mixed material will be disposed with an anticipated 15 cy per truck load per legal weight. Price for Hauling /disposal will include necessary manifests and reporting to County staff.

New Pay Item Descriptions:

1 - Disposal at Trail Ridge Landfill: Includes the costs to transport and dispose of mixed sediment, tubes, and SuperZorb bags at the Trail Ridge Landfill with estimated 15 cy per load. Does NOT include tipping/disposal fees.

2 - Import Sand: Includes payment per load for sand delivered to the site for cell construction at an estimated 17 cy of sand per load.

3 - Mixing/Loading Day During Dredging: Includes payment for an excavator for mixing SuperZorb into sediment and loading of sediment into trucks while dredging is ongoing.

4 - Mixing/Loading Day Dredging Restricted: Includes payment for an excavator for mixing SuperZorb into sediment and loading of sediment into trucks while dredging is restricted from dredging due to tube availability/space requirements

5 - SuperZorb: Includes the costs to supply, store, and apply SuperZorb bags to obtain acceptable moisture content to pass paint filter test. Payment will be per pound (lb) of SuperZorb applied to sediment.

Schedule: Time needed to cover for the delay time experienced and complete the additional work will require an estimated One hundred and eighty (180) days plus any delay days beyond the original contract time to be added to the contract time.

ID	DESCRIPTION	UNIT	EST QTY	$ PER UNIT	TOTAL
1	Disposal at Trail Ridge *	LOAD	1,475	$700	$ 1,032,500.00
2	Import Sand *	LOAD	60	$270	$16,200.00
3	Mixing/Loading Day During Dredging *	DAY	120	$ 1,725	$207,000.00
4	Mixing/Loading Day Dredging Restricted *	DAY	40	$ 3,375	$135,000.00
5	SuperZorb *	LB	1,150,000	$ 0.39	$448,500.00
	TOTAL – Option 2				**$1,839,200.00**
	***** *Please note that the unit quantities are best estimates by the Contractor and that payment will be made for actual quantities per the unit item rates required to complete the work an estimated 20% contingency has been included for potential quantity overruns.*				

15	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

2/19/2019

BCC MEETING DATE

TO: **Michael D. Wanchick, County Administrator** **DATE:** **January 25, 2019**

FROM: **Jaime Locklear, Purchasing Manager** **PHONE:** **209-0158**

SUBJECT OR TITLE: **Surplus County Property**

AGENDA TYPE: **Consent Agenda**

BACKGROUND INFORMATION:

Florida Statute 274 regulates the control of tangible personal property owned by local Governments. The authority to declare this property as surplus is vested in the Board Of County Commissioners. Staff is requesting that the BOCC declare the attached list of miscellaneous rolling stock, equipment, other items as surplus. Individual item information available upon request. This equipment is either non functional or obsolete.

1. IS FUNDING REQUIRED? No **2. IF YES, INDICATE IF BUDGETED.** No

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE:

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to declare the attachments as surplus and authorize the County Administrator, or his designee, to dispose of same in accordance with the Purchasing Policy 308 and Florida Statute 274.

For Administration Use Only:
Legal: N/A **OMB: N/A** **Admin: KS 2/6/2019**

Miscellaneous Rolling Stock, Equipment and Computer Equipment Surplus List

Computer Surplus Items

ITEM	SJC #	SERIAL #	QUANTITY	CONDITION	Department
Power Edge T640 Server	17108	CG001Q2	1	New	SOE

Miscellaneous Surplus Items

ITEM	SJC #	SERIAL #	QUANTITY	CONDITION	Department
Four Drawer Cabinet			4	Poor	Tax Collector
Shelfs			2	Poor	Tax Collector
2 Drawer File Cabinet			1	Fair	Tax Collector
3 Drawer Horizontal Cabinet			1	Fair	Tax Collector
6 foot Desks			2	Fair	Tax Collector
Printer Stand			1	Fair	Tax Collector
Desk Top Units			2	Poor	Tax Collector
EZ Go Industrial Golf Cart 861 - Mail Cart Yellow	10599		1	Poor	Building Operations
EZ Go Workhorse 1200 - Green Cart	12406		1	Poor	Building Operations
EZ Go MPT - Blue Cart	10141		1	Poor	Building Operations
2015 Landmaster LMC 2	15782	A4PUFSPECFAA01684	1	Fair	Cultural Events

16	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

2/19/2019

BCC MEETING DATE

TO: **Michael D. Wanchick, County Administrator** **DATE:** **October 12, 2018**

FROM: **Jaime Lockler, Purchasing Manager** **PHONE:** **209-0158**

SUBJECT OR TITLE: **Purchase of OpenGov Budgeting and Planning Software**

AGENDA TYPE: **Consent Agenda, Contract, Resolution**

BACKGROUND INFORMATION:

The St. Johns County Office of Management & Budget (OMB) uses a custom software program created originally by the host of the Clerk of Court's financial system, Sungaard Pentamation. That custom software program has been in place in excess of seventeen years and provides a record of each budget process in its entirety. In recent years, the County's financial system has gone through multiple company mergers/acquisitions (from Sungaard to Superion to Central Square). Because of the lack of software support in recent years, the FY 2018 budget (carried into FY 2019 budget) included one-time project appropriation to replace the County's current budget module. Throughout FY 2018, OMB explored different budgeting software programs that are compatible with the Clerk's financial system and provide annual support. In a December 13, 2018 meeting between Central Square, BCC staff, and Clerk of Courts staff, Central Square announced they would no longer support the County's software after 2019. OpenGov is available for purchase under the Florida State Alternative Contract No. 43230000-NASPO-16-ACS (Contract) at a total purchase price of price of $392,000 ($100,800 for the initial year, and $72,800 annually for the subsequent years 2-5 of the effective term). SHI International Corp. is the authorized supplier of OpenGov. Currently the County is spending approximately $35,000 annually for the seventeen-year old program that is obsolete, provides no updates, and will be discontinued after 2019. OMB will apply its one-time project funding to the recurring annual support costs already in place to support the program; however, the overall software program will be a cost increase in out years. Staff recommends that the County purchase the web-based OpenGov from SHI International Corp., subject to the terms and conditions contained in the Florida State Alternative Contract No. 43230000-NASPO-16-ACS.

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

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE: Management & Budget (Dept 0006): One-time project appropriations $94,469. MIS (Dept 0012): Recurring software support ~$35,000.

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2019-_____ authorizing the County Administrator, or designee, to purchase OpenGov software at a total purchase price of $392,000 from SHI International Corp, subject to the terms and conditions contained in the Florida State Alternative Contract No. 43230000-NASPO-16-ACS.

For Administration Use Only:
Legal: RDR 11/6/2018 **OMB: JDD 2/6/2019** **Admin: Joy Andrews 2/11/2019**

RESOLUTION NO. 2019 -___

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO PURCHASE AND TO EXECUTE A PURCHASE ORDER FOR OPENGOV BUDGETING AND PLANNING SOFTWARE

RECITALS

WHEREAS, the County seeks to purchase OpenGov Budgeting and Planning Software; and

WHEREAS, in accordance with section 302.6.5.4 of the St. Johns County Purchasing Manual, entitled "Piggyback or Cooperative Purchasing", the County is authorized make said purchase subject to the terms and conditions of Florida State Alternative contract # 43230000-NASPO-16-ACS ("Contract"); and

WHEREAS, purchase of the software will be funded by Management & Budget; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the Contract and finds that entering into the Contract for the purchase of the budgeting and planning software serves a public purpose.

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 purchase OpenGov Budgeting and Planning software.

Section 3. In accordance with the terms and conditions of the Contract, the County Administrator, or designee, is further authorized to execute a purchase order in the amount of $100,800.00 for the purchase of OpenGov Budgeting and Planning software from SHI International Corp.

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 _____, 2019.

ATTEST: Hunter S. Conrad, Clerk

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By:_____
Deputy Clerk

By:_____
Paul M Waldron, Chair

Pricing Proposal
Quotation #: 16229535
Created On: 11/7/2018
Valid Until: 3/29/2019

ST. JOHN'S COUNTY BOCC

Jesse Dunn
4455 Avenue A
Suite 103
Accounts Payable
Saint Augustine, FL 32095
United States
Phone: 9048248304
Fax:
Email: jdunn@sjcfl.us

Inside Account Manager

Kelsi Komoroski
290 Davidson Ave
Somerset, NJ, 08873
Phone: 800-543-0432
Fax: 732-868-6055
Email: Kelsi_Komoroski@shi.com

Click here to order this quote

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	OpenGov Budgeting and Planning Year 1 OpenGov - Part#: Contract Name: NASPO ValuePoint - Cloud Solutions Contract #: AR2488 Subcontract #: 43230000-NASPO-16-ACS **Note:** Year 1 of 5	1	$72,800.00	$72,800.00
2	OpenGov Budgeting and Planning One-Time Fee OpenGov - Part#: Contract Name: NASPO ValuePoint - Cloud Solutions Contract #: AR2488 Subcontract #: 43230000-NASPO-16-ACS **Note:** Pre-Paid Hours	1	$27,000.00	$27,000.00
3	SHI Project Management SHI Professional Services - Part#: Contract Name: Open Market Contract #: Open Market	1	$1,000.00	$1,000.00
			Total	$100,800.00

Additional Comments

OpenGov Budgeting and Planning Subsequent Year 2: $72,800.00
OpenGov Budgeting and Planning Subsequent Year 3: $72,800.00
OpenGov Budgeting and Planning Subsequent Year 4: $72,800.00
OpenGov Budgeting and Planning Subsequent Year 5: $72,800.00

The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.

OPENGOV SOFTWARE SERVICES AGREEMENT

This Software Services Agreement (this "**Agreement**") is entered into by OpenGov, Inc., a Delaware corporation with a principal place of business at 955 Charter Street, Redwood City, California 94063 ("**OpenGov**") and the customer listed on the signature block below ("**Customer**"), as of the date of last signature below (the "**Effective Date**"). This Agreement sets forth the terms under which Customer will be permitted to use OpenGov's hosted software services.

1. DEFINITIONS

"Customer Data" means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record). Customer Data shall not include any confidential personally identifiable information.

"Documentation" means the documentation for the Software Services at the Customer Resource Center page found at https://opengov.zendesk.com.

"Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums.

"Initial Term" means the initial license term specified in number of years on the Order Form, commencing on the Effective Date.

"Intellectual Property Rights" means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

"Order Form" means OpenGov's Software Services order form that: (a) specifies the Software Services provided by OpenGov; (b) references this Agreement; and (c) is signed by authorized representatives of both parties.

"Renewal Term" means each additional renewal period, which shall be for a period of equal duration as the Initial Term, for which this Agreement is extended pursuant to Section 7.2.

2. SOFTWARE SERVICES, SUPPORT AND PROFESSIONAL SERVICES

2.1 Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to perform the software services identified in the applicable Order Form entered into by OpenGov and Customer ("**Software Services**").

2.2 Support. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov's standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours.

2.3 Professional Services.

(a) If OpenGov or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services will be described in a statement of work ("**SOW**") agreed to by the parties (the "**Professional Services**"). For Professional Services performed on a time and materials basis, any pre-paid Professional Services Fees must be utilized within one (1) year from the Effective Date. Any unused pre-paid Professional Services Fees shall be forfeited.

(b) Unless the SOW provides otherwise, all reasonable travel expenses, pre-approved by Customer and incurred by OpenGov in performing the professional services will be reimbursed by Customer. Travel expenses include cost of coach airfare travel round trip from the individual's location to Customer's location, reasonable hotel accommodations, ground transportation and meals.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource or otherwise commercially exploit the copy, rent, lease, distribute, assign, sell, or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2 Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. INTELLECTUAL PROPERTY RIGHTS; LICENSE GRANTS; ACCESS TO CUSTOMER DATA

4.1 Software Services. OpenGov retains all right, title, and interest in the Software Services and all Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov and Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov hereby grants to Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

4.2 Customer Data. Customer retains all right, title, and interest in the Customer Data and all Intellectual Property Rights therein. Customer hereby grants to OpenGov a non-exclusive, royalty-free license to, and permit its partners to, use, store, edit and reformat the Customer Data, and to use Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, or for analyzing such data and publicly disclosing such analysis ("**Insights**"), provided that in all such uses Customer Data is rendered anonymous such that Customer is no longer identifiable.

4.3 Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Term, other than during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.

4.4 Feedback. Customer hereby grants to OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. CONFIDENTIALITY

5.1 Each party (the "**Receiving Party**") agrees not to disclose any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written consent, except as provided below. The Receiving Party further agrees: (a) to use and disclose the Confidential Information only in connection with this Agreement; and (b) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5.2 "**Confidential Information**" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all Documentation.

5.3 Notwithstanding the foregoing, "Confidential Information" does not include: (a) "**Public Data**," which is data that the Customer has previously released to the public, would be required to release to the public, upon request, according to applicable federal, state, or local public records laws, or Customer requests OpenGov make available to the public in conjunction with the Software Services. Confidential Information does not include (b) information that has become publicly known through no breach by the receiving party; (c) information that was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (d) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

6. PAYMENT OF FEES

6.1 Fees; Invoicing; Payment; Expenses.

(a) Fees. The fees for the Software Services for the Initial Term and any Renewal Term ("**Software Services Fees**") and the fees for Professional Services ("**Professional Services Fees**") are set forth in the applicable Order Form. Software Services Fees and Professional Services Fees shall hereafter be referred to as "**Fees**".

(b) Inflation Adjustment. OpenGov shall increase the Fees payable for the Software Services during any Renewal Term by 4% each year of the Renewal Term.

(c) Invoicing and Payment. OpenGov will invoice the Customer according to the Billing Frequency listed on the Order Form. Customer shall pay all invoices according to the Payment Terms listed on the Order Form.

(d) Travel Expenses. Unless the SOW provides otherwise, OpenGov will invoice Customer for pre-approved travel expenses incurred in connection with each SOW as they are incurred. Customer shall pay all such valid invoices within thirty (30) days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

6.2 Credit Card Customers. If applicable, Customer will provide OpenGov with valid credit card information and promptly notify OpenGov of any changes necessary to charge the credit card at billing@opengov.com. Please update your credit card information when necessary. The provision of credit card information to OpenGov authorizes OpenGov to charge the credit card for all applicable Fees plus a 3% credit card processing fee. OpenGov processes credit card payments through a secure third party processing partner and does not take receipt of credit card information itself.

6.3 Taxes. All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("**Sales Taxes**"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the Fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

7. TERM & TERMINATION

7.1 Term. Subject to compliance with all terms and conditions, the term of this Agreement shall commence on the Effective Date and shall continue until the Subscription End Date specified on the Order Form (the "**Initial Term**").

7.2 Renewal. Unless either party terminates this Agreement in writing no less than thirty (30) days before the end of the Initial Term, this Agreement shall renew for another period of the same duration as the Initial Term (the "**Renewal Term**" and together with the Initial Term, the "**Term**").

7.3 Termination. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement immediately upon notice.

7.4 Effect of Termination.

(a) In General. Upon termination or expiration of this Agreement: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the effective date of termination, (b) all Software Services provided to Customer hereunder shall immediately terminate; and (c) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

(b) Deletion of Customer Data. If Customer requests deletion of its Customer Data in writing prior to the date of termination or expiration of this Agreement, then OpenGov will permanently and irrevocably delete Customer Data, excluding any Insights, stored by its cloud hosting provider within ten (10) days of the date of termination or expiration of this Agreement. Such request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice described at Section 10.

7.5 Survival. The following sections of this Agreement shall survive termination: Section 5 (Confidentiality), Section 6 (Payment of Fees), Section 7.4(b) (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

8.1 By OpenGov.

(a) General Warranty. OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related statement of work and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform all such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must make any claim under the foregoing warranty to OpenGov in writing within ninety (90) days of performance of such work in order to receive such warranty remedies.

(b) Software Services Warranty. OpenGov further represents and warrants that for a period of ninety (90) days, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Any claim submitted under this Section 8.1(b) must be submitted in writing to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the Fee for such Software Services.

8.2 By Customer. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3 Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY

9.1 By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2 By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3 Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claim arising out of fraud or willful misconduct by either party and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

9.4 No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. MISCELLANEOUS

10.1 Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.

10.2 Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone communications. However, for notices required by the Agreement (in Sections where the word "notice" appears) the parties must communicate more formally in a writing given by personal delivery, by pre-paid first-class mail or by overnight courier to the address specified in the most recent Order Form (or such other address as may be specified in writing in accordance with this Section).

10.3 Anti-corruption. OpenGov has not offered or provided any bribe, kickback, illegal or improper payment, gift, or thing of value to any Customer personnel in connection with the Agreement, other than reasonable gifts and entertainment provided Customer in the ordinary course of business. If OpenGov become aware of any violation of the above restriction then OpenGov shall promptly notify Customer.

10.4 Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5 Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

10.6 Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. There are no third-party beneficiaries to this Agreement.

10.7 Assignment. Except as set forth in this Section, neither party shall assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to: (i) its corporate affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement shall inure to the benefit of and bind each party's permitted assigns and successors.

10.8 Independent Contractors. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect.

10.9 Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.10 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent jurisdiction located in San Mateo County, California, and the parties hereby submit to the personal jurisdiction and venue therein.

10.11 Complete Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

Signatures

Customer:	_____	**OPENGOV, INC.**	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

NASPO ValuePoint
PARTICIPATING ADDENDUM

CLOUD SOLUTIONS
Administered by the State of Utah (hereinafter "Lead State")

Alternative Contract Source No: 43230000-NASPO-16-ACS

SHI International Corp.
Master Agreement No: AR2488
(hereinafter "Contractor")

And

Florida Department of Management Services
(hereinafter "Department/Participating State/Entity")

The State of Utah, acting by and through the National Association of State Procurement Officials (NASPO) ValuePoint, competitively procured and awarded a Request for Proposal resulting in Master Agreement number AR2488. The Master Agreement was created as a cooperative purchasing agreement for Cloud Solutions. This Participating Addendum is entered into pursuant to Section 287.042, Florida Statutes.

The Department is authorized by subsection 287.042(16), Florida Statutes, "to evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined in writing to be cost-effective and in the best interest of the state, to enter into a written agreement authorizing an agency to make purchases under such contract." Accordingly, agencies and eligible users (Customer) may make purchases from this Participating Addendum pursuant to the terms and conditions herein.

The Department evaluated the Master Agreement, and hereby acknowledges that use of the Master Agreement as an alternative contract source is cost-effective and in the best interest of the State.

This Participating Addendum and all incorporated Exhibits, set forth the entire understanding of the Parties and supersedes all prior agreements.

Accordingly, the Parties agree as follows:

1. **Term and Effective Date**
   The initial term of this Participating Addendum will become effective on the date the document is signed by all Parties, and shall be effective through September 30, 2020, unless terminated earlier in accordance with the General Contract Conditions.

2. **Renewal**
   Upon agreement of the Parties, the Department and the Contractor may renew this Participating Addendum in accordance with section 287.057(13), Florida Statutes, and Rule 60A-1.048, Florida Administrative Code. Renewals must be in writing and are subject to the same terms, conditions, and modifications set forth in this Participating Addendum. Renewal determinations will be based upon utilization and achieved savings.

3. **Modifications or Additions to Master Agreement**
   The following changes are modifying or supplementing the Master Agreement terms and conditions.

   a. Scope:
      The Contractor's Master Agreement products or services listed on the Contractor's page of the NASPO ValuePoint website are included in this contract only if they are not offered on a State Term Contract.

In accordance to 74-3.004, F.A.C., Agency requests for Infrastructure as a Service (IaaS) must be submitted via a Service Request to the State Data Center.

b. Exhibits: All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Participating Addendum. The Participating Addendum Exhibits shall have priority in the order listed:

1) Exhibit A: Contract Conditions, Florida General
2) Exhibit B: Contract Conditions, Florida Special
3) Exhibit C: NASPO ValuePoint Master Agreement Number AR2488

If a conflict exists among any of the documents, the following shall have priority in the order listed below:

1) The Addendum
2) Florida Special Contract Conditions, Exhibit B
3) Florida General Contract Conditions, Exhibit A
4) NASPO ValuePoint Master Agreement Number AR2488, Exhibit C

c. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

d. Access to Cloud Solutions Services Requires State CIO Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state. Any agency requests for Infrastructure as a Service must be submitted via a service request to the state data center. See section 3.a. above.

e. Authorization: Approval of this Participating Addendum by the State Chief Procurement Official and State Chief Information Officer is an authorization for participation in the NASPO cooperative contract process, it is not intended as an approval of any specific purchase or solution. It is the responsibility of the Customer to validate all terms and conditions and to ensure compliance with all applicable statutes and rules.

f. Request for Quotes: Customers purchasing Cloud Solutions from this Participating Addendum shall create a Request for Quote (RFQ), each time they desire to purchase Cloud Solutions. The Customer shall issue a detailed RFQ to the ACS Contractor(s) who offer the applicable cloud solutions(s). The specific format of the RFQ is left to the discretion of the Customer, but must contain the following:

1) Applicable service and deployment model(s);
2) Data security classification;
3) Service level agreement requirements; and
4) Exit strategy considerations.

g. Enterprise Agreements: The Contractor shall honor any Volume or Enterprise Agreement(s) established between a State of Florida agency and the manufacturer of products or services offered under their Master Agreement.

h. Purchase Orders: Customers shall issue purchase orders under this Participating Addendum to their awarded RFQ Contractor using this State of Florida ACS number 43230000-NASPO-16-ACS. The purchase order period survives the expiration of the Contract. The duration of purchase orders must not exceed the expiration of the Contract by more than 12 months.

i. Contractor Selection Justification Form: Customers purchasing Cloud Solutions from this Participating Addendum shall attach to the purchase order a completed Contractor Selection Justification Form (Attachment A).

4. **Warranty of Authority**
Each person signing this document warrants that he or she is duly authorized to do so and to bind the respective party.

5. **Entire Agreement of the Parties**
This document and the attached exhibits constitute the Participating Addendum and the entire understanding of the parties.

6. **Amendments**
All modifications to this Participating Addendum must be in writing and signed by all Parties. No oral modifications to this Participating Addendum are permitted.

Notwithstanding the order listed in section 3b, amendments executed after the Participating Addendum is executed may expressly change the provisions of the Participating Addendum. If they do so expressly, then the most recent amendment will take precedence over anything else that is part of the Participating Addendum.

IN WITNESS THEREOF, the Parties hereto have caused this agreement, which includes the attached and incorporated Exhibits, to be executed by their undersigned officials as duly authorized. This agreement is not valid and binding until signed and dated by the Parties.

Participating State: Florida	**Contractor: SHI International Corp.**
By:	By: Natalie Castagno
Name: Dave Zeckman	Name: Natalie Castagno
Title: Chief of Staff	Title: Director of Response Team
Date: 9/25/2017	Date: 8/10/17

Florida's Chief Procurement Officer:	**Florida's Chief Information Officer**
By:	By:
Name: Raz Ingram	Name: Eric Larson
Title: Director of State Purchasing and Chief Procurement Officer	Title: Executive Director of the Florida Agency for State Technology and Chief Information Officer
Date: 9/20/17	Date: 8/24/17

Alternate Contract Source No. 43230000-NASPO-16-ACS

Exhibit A

GENERAL CONTRACT CONDITIONS

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These General Contract Conditions supersede and replace in their entirety all General Contract Conditions, Form PUR 1000, which is incorporated by reference in Rule 60A-1.002, Florida Administrative Code (F.A.C.)

SECTION 1. DEFINITIONS.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes, (F.S.) and Rule Chapter 60A-1, F.A.C.:

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. TERMINATION.

2.1 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in

progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.2 Termination for Cause.
If the Department determines that the performance of the Contractor is not satisfactory, the Department may, at its sole discretion, (a) immediately terminate the Contract, (b) notify the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract will terminate at the end of such time, or (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES

3.1 Payment Invoicing.
The Contractor will be paid upon submission of properly certified invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain detail sufficient for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.2 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing, and may be reimbursed only in accordance with section 112.061, F.S.

3.3 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.4 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees, when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.5 Taxes.
The State of Florida is not required to pay any taxes, including customs and tariffs, on commodities or contractual services purchased under the Contract.

3.6 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Department or Customer. The Contractor must return any overpayment within 40 calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer within the manner and at the location specified in the Purchase Order and any attachments to the Purchase Order.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested, by reputable air courier service, email, or by personal delivery, or as otherwise identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, is primarily responsible for the Department's oversight of the Contract. In the event that the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager is primarily responsible for the Contractor's oversight of the Contract performance. In the event that the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity Reporting.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises, and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Customer purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in Section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the commodities or contractual services it offers is available at http://www.respectofflorida.org.

4.7 PRIDE.

Subject to the agency determination provided for in Sections 946.515 and 287.042(1), F.S., the following statement applies:

> IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at http://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Department of State Registration.

The Contractor and any subcontractors that assert corporate status must provide the Department with conclusive evidence, per section 607.0127, F.S., of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity and maintain such status or authorization through the life of the Contract and any resulting contract or purchase order.

5.2 Convicted and Discriminatory Vendor Lists.

In accordance with sections 287.133 and 287.134, F.S., an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors or consultants have been placed on the Convicted Vendor List or the Discriminatory Vendor List during the term of the Contract.

5.3 Contractor Certification.

If the Contract exceeds $1,000,000.00 in total, not including renewal years, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to sections 215.473, F.S. and 215.4725 F.S, respectively. Pursuant to section 287.135(5), F.S., and 287.135(3), F.S., Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the Contract.

5.4 Cooperation with Inspector General.

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or

any other authorized State official, the Contractor must provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/), whichever is longer. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

SECTION 6. MISCELLANEOUS.

6.1 Notice of Legal Actions.
The Contractor must notify the Department of any legal actions filed against it for a violation of any laws, rules, codes, ordinances or licensing requirements within 30 days of the action being filed. The Contractor must notify the Department of any legal actions filed against it for a breach of a contract of similar size and scope to this Contract within 30 days of the action being filed. Failure to notify the Department of a legal action within 30 days of the action will be grounds for termination for cause of the Contract.

6.2 Subcontractors.
All contactors, dealers, and resellers authorized by the Department, as shown on the dedicated Contractor NASPO ValuePoint website, are approved to provide sales and service support to participants in the Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement. The Contractor is fully responsible for satisfactory completion of all subcontracted work. The Department supports diversity in its procurements and contracts, and requests that Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.3 Assignment.
The Contractor will not sell, assign or transfer any of its rights, duties or obligations under the Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract. The Department may assign the Contract to another state agency.

6.4 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department and are not entitled to the benefits of State of Florida employees. The Department will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the Contract.

6.5 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in

a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.6 Information Technology Standards

Pursuant to sections 282.0051 and 282.318, F.S., the Agency for State Technology (AST) is to establish standards for the implementation and management of information technology resources. Vendors agree to cooperate with the state agency in furtherance of the state agency's efforts to comply with AST standards, established in Rule Chapter 74, F.A.C, as applicable.

SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION

7.1 Workers' Compensation Insurance.

To the extent required by law, the Contractor must be self-insured against, or must secure and maintain during the life of the contract, Worker's Compensation Insurance for all its employees connected with the work of this project, and in case any work is subcontracted, the Contractor must require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting contract are covered by the Contractor's insurance program. Self-insurance or insurance coverage must comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract or purchase order and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor must provide, and cause each subcontractor to provide adequate insurance satisfactory to the Department for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance including bodily injury, property damage, product-liability, personal & advertising injury and completed operations. This insurance must provide coverage for all claims that may arise from the services, and operations completed under the Contract and any resulting contract or purchase order, whether such services or operations are by the Contractor or anyone directly or indirectly employed by them. Such insurance must include a Hold Harmless Agreement in favor of the State of Florida and also include the State of Florida as an Additional Named Insured for the entire length of the Contract and any resulting contract or purchase order. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the Contract and any resulting contract or purchase order.

All insurance policies must be with insurers licensed or eligible to transact business in the State of Florida. The Contractor's current certificate of insurance must contain a provision that the insurance must not be canceled for any reason except after thirty (30) days written notice to the Department's Contract Manager.

The Contractors must submit insurance certificates evidencing such insurance coverage prior to execution of a contract with the Department.

The Contractor must require its insurance carrier to add the Department to the insurance policies as an additional insured, as provided below:

Florida Department of Management Services

c/o Division of State Purchasing
4050 Esplanade Way, Suite 36060
Tallahassee, Florida 32399-0950

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY.

8.1 Public Records.
The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S.

Solely for the purposes of this section the contract manager is the agency custodian of public records, unless another is designated per (e), below.

If, under a resulting contract or purchase order, the Contractor is providing services and is acting on behalf of a public agency, as provided by section 119.0701, Florida Statutes. The Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service;

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the contract if the contractor does not transfer the records to the public agency;

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency; and

(e) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

8.2 Protection of Trade Secrets or Confidential Information.
If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must

clearly designate that portion of the materials as "confidential" when submitted to the Department.

If the Department receives a public records request for contract-related materials designated by the Contractor as "confidential," the Department will provide only the portions of the contract-related materials not designated as "confidential." If the requester asserts a right to examine contract-related materials designated as "confidential," the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated "confidential."

If the Department is served with a request for discovery of contract-related materials designated "confidential," the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated "confidential" only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as "confidential" from disclosure.

The Contractor will protect, defend, and indemnify the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as "confidential."

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. Contractor must retain all documents related to the Contract for five years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

SECTION 9. DATA SECURITY AND SERVICES.

9.1 Warranty of Security.
Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida Data to be sent by any medium, transmitted or accessed outside of the United States.

Notwithstanding any provision of this Contract to the contrary, the Contractor must notify the Department as soon as possible, in accordance with the requirements of section 501.171, F.S., and in all events within one (1) business day in the event Contractor discovers any Data is breached, any unauthorized access of Data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of Data or any credible allegation or suspicion of a material violation of the above. This notification is required whether the event affects one agency/customer or the entire population. The notification must be clear and conspicuous and include a description of the following:

(a) The incident in general terms.
(b) The type of information that was subject to the unauthorized access and acquisition.
(c) The type and number of entities who were, or potentially have been affected by the breach.
(d) The actions taken by the Contractor to protect the Data from further unauthorized access. However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

9.2 Remedial Measures.

Upon becoming aware of an alleged security breach, Contractor's Contract Manager must set up a conference call with the Department's Contract Manager. The conference call invitation must contain a brief description of the nature of the event. When possible, a 30 minute notice will be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call will be scheduled. All available information must be shared on the call. The Contractor must answer all questions based on the information known at that time and answer additional questions as additional information becomes known. The Contractor must provide the Department with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a security breach or security incident outside of normal business hours, the Contractor must notify the Department's Contract Manager and in all events, within one business day.

9.3 Indemnification (Breach of Warranty of Security).

The Contractor agrees to defend, indemnify and hold harmless the Department, Customer, the State of Florida, its officers, directors and employees for any claims, suits or proceedings related to a breach of the Warranty of Security. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this warranty for a two year period of time following the breach.

9.4 Annual Certification.

The Contractor is required to submit an annual certification demonstrating compliance with the Warranty of Security to the Department by December 31 of each Contract year.

SECTION 10. GRATUITIES AND LOBBYING.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to subsection 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract, after the Contract execution and during the Contract's term.

SECTION 11. CONTRACT MONITORING.

11.1 Financial Consequences of Non-Performance.

If the corrective action plan is unacceptable to the Department or Customer, or fails to remedy the performance deficiencies, the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the Contract. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Customer for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

SECTION 12. CONTRACT AUDITS.

12.1 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, State of Florida's Chief Financial Officer or the Office of the Auditor General for audit.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 E-Verify.

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five days of notice of Contract award, and provide the Contract Manager a copy of its MOU within five days of Contract execution. The link to E-Verify is provided below. http://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five days to the Contract Manager identifying the new hire with its E-Verify case number.

13.2 Disqualifying Offenses.

If at any time it is determined that a person has a criminal misdemeanor or felony record regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) within the last six years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida Data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related or information technology crimes
(b) Fraudulent practices, false pretenses and frauds, and credit card crimes
(c) Forgery and counterfeiting
(d) Violations involving checks and drafts
(e) Misuse of medical or personnel records
(f) Felony theft

13.3 Communications and Confidentiality.

The Contractor agrees that it will make no statements, press releases, or publicity releases concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, or any particulars thereof, during the period of the Contract, without first notifying the Department's Contract Manager or the Department designated contact person and securing prior written consent. The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and commodities provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

Alternate Contract Source
No. 43230000-NASPO-16-ACS

EXHIBIT B
FLORIDA SPECIAL CONTRACT CONDITIONS

This Exhibit contains the Special Contract Conditions. If a conflict exists between the Special Contract Conditions and the General Contract Conditions, the Special Contract Conditions shall take precedence over the General Contract Conditions unless the conflicting term in the General Contract Conditions is required by Florida law, in which case the General Contract Conditions term will take precedence.

Special Contract Conditions are as follows:

Section 1 Delays and Complaints
Delivery delays and service complaints will be monitored on a continual basis. Documented inability to perform under the conditions of the contract, via the established Complaint to Vendor process (PUR 7017 form), may result in default proceedings and cancellation.

Section 2 Monthly Transaction Fee Report
The Contractor is required to submit monthly Transaction Fee Reports electronically through MFMP VIP. All such reports and payments shall be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions shall constitute grounds for declaring the Contractor in default and subject the Contractor to exclusion from business with the State of Florida.

For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online through MFMP U on the MyFloridaMarketPlace website (located at http://dms.myflorida.com/mfmp). Assistance is also available from the MyFloridaMarketPlace Customer Service Desk at feeprocessing@myfloridamarketplace.com or 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 6:00 PM, Eastern Time.

Section 3 Quarterly Sales Reports
Each Contractor shall submit a sales report to the Department on a Quarterly basis.

Contract Sales Reports must include the Contractor's name, the dates of Quarter covered, each Customer's name, services provided (to include identification of the cloud solution and service model), and the amount paid by the Customer.

Initiation and submission of the Contract Sales Reports are to be the responsibility of the Contractor. The Contractor will submit the completed Sales Report forms by email to the Department Contract Manager no later than the due date indicated in Section 10. Submission of these reports is considered a material requirement of this Contract and the Contractor.

Failure to provide quarterly sales reports, including those indicating no sales, within thirty (30) calendar days following the end of each quarter (January, April, July and October) is considered as Non-Performance by the Contractor. Exceptions may be made if a delay in submitting reports is attributable to circumstances that are clearly beyond the control of the Contractor. The burden of proof of unavoidable delay shall rest with the Contractor and shall be supplied in a written form and submitted to the Department.

The Department reserves the right to request additional sales information as needed.

Section 4 Quarterly Reporting Timeframes
Quarterly reporting timeframes coincide with the State Fiscal Year as follows:

Quarter 1 - (July-September) – Due by October 10
Quarter 2 - (October-December) – Due by January 10
Quarter 3 - (January-March) – Due by April 10
Quarter 4 - (April-June) – Due by July 10

Section 5 Business Review Meetings
The Department reserves the right to schedule business review meetings as frequently as necessary. The Department will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and acceptance. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. Failure to comply with this section may result in the Contractor being found in default and contract termination.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Department of Management Services

Cloud Solutions43230000-NASPO-16-ACS

Contract Details

Effective Period	08/01/2017 through 09/30/2020
Contract Type	Alternate Contract Source
Contract Information	• Contractors How to Use this Contract Pricing
Contract Documents	Participating Addenda Master Agreements
Contract Administration	• Rachel Hardwick 850-922-1214 • rachel.hardwick@dms.myflorida.com
Commodity Codes	UNSPSC-43230000

Description

Description:

This is an Alternate Contract Source (ACS) for Cloud Solutions. This contract offers the following categories: Software as a Service (SaaS), Infrastructure as a Service (IaaS), and Platform as a Service (PaaS).

- This ACS offers customers the best value with multiple vendors to choose from.
- This ACS provides customers with access to technical capabilities that run in cloud environments and meet the NIST Essential Characteristics.
- Offerings are available from direct OEM providers, aggregators, business partners and resellers to provide a full range of cloud based solutions and services.
- Each awarded vendor meets the security requirements for CSA STAR, ISO/IEC 27017, and NIST SP 800-53

Please Note:

Any state agency needing to purchase any of the following services should contact the Division of Telecommunications (DivTel) at DMS: Centrex; Voice over Internet Protocol (VoIP); SUNCOM services; Session Initiation Protocol (SIP) Trunking; Audio Conferencing; Web conferencing; Video Conferencing; Long Distance; Toll-free; and Contact Center. Please contact DivTel for more information: John Starling at 850-410-0004, John.Starling@dms.myflorida.com or Mohammad Amirzadeh, at 850-922-7476, Mohammad.Amirzadeh@dms.myflorida.com.

Please Note:

Azure purchases MUST be made from the Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract (43230000-15-02).

Skip to Main Content

Department of Management Services

Pricing

Carahsoft

CherryRoad Technologies

Callab9, LLC

Deloitte Consulting, LLP

Knowledge Services

SHI
International Corp.

Teradata Government Systems LLC

Unisys

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SHI International Corp.

Contact Information

Name: Nick Grappone
Phone: 732-564-8189
Email: nick_grappone@shi.com
Website: www.shi.com

Expiration
09/15/2026

Inception
09/30/2016

Download Model PA

Description

SHI awarded categories = PaaS, IaaS, and SaaS.

Founded in 1989, SHI is a $7.5 billion global provider of information technology products and services to Corporate, Enterprise, Public Sector and Academic customers of all sizes. From software and hardware procurement to IT asset management and cloud computing, SHI delivers custom IT solutions for every aspect of your environment.

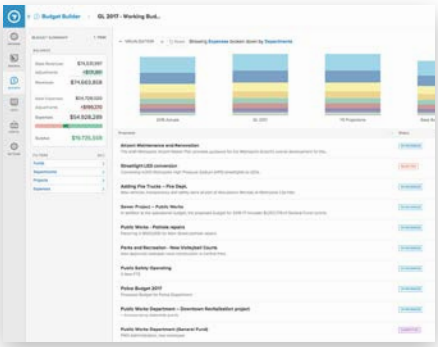
State Participating Addenda

State of Alaska
State of Arizona
State of Arkansas
State of Connecticut
State of Florida
State of Hawaii
State of Kansas
State of Kentucky
State of Louisiana
State of Missouri
State of Montana
State of Nebraska
State of Nevada
State of Utah
State of Virginia
State of Washington

OPENGOV

The OpenGov Cloud™

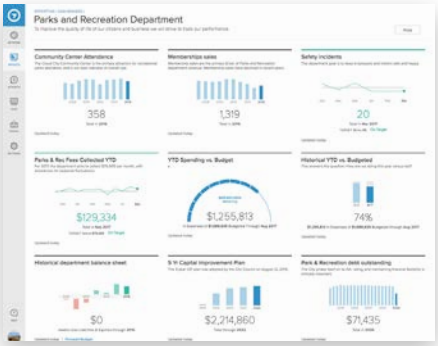
The only easy-to-use, cloud-based solution for public sector budgeting, operational performance, and citizen engagement.



Budgeting and Planning

Streamline your process from budget creation to budget book publication. Free up time to focus on strategy and analysis.

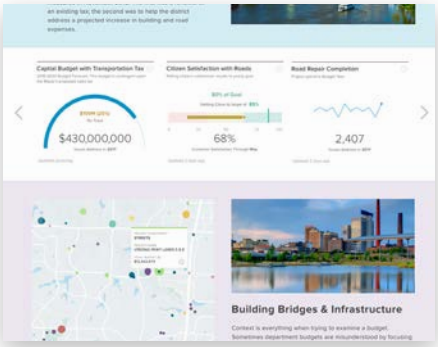
- **Collaborate** across departments to make better budget decisions and recommendations.
- **Create multiple budget scenarios** with easy-to-use, flexible reports and analytics to create stronger fiscal plans.
- **Automate budget book publication** to replace manual and error prone processes.



Operational Performance

Improve decision-making, collaboration, alignment, and outcomes.

- **Consolidate data** from all your systems by connecting them to the OpenGov Cloud™
- **Find answers faster** with easy-to-use visual reporting that transforms complex financial and operational data. Empower everyone in your organization to use data more effectively and make better decisions
- **Improve accountability and performance** with easy-to-build dashboards, KPIs and reports to track progress, keep teams aligned, and build stakeholders trust.

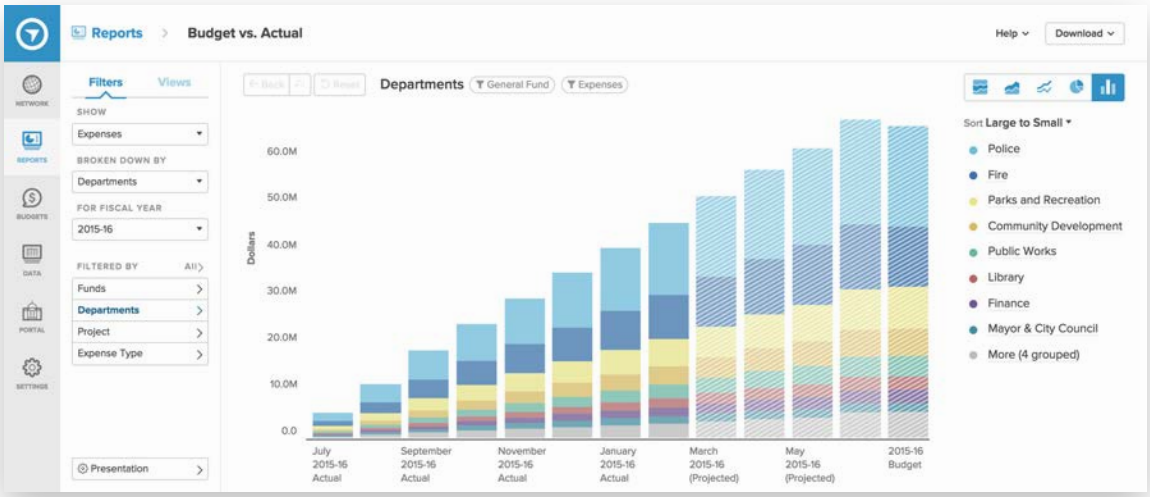


Citizen Engagement

Inform and involve citizens with an easy-to-use solution for sharing information and gathering public feedback.

- **Communicate more clearly** by combining your data with images and narrative context, making it easy to understand.
- **Improve public participation and feedback** by supplementing public hearings with online surverys, virtual town halls, and mobile kiosks.
- **Leverage next-generation open data** built on open-source CKAN to make your data a strategic asset and collaborate with a growing ecosystem of civic innovators.

The OpenGov Cloud™



Budgeting and Planning

"Before OpenGov, we spent many, many nights of trying to crunch and verify numbers. OpenGov has given us back our nights and weekends."

Brian Kidney
Director of Finance
City of Lawrence, KS

Operational Performance

"This ease of use enabled OpenGov to become Allegheny County's base of reporting and its official record. It's our one-stop shop for an honest measure of the truth."

Tony Cholewinski
Assistant to the Deputy Controller of Management Systems
County of Allegheny, PA

Citizen Engagement

"We saved over 90% of our time generating reports, and with OpenGov we can show citizens how we are being fiscally responsible with their tax dollars."

Kimberly Ruesch
Administrative Services Manager
Washington City, UT

The Power of the Network

With over 1,800 governments in the OpenGov Network, easily compare spending, share best practices, and see how other governments address similar challenges.

City of San Rafael, CA

City of Fort Lauderdale, FL

County of Allegheny, PA

County of Harford, MD

County of Wright, MN

City of McKinney, TX

County of Bernalillo, NM

District of Columbia, DC

REQUEST A DEMO

opengov.com • (650) 336-7167 • contact@opengov.com

OPENGOV

Budgeting and Planning

Streamline and transform your budget process from strategic planning through final publication.

50%
Less time to create the budget

1%
Typical re-allocation of total budget to higher priorities

90%
Less time spent on budget reporting

Build your budget in less time

Easily seed the budget by importing last years actuals. Enable finance staff and budget owners to adjust or add proposal line items on their own with a simple and intuitive user interface.

Simplify workforce planning

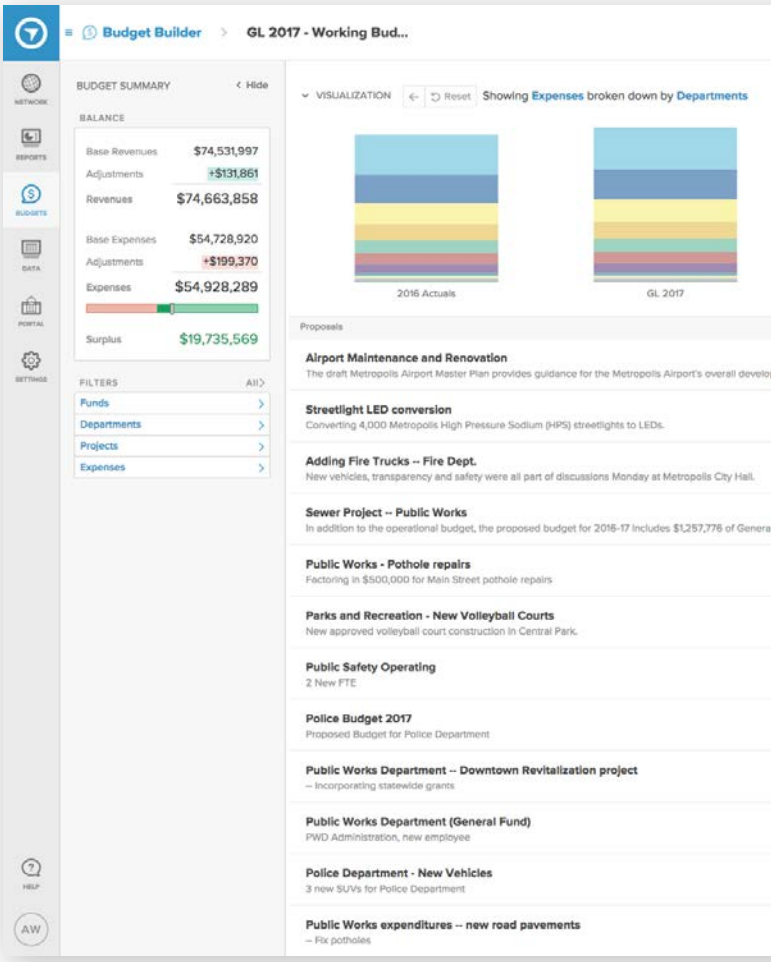
Add new positions and their associated costs with preconfigured templates. Easily review and adjust as needed, with no Excel formula wizardry required. Enter changes once, then apply to all relevant employees.

Collaborate more effectively

Save time and build a better budget by collaborating across departments with a single cloud-based solution. Comment on proposals and engage with colleagues in logged online conversations that won't get lost in your inbox.

Automate budget book publication

Establish a framework for building your budget book faster and more accurately, making the process repeatable and scalable for future cycles.



OPENGOV

Transform Your Budget Process

Budgeting is streamlined with OpenGov's end-to-end budgeting and planning solution. From workforce and multi-year planning, to managing department requests, to creating the official budget document, OpenGov empowers government leaders to make more informed and impactful budgeting decisions.

Improve decision-making

Identify trends, perform "what-if" analysis, and design multiple budget scenarios with less effort. Better understand the impact of proposed budget changes, providing needed context for budget decisions.

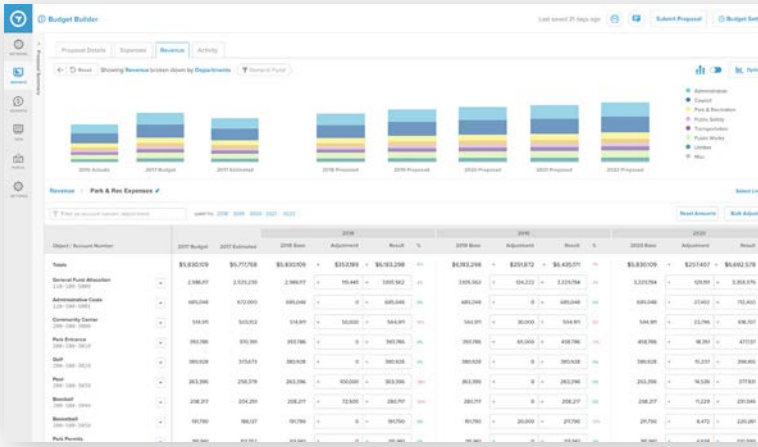
Reduce confusion from spreadsheets and email with online commenting, automated notifications, status reminders, and attached supporting documentation.

Track budget progress

All changes to your budget are instantly reflected in integrated reports. Live budget summaries, proposal status details, and an activity log provide visibility and insight to keep the process on track.

Reduce errors

Use a purpose-built budgeting solution to reduce errors from spreadsheets and manual processes. Consolidate all your budgeting activities to avoid the confusion of long email threads and conflicting versions.



"OpenGov has changed this entire process, giving me back my life and opening up enough time for me to focus on other priorities for the city. Gone are the days of digging around in spreadsheets and enduring lengthy proposal submission cycles"

Connie Maxwell
Budget Director
City of Burnet, TX

The Power of the Network

With over 1,800 governments in the OpenGov Network, easily compare spending, share best practices, and see how other governments address similar challenges.

City of San Rafael, CA

City of Fort Lauderdale, FL

County of Allegheny, PA

County of Harford, MD

County of Wright, MN

City of McKinney, TX

County of Bernalillo, NM

District of Columbia, DC

Security Overview

OPENGOV SECURITY STATEMENT

OpenGov is committed to securing customer data in our platform with robust access controls, encryption, and business processes. We follow industry best practices for securing cloud-based, Software-as-a-Service (SaaS) products and host our software on industry-standard public cloud infrastructure which is broadly accepted by mainstream public and private sector organizations.

Commonly asked security questions follow. Contact OpenGov for more information.

BUSINESS PROCESS AND DATA EXCHANGE

Where is customer data stored?

OpenGov uses Amazon Web Services (AWS) to rent virtual infrastructure which we control and manage over secure connections. These services reside in the United States. AWS has strict controls in place to ensure only OpenGov can access our data. The specific services we use from AWS include EC2, DynamoDB, ElastiCache, RDS, Redshift, and S3. For more information on AWS security, visit https://aws.amazon.com/security/

How is data communicated between the user and the OpenGov platform?

OpenGov uses HTTPS (TLS 1.2) for all communication between the user and the OpenGov platform. HTTPS prevents man-in-the-middle attacks and tampering with the data. TLS 1.2 is the latest security standard for secure computer communication.

How does OpenGov authenticate users?

OpenGov encrypts all passwords with Bcrypt, the industry leading password storage solution. This solution not only encrypts data but also employs methods to defeat brute force attacks. All passwords must be at least 8 characters.

Does OpenGov encrypt data?

OpenGov's databases encrypt at rest with AES 256-bit encryption.

What security compliances does OpenGov adhere to?

We run our platform and manage development through Amazon Web Services (AWS). Once provisioned, AWS no longer has access to our virtual servers. Since our servers are hosted and maintained by AWS, they conform to a variety of leading compliance standards: http://aws.amazon.com/compliance/. OpenGov limits access to AWS to engineers with two-factor authentication.

Who has access to my data?

OpenGov limits data access to within a user's platform. In order to create, update or delete data, users must have an administrative account. Besides administrators, only the OpenGov deployment, support, and engineering team has access to user data.

What type of user access control does OpenGov support?

The OpenGov platform relies on role based accessed control and data sharing by authorized users. We offer three roles for individuals accessing resources on OpenGov: administrator, user, citizen. Certain OpenGov applications allow users to invite others to view, edit and change resources such as individual reports.

1. **Administrators** can provision users, add data, reports and dashboards as well as manage budgets and public portals.
2. **Users** can receive ad-hoc access to manage and view resources like reports or budget items.
3. **Citizens** can view reports published to the public

OpenGov report permissions have four levels:

- **Private** - shared only with the report creator. The report creator can invite individuals from their organization to the report
- **My Organization** - everyone at the account can view the report.
- **The OpenGov Network** - any logged in OpenGov user can view the report.
- **Public** - anyone with a link can view the report.

How is Private Information (PI) or Personally Identifiable Information (PII) or Sensitive Information (SI) handled at OpenGov?

The OpenGov platform restricts report access. Only an authorized customer administrator can release data to the public. Customers are responsible for redacting sensitive information before sharing within OpenGov applications.

How do users report vulnerabilities to OpenGov?

Users should report vulnerabilities to support@opengov.com. Reported vulnerabilities will be confirmed and then fixed, by working with the reporting party and our security advisors, in a timely manner.

What is OpenGov's breach disclosure policy?

OpenGov's breach disclosure policy is to disclose incidents without delay. However, delays may occur due to the nature of the investigation. For example, delays are sometimes required by law enforcement.

What controls does OpenGov exercise over the qualification and performance of their team?

For every employee, OpenGov validates references and runs a comprehensive background check.

APPLICATION CONFIGURATION

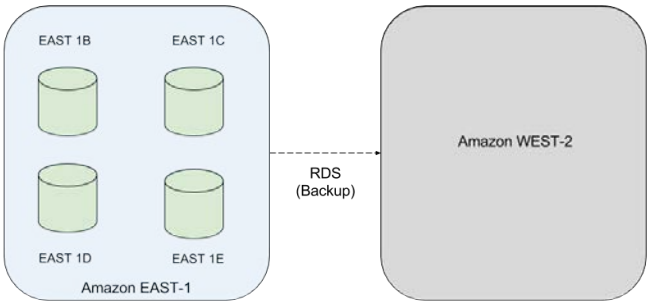
What is OpenGov's hosting hardware and software platform?

OpenGov uses services provided by Amazon Web Services including EC2, DynamoDB, ElastiCache, RDS, Redshift, and S3. We use Chef, Docker, and Kubernetes for application configuration management and run on of Linux with up-to-date security patches.

How does OpenGov release software?

OpenGov engineering uses an Agile development process, which is an industry best practice. This process involves decomposing development into sprints measured in weeks. Following automated and manual testing, software is released to production after one or more sprints.

DATA RETENTION AND BACKUP



What is OpenGov's backup and disaster recovery plan?

To backup data and our services, OpenGov takes daily snapshots of our entire database using Amazon's RDS service. These snapshots are stored in multiple data-centers and in a back-up region (AWS WEST-2). All raw data is backed up on Amazon S3 as well.

In the event of losing data due to a software failure, OpenGov will restore from the last saved snapshot. This is a simple and reversible operation on AWS. All raw uploads are preserved on S3 and are recoverable at any point in time.

To avoid datacenter or server disruptions, OpenGov relies on Amazon's multi-availability zones to ensure that we can continue operations in case of a datacenter or server failure. We host our production servers and databases in Amazon's EAST-1 region. This region has multiple zones, each with its own datacenter. Across these zones, data is continuously replicated. Every twenty-four hours, a snapshot is sent to Amazon's WEST-2 region for backups.

In the case of a server or datacenter failure within a region, Amazon's multi-availability zones ensure that OpenGov can continue operations. This service performs real-time replication to separate data-centers. If a

data-center goes down due to a natural or man-made disaster or hardware fault, OpenGov is automatically switched to a replicated database immediately limiting data loss to a few seconds.

In case of a failure across the entire region, we will manually switch to another Amazon region. This may take several hours.

What is the data backup retention period?

Seven days.

AUDITING

What are the policies and procedures for logging, authentication, authorization and password management events (successful login, unsuccessful login, etc.) including how long this information is kept and who has access to the log data?

OpenGov collects logs for all events described, and stores them securely in AWS. Log data is retained for at least 60 days.

What logs does OpenGov collect?

- Application and services logs that identify transactions have been performed, at what time, by whom, and on what data.
- Change management logs that identify deployments and updates to OpenGov's business environment, including software.
- Operating system logs.

Updated October 2017

17	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

2/19/2019

BCC MEETING DATE

TO: **Michael D. Wanchick, County Administrator** **DATE:** **January 10, 2019**

FROM: **Jaime Locklear, Purchasing Manager** **PHONE:** **904 209-0158**

SUBJECT OR TITLE: **Misc 19-39; Purchase of One (1) New Caterpillar 926M Wheel Loader for the Solid Waste Division**

AGENDA TYPE: **Consent Agenda, Contract, Resolution**

BACKGROUND INFORMATION:

The FY 2019 Budget includes a heavy equipment allocation for the Solid Waste Division. New or replacement vehicles/equipment are vetted through Fleet Management, Office of Management and Budget (OMB), and the Board of County Commissioners as part of the budget process. As part of the FY 2019 Budget process, the Solid Waste Division has budgeted for the purchase of one (1) New Caterpillar 926M Wheel Loader. This piece of equipment is available for purchase under the Florida Sheriff's Association Contract No: FSA18-VEH16.0 ("Contract") at a total price of $196,156.00. Ring Power Corporation is the authorized supplier of this equipment. Staff recommends that the County purchase one (1) New Caterpillar 926M Wheel Loader from Ring Power Corporation at a total price of $196,156.00, subject to the terms and conditions contained in the Florida Sheriff's Association Contract No. FSA18-VEH16.0.

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

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE: Solid Waste Postclosure Care - Equipment (4399-56400)

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2019-_____, authorizing the County Administrator, or designee, to execute a purchase order for one (1) New Caterpillar 926M Wheel Loader at a total price of $196,156.00 from Ring Power Corporation, subject to the terms and conditions of the Florida Sheriff's Association Contract No. FSA18-VEH16.0.

For Administration Use Only:
Legal: RDR 2/6/2019 **OMB: WS 2/6/2019** **Admin: DML 2/11/2019**

RESOLUTION NO. 2019 -_____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO PURCHASE AND TO EXECUTE A PURCHASE ORDER FOR ONE (1) NEW CAPTERPILLAR 926M WHEEL LOADER FOR THE SOLID WASTE DIVISION

RECITALS

WHEREAS, the County seeks to purchase one (1) New Caterpillar 926M Wheel Loader for the Solid Waste Division; and

WHEREAS, in accordance with section 302.6.5.4 of the St. Johns County Purchasing Manual, entitled "Piggyback or Cooperative Purchasing", the County is authorized make said purchase subject to the terms and conditions of Florida Sheriff's Association Contract #FSA18-VEH16.0 ("Contract"); and

WHEREAS, purchase of the equipment will be funded by the Solid Waste Division; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the Contract and finds that entering into the Contract for purchase of the loader serves a public purpose.

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 purchase one (1) New Caterpillar 926M Wheel Loader.

Section 3. In accordance with the terms and conditions of the Contract, the County Administrator, or designee, is further authorized to execute a purchase order in the amount of $196,156.00 for the purchase of one (1) New Caterpillar 926M Wheel Loader from Ring Power Corporation.

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 _____, 2019.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By:_____
Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk

By:_____
Deputy Clerk

Protecting, Leading & Uniting...since 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519
p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org

Date: October 1, 2018

To: All Perspective Participants

From: Steve Casey, Executive Director
Sarrah Glassner, Deputy Executive Director
Annette Grissom, CPP Manager
Lisa Gregor, CPP Coordinator

Re: Contract Number FSA18-VEH16.0 Cabs & Chassis Trucks and Heavy Equipment

We are pleased to announce that the Florida Sheriffs Association Cooperative Purchasing Program has successfully completed its 16th nationwide cooperative bid for heavy duty trucks and equipment. This contract is in effect beginning October 1, 2018 through September 30, 2019.

This year's bid includes 83 specifications and 356 makes and models. It offers cab and chassis trucks, loaders, bulldozers, lawn mowers, generators and much more.

The competitive process for this award began in February 2018, when stakeholders were surveyed regarding procurement needs. Specifications were developed based on prior year activity and new additions were added based on survey results and the Fleet Advisory Committee's review of commodities.

On May 8, 2018, a direct notification was sent to 521 prospective bidders to register for qualification to participate in the bid process. An advertisement of the Invitation to Bid was placed within the Florida Administrative Weekly on May 14, 2018 and again on May 29, 2018. From this ITB, 121 bidders responded to the pre-bid meeting registration. Of these respondents, 86 submitted bids and 81 qualified, responsive bidders were awarded after a review by the FSA Fleet Advisory Committee.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions to procure this contract.

Contract prices are extended and guaranteed to any local government or political subdivision of the state, public educational institutions, other public agencies or authorities with the State of Florida, and entities approved by the manufacturer to participate in this contract.

Out of state sales are permitted under this contract. All purchasers are bound by their local governing purchasing ordinances, rules and regulations.

All awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

List of Awards for FSA18-VEH16.0 Cabs & Chassis Trucks and Heavy Equipment:

ACF Standby Systems LLC
Alamo Industrial
Alan Jay Chevrolet Buick GMC Cadillac
Alan Jay Chrysler Jeep Dodge of Wauchula
Alan Jay Ford Lincoln
ARS Powersports
AutoNation CDJR Pembroke Pines
Bandit Industries, Inc.
Bay Dodge Chrysler Jeep Ram
Bobcat Company
Bozard Ford
Broyhill Manufacturing Company
Choo Choo Lawn Equipment
Coggin Ford
Container Systems & Equipment
Cowin Equipment
Creel Tractor
Cub Cadet
DeLand Truck Center
Dobbs Equipment LLC
Doosan
Duval Ford
Earthmovers Construction Equipment, LLC
Environmental Products of Florida
Everglades Equipment Group
Federal Contracts Corp
Flagler Construction Equipment
Four Star Freightliner
Futch's Tractor Depot
Garber Chrysler
Garber Ford
General GMC
GHC Motorsports
Godwin Pumps of America
Great Southern Equipment
Hale Trailer Brake & Wheel, Inc
Holland Pump Company
Humdinger Equipment
Isuzu Truck of Ocala
IT-S
Jeffrey Allen, Inc.
Kelly Tractor Co
Kenworth of Central Florida

Kenworth of Jacksonville
Kenworth of South Florida
L J Power
Lou Bachrodt Freightliner
Maudlin International Trucks
Menzi USA Sales, Inc.
Mid Florida Diesel, Inc
Morbark LLC
Nextran
Orlando Freightliner
Palm Truck Center
Palmetto Truck Center
Pantropic Power
Pat's Pump & Blower
Rechtien International Trucks, Inc.
Ridge Equipment Co., Inc.
Ring Power Corporation
Rush Truck Center - Tampa
Sarasota Fun Machines
Sewer Equipment
Southern Sewer Equipment Sales
Southern States ToyotaLift
Southport Truck Group
Stingray Chevrolet LLC
Sun State International Trucks, LLC
Terrain King
Texas Trailers Sales and Service
Thompson Pump, Inc.
Tradewinds Power
Trekker Tractor
Truckmax Isuzu
Truckmax, Inc
Trucks & Parts of Tampa, LLC
United Rentals (North America), Inc.
Ventrac
Vermeer Southeast
Weedoo
Zabatt

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

3.0 CU YD WHEEL LOADER (Z-BAR LINKAGE BUCKET - PARALLEL ARM OPTION)
SPECIFICATION #33

2019 Caterpillar 926 M

The Caterpillar 926 M purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$139,837.00	$139,837.00	$139,837.00	$134,973.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	926 M			
DEALER:	Ring Power Corporation	Ring Power Corporation	Ring Power Corporation	Kelly Tractor Co
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$139,837.00	$139,837.00	$139,837.00	$134,973.00

Order Code	Delete Options	Western & Northern & Central	Southern
457-1488 [1] 918 [2]	Downgrade model - specify *DOWNGRADE TO 918M, BASE MACHINE ONLY* [1] *BASE 918 WHEEL LOADER W/FREIGHT & PREP ONLY* [2]	($39,711.00)[1]	($39,464.00)[2]
	Downgrade model - specify		
	Downgrade model - specify		
	Downgrade model - specify		
	Delete cab and A/C	NA	NA
	Optional equipment delete - specify		
	Optional equipment delete - specify		
	Optional equipment delete - specify		

Order Code	Add Options	Western & Northern & Central	Southern
	Upgrade to minimum 180 hp 4.0 cu. yd. wheel loader with/23.5R25 LD radial tires	NA	
430-2806 [1] 930 [2]	Model upgrade - specify *UPGRADE TO 930M, BASE MACHINE ONLY* [1] *BASE 930 WHEEL LOADER W/FREIGHT & PREP ONLY* [2]	$842.00[1]	($1,914.00)[2]
430-2807 [1] 938 [2]	Model upgrade - specify *UPGRADE TO 938M, BASE MACHINE ONLY* [1] *BASE 938 WHEEL LOADER W/FREIGHT & PREP ONLY* [2]	$22,820.00[1]	$17,728.00[2]
468-0900 [1]	Model upgrade - specify *UPGRADE TO 950GC, BASE MACHINE ONLY* [1]	$55,387.00[1]	
464-2600 [1]	Model upgrade - specify *UPGRADE TO 950M, BASE MACHINE ONLY* [1]	$96,472.00[1]	
464-2610 [1]	Model upgrade - specify *UPGRADE TO 962M, BASE MACHINE ONLY* [1]	$110,376.00[1]	
361-1910 [1]	Model upgrade - specify *UPGRADE TO 966M, BASE MACHINE ONLY* [1]	$188,840.00[1]	
357-8901 [1] 522-9071 [2]	20.5R25 Radial L3 tires *TIRES, 20.5R25 BS VJT * L3* [1] *TIRES, 20.5R25 TL BRAWLER, SM* [2]	$11,134.00[1]	$28,199.00[2]
430-2823 [1]	Third spool valve/control lever *HYD,3V,COUPLER READY,STD LIFT* [1]	$1,757.00[1]	
	Manual quick hitch coupler system	NA	
430-2977 [1] 430-2977 [2]	Hydraulic quick hitch coupler system *QUICK COUPLER, FUSION* [1] *QUICK COUPLER, FUSION* [2]	$2,752.00[1]	$2,815.00[2]

VEHICLE:	926 M				
DEALER:	Ring Power Corporation	Ring Power Corporation	Ring Power Corporation	Kelly Tractor Co	
ZONE:	Western	Northern	Central	Southern	
BASE PRICE:	$139,837.00	$139,837.00	$139,837.00	$134,973.00	

423-7201 [1] 423-7202 [2]	Air ride seat *SEAT, DELUXE* [1] *SEAT, PREMIUM* [2]	$702.00[1]	$1,581.00[2]
333-1369 [1] 333-1369 [2]	AM/FM weather band radio *RADIO, CD, DELUXE* [1] *RADIO, CD, DELUXE* [2]	$632.00[1]	$632.00[2]
	Parallel arm "Tool Carrier" system	NA	
	No spin	NA	
333-6526 [1] 333-6526 [2]	Limited slip *DIFFERENTIAL, LIMITED SLIP REAR* [1] *DIFFERENTIAL, LIMITED SLIP REAR* [2]	$2,003.00[1]	$2,003.00[2]
362-0902 [1] 360-3300 [2]	Multi-purpose attachments - specify *BUCKET-MP, 2.7 YD3* [1] *ARM, MATERIAL HANDLING* [2]	$18,708.00[1]	$2,297.00[2]
345-2750 [2]	Multi-purpose attachments - specify *FORK, 72" CONSTRUCTION* [2]		$7,081.00[2]
	Multi-purpose attachments - specify		
	Multi-purpose attachments - specify		
	Multi-purpose attachments - specify		
430-2865 [1] 25% DISCOUNT [2]	Optional equipment - specify *ENVIRONMENT, MEDIUM DEBRIS* [1] *25% DISCOUNT OFF LIST PRICE ON CAT WHEEL LOADER MODELS 918,926 & 938. 27% DISCOUNT ON MODEL 930. 16% DISCOUNT ON CAT WORK TOOLS.*[2]	$1,651.00[1]	[2]
430-2875 [1] 430-2823 [2]	Optional equipment - specify *ENVIRONMENT, HIGH DEBRIS* [1] *HYD, 3V, COUPLER READY, STD LIFT* [2]	$2,546.00[1]	$1,757.00[2]
521-3601 [1] 430-2853 [2]	Optional equipment - specify *UPGRADE TO 926M DCA1* [1] *HYD, 3V, COUPLER READY, HIGH LIFT* [2]	$11,287.00[1]	$5,976.00[2]
521-3602 [1] 430-2997 [2]	Optional equipment - specify *UPGRADE TO 926M DCA2* [1] *STEERING, STANDARD, DUAL MODE* [2]	$15,014.00[1]	$772.00[2]
521-3603 [1] 430-2865 [2]	Optional equipment - specify *UPGRADE TO 926M DCA3* [1] *ENVIRONMENT, MEDIUM DEBRIS* [2]	$21,450.00[1]	$1,651.00[2]
521-3244 [1] 430-2875 [2]	Optional equipment - specify *CAB, DELUXE* [1] *ENVIRONMENT, HIGH DEBRIS* [2]	$1,980.00[1]	$2,546.00[2]
488-1113 [1] 521-3244 [2]	Optional equipment - specify *LIGHTS, AUX HALOGEN* [1] *CAB, DELUXE* [2]	$258.00[1]	$1,980.00[2]

VEHICLE:	926 M				
DEALER:	Ring Power Corporation	Ring Power Corporation	Ring Power Corporation	Kelly Tractor Co	
ZONE:	Western	Northern	Central	Southern	
BASE PRICE:	$139,837.00	$139,837.00	$139,837.00	$134,973.00	

488-1114 [1] 423-7201 [2]	Optional equipment - specify *LIGHTS, AUX LED* [1] *SEAT, DELUXE* [2]	$602.00[1]	$702.00[2]
366-6911 [1] 494-7970 [2]	Optional equipment - specify *TIRES, 60.5X10.5X21 FLEX SMOOTH* [1] *LIGHTS, AUX LED PREMIUM* [2]	$27,620.00[1]	$652.00[2]
430-2859 [1] 467-7988 [2]	Optional equipment - specify *RIDE CONTROL* [1] *COUNTERWEIGHT, LOGGER/AGG* [2]	$2,652.00[1]	$2,306.00[2]
377-5635 [1] 430-2859 [2]	Optional equipment - specify *CAMERA, REAR VIEW* [1] *RIDE CONTROL* [2]	$702.00[1]	$2,652.00[2]
349-8165 [1] 377-5635 [2]	Optional equipment - specify *GUARD, POWERTRAIN, LOWER* [1] *CAMERA,REAR VIEW* [2]	$915.00[1]	$1,055.00[2]
425-1425 [1] 377-5660 [2]	Optional equipment - specify *GUARD, POWERTRAIN, SIDE* [1] *DETECTION, OBJECT (RADAR* [2]	$356.00[1]	$2,306.00[2]
349-8163 [1] 333-1425 [2]	Optional equipment - specify *GUARD, CRANKCASE* [1] *WARNING, BEACON, LED STROBE* [2]	$629.00[1]	$174.00[2]
DISCOUNT [1] 454-5890 [2]	Optional equipment - specify *25% DISCOUNT OFF OF 926M & 918M; 26% DISCOUNT OFF OF 930M; 27% DISCOUNT OFF OF 938M; 21% DISCOUNT OFF OF 950GC; 18% DISCOUNT OFF OF 950M & 962M; 22% DISCOUNT OFF OF 966M. DISCOUNTS APPLY TO ALL OEM NON-SPECIFIED OPTIONS. 16% DISCOUNT ON ALL CAT WORK TOOLS*[1] *AUTOLUBE* [2]	[1]	$4,319.00[2]
	Temporary tag		
	Transfer existing registration (must provide tag number)		
	New state tag (specify state, county, city, sheriff, etc.)		
SERVICE [1] 3YR/3000HR PM PKG [2]	Maintenance Plan - specify *PREVENTATIVE MAINTENANCE CONTRACTS ARE AVAILABLE. TOTAL MAINTENANCE AND REPAIR CONTRACTS ARE AVAILABLE.* [1] *PREVENTATIVE MAINTENANCE FOR 3 YRS OR 3000 HRS AT 500 HR OR 6 MONTH INTERVALS, PKG INCLUDES 6 TOTAL PM'S* [2]	[1]	$6,621.00[2]
5YR/5000HR PM PKG [2]	Maintenance Plan - specify *PREVENTATIVE MAINTENANCE FOR 5 YRS OR 5000 HRS AT 500 HR OR 6 MONTH INTERVALS, PKG INCLUDES 10 TOTAL PM'S* [2]		$11,729.00[2]
	Warranty - specify *3 YEAR / 5,000 HOUR PREMIER. PREMIER WARRANTY IS AVAILABLE FOR ALL UPGRADED AND DOWNGRADED MACHINES.* [1]	$3,614.00[1]	
	Warranty - specify *5 YEAR / 7,500 HOUR POWERTRAIN. POWERTRAIN WARRANTY IS AVAILABLE FOR ALL UPGRADED AND DOWNGRADED MACHINES.* [1]	$2,593.00[1]	

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

3.0 CU YD WHEEL LOADER (Z-BAR LINKAGE BUCKET - PARALLEL ARM OPTION)
SPECIFICATION #33

2019 Caterpillar 926 M

(Alternate Dealer Option)

The Caterpillar 926 M purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	-- No bid --	-- No bid --	-- No bid --	-- No bid --

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	926 M (ALTERNATE DEALERS)			
DEALER:				
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	-- No bid --	-- No bid --	-- No bid --	-- No bid --

Order Code	Delete Options	All Zones
	Downgrade model - specify	
	Downgrade model - specify	
	Downgrade model - specify	
	Downgrade model - specify	
	Delete cab and A/C	
	Optional equipment delete - specify	
	Optional equipment delete - specify	
	Optional equipment delete - specify	

Order Code	Add Options	All Zones
	Upgrade to minimum 180 hp 4.0 cu. yd. wheel loader with/23.5R25 LD radial tires	
	Model upgrade - specify	
	Model upgrade - specify	
	Model upgrade - specify	
	Model upgrade - specify	
	Model upgrade - specify	
	Model upgrade - specify	
	20.5R25 Radial L3 tires	
	Third spool valve/control lever	
	Manual quick hitch coupler system	
	Hydraulic quick hitch coupler system	
	Air ride seat	
	AM/FM weather band radio	
	Parallel arm "Tool Carrier" system	
	No spin	
	Limited slip	
	Multi-purpose attachments - specify	
	Multi-purpose attachments - specify	
	Multi-purpose attachments - specify	
	Multi-purpose attachments - specify	
	Multi-purpose attachments - specify	
	Optional equipment - specify	
	Optional equipment - specify	
	Optional equipment - specify	
	Optional equipment - specify	

VEHICLE:	926 M (ALTERNATE DEALERS)			
DEALER:				
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	-- No bid --	-- No bid --	-- No bid --	-- No bid --

	Optional equipment - specify	
	Optional equipment - specify	
	Optional equipment - specify	
	Optional equipment - specify	
	Optional equipment - specify	
	Optional equipment - specify	
	Optional equipment - specify	
	Optional equipment - specify	
	Optional equipment - specify	
	Optional equipment - specify	
	Optional equipment - specify	
	Temporary tag	
	Transfer existing registration (must provide tag number)	
	New state tag (specify state, county, city, sheriff, etc.)	
	Maintenance Plan - specify	
	Maintenance Plan - specify	
	Warranty - specify	
	Warranty - specify	

Ring Power Corporation
500 World Commerce Parkway
St. Augustine, FL 32092

QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

Quote Prepared For:
St Johns County

1/9/2019

(1) NEW CATERPILLAR 926M WHEEL LOADER

CONTRACT DETAILS

Florida Sheriff's Association
Bid # FSA18-VEH16.0
Specification # 33, 3.0 Cu. Yd. Wheel Loader and Options
Effective Dates: October 1, 2018 Through September 30, 2019

BASE MACHINE

BASE	Caterpillar 926M Per Sheriff's Contract Specifications	$139,837
	TOTAL OF BASE MACHINE	**$139,837**

MACHINE SPECIFICATIONS

430-2943	PREP PACK, UNITED STATES
430-2821	HYD,2V,PIN-ON,STD LIFT
430-2996	STEERING, STANDARD
333-6528	DIFFERENTIAL, OPEN REAR
430-2855	ENVIRONMENT, STANDARD
454-0609	WEATHER, STANDARD
430-3038	ENGINE - AR
423-7152	CAB, STANDARD
423-7200	SEAT, STANDARD
488-1112	LIGHTS, STD HALOGEN
342-0130	RADIO, READY
454-0589	PRODUCT LINK, CELLULAR PL641
366-6895	TIRES, 20.5R25 MX XTLA * L2
366-8148	FENDERS, STANDARD
348-2579	COUNTERWEIGHT, HEAVY
0P-2491	KIT,SERIALIZED TECHNICAL MEDIA
345-2824	BUCKET, GP, 3.2YD3 PO
8E-4566	CUTTING EDGE, BOLT ON(4 PIECE)

SPECIFIED OPTIONS

333-1369	RADIO, CD, DELUXE	$632
521-3244	CAB, DELUXE, A/C	$1,980
377-5635	CAMERA, REAR VIEW	$702
349-8165	GUARD, POWERTRAIN, LOWER	$915
425-1425	GUARD, POWERTRAIN, SIDE	$356
349-8163	GUARD, CRANKCASE	$629
488-1113	LIGHTS, AUX HALOGEN	$258
430-2823	HYD,3V,COUPLER READY,STD LIFT	$1,757
430-2977	QUICK COUPLER, FUSION	$2,752
	TOTAL OF SPECIFIED OPTIONS	**$9,981**

NON-SPECIFIED OPTIONS

349-7940	GUARD, DRIVESHAFT	$605
	LESS 25% SHERIFF'S CONTRACT DISCOUNT	($151)
	TOTAL OF NON-SPECIFIED OPTIONS	**$454**

CAT WORK TOOLS

345-2824	BUCKET, GP, 3.2YD3, PO	($9,033)
345-2784	BUCKET, GP, 3.2YD3, FUS	$9,340
345-2750	FORK, 72" CONSTRUCTION	$10,640
	SUBTOTAL	$10,947
	LESS 16% SHERIFF CONTRACT DISCOUNT	($1,752)
	TOTAL OF CAT WORK TOOLS	**$9,195**

NON CONTRACT OPTIONS

	ROCKLAND BRUSH HANDLING GRAPPLE RAKE	$22,180
	LESS 3% ROCKLAND DISCOUNT	($665)
	LINCOLN AUTOMATIC LUBE SYSTEM	$8,500
	60 MONTH / 2500 HOUR PREMIER WARRANTY	$3,060
	2500 HR PREVENTATIVE MAINTAINANCE PROGRAM	$4,694
	TOTAL OF NON CONTRACT OPTIONS	**$37,769**

	SUB TOTAL	$197,236
	LESS ONE TIME ADDITIONAL DISCOUNT	($1,080)
	TOTAL TRANSACTION PRICE	**$196,156**

Best regards,

Shaun Mitchell
Sales Representative
Ring Power Corporation

18	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

2/19/2019

BCC MEETING DATE

TO: **Michael D. Wanchick, County Administrator** **DATE:** **January 25, 2019**

FROM: **Jaime Locklear, Purchasing Manager** **PHONE:** **904 209-0158**

SUBJECT OR TITLE: **18-14 - Change Order #1 to Task Order #9; Additional Drainage Improvements on Chestnut Court**

AGENDA TYPE: **Consent Agenda, Contract, Resolution**

BACKGROUND INFORMATION:

On January 31, 2018, the County entered into a task order based continuing services contract with A.W.A. Contracting Company, Inc through Bid No: 18-14; Countywide Roadway Drainage & Infrastructure Maintenance. The contract requires approval by the Board of County Commissioners for issuance of all task orders greater than $200,000. On November 15, 2018, the County issued a task order to A.W.A. Contracting Company, Inc. for the replacement of two hundred ten (210) feet of existing drainage pipe for drainage improvements at Chestnut Court in the amount of $59,310.50. When construction began, it was discovered that the extent of the failing underdrain was much worse than originally anticipated, based on the available as-builts. The Engineering Dept. has requested a change order to increase Task Order No. 9 for the additional replacement eight hundred thirty-five (835) feet of failing underdrain for drainage improvements on Chestnut Court, which will total $157,268.25. The change order will be funded through the FY 2019 Pavement Management Work Plan. The unit prices in the change order proposal submitted by A.W.A. Contracting Company, Inc., which total $157,268.25, were compared to those of the three other firms under contract through Bid No: 18-14, and found to be the lowest. Staff recommends approval to issue this Change Order #1 to Task Order #9 for completion of the drainage improvements on Chestnut Court. The work shall be completed by or before March 31, 2019.

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

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE: Transportation Capital Projects - Improvements Other Than Buildings (1114-56301-5239-56301)

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2019-_____, authorizing the County Administrator, or his designee, to execute Change Order #1 to Task Order #9 with A.W.A. Contracting Company, Inc. under Bid No. 18-14; Countywide Roadway Drainage & Infrastructure Maintenance (Master Contract No: 17-MCC-AWA-08972) in the amount of $157,268.25 to complete drainage improvements on Chestnut Court.

For Administration Use Only:
Legal: RDR 2/6/2019 **OMB: WS 2/6/2019** **Admin: DML 2/11/2019**

RESOLUTION NO. 2019 -___

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO APPROVE A.W.A. CONTRACTING COMPANY, INC CHANGE ORDER NO. 1 TO TASK ORDER NO. 9 FOR ADDITIONAL DRAINAGE IMPROVEMENTS ON CHESTNUT COURT UNDER BID NO. 18-14 (MASTER CONTRACT NO. 17-MCC-AWA-08972)

RECITALS

WHEREAS, On January 31, 2018, the County entered into a task order based continuing services contract with A.W.A. Contracting Company, Inc; and;

WHEREAS, the contract requires approval from the St. Johns County Board of County Commissioners on all task orders greater than $200,000; and;

WHEREAS, On November 15, 2018, the County issued Task Order No. 9 to A.W.A. Contracting Company, Inc for the replacement of two hundred ten (210) feet of existing drainage pipe for drainage improvements on Chestnut Court in the amount of $59,310.50; and;

WHEREAS, the Engineering Dept. has a need to issue a Change Order to Task Order No. 9 to A.W.A. Contracting Company, Inc for the replacement of additional eight hundred thirty-five (835) feet of failing underdrain for drainage improvements on Chestnut Court, which will total and additional $157,268.25; and;

WHEREAS, the change order will be funded through the FY 2019 Pavement Management Work Plan; and;

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed change order (attached hereto, an incorporated herein) and finds that executing the change order to complete the work services serves a public purpose; and;

WHEREAS, the change order will be in substantial conformance with the attached draft change order.

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 issue a change order to task order no. 9 to A.W.A. Contracting Company, Inc to provide the services set forth therein.

Section 3. The County Administrator, or designee, is further authorized to execute a change order 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 the task order.

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 _____, 2019.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By:_____
Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk

By:_____ Deputy Clerk

CONTRACT CHANGE ORDER NO: 01 TO TASK ORDER NO: 09

Bid No: 18-14; Countywide Roadway Drainage & Infrastructure Maintenance
Master Contract No: 17-MCC-AWA-08972
Original Contract Date: January 31, 2018

Contractor: **A.W.A. Contracting Co., Inc**
P.O. Box 601009
Jacksonville, FL 32260

Date: January 18, 2019
Project: Additional Drainage Improvements on Chestnut Court

SCOPE OF WORK:
Change Order #01 is hereby issued to increase the value of Task Order No: 09 by one hundred fifty-seven thousand two hundred sixty-eight dollars and twenty-five cents ($ 157,268.25), for replacement of additional 835 feet of failing underdrain on Chestnut Court for drainage improvements, as provided by A.W. A. Contracting Co., Inc. ("Contractor"), in the submitted proposal, dated January 16, 2019.

PAYMENT TERMS:

Original Contract Value (Contract Sum)	$	59,310.50
Net Change by previously authorized Change Orders	$	0.00
The (Contract Sum) prior to this Change Order	$	59,310.50
The (Contract Sum) will be increased in the amount of	$	157,268.25
The revised (Contract Sum) including this Change Order is now	$	216,578.75

SCHEDULE:

The Contract Time will be unchanged as provided below:
Original NTP: 11/15/2018 + 136 consecutive calendar days = 03/31/2019 Final Completion.

The County shall issue a Notice to Proceed to the Contractor upon receipt of a recorded Public Construction Bond for the value of the revised Contract Sum per this Contract Change Order.

Acceptance of this Change Order shall constitute a modification to the Task Order No: 09 and shall be performed in accordance with all of the same terms and conditions of the Master Contract. The adjustment, if any, to the Master Contract shall constitute a full and final settlement of any and all claims arising out of or related to the Changes set forth herein, including claims of impact and delay costs. This Contract Change Order is not valid until signed by the County and the Contractor.

A.W.A. Contracting Co., Inc.		**St. Johns County, Florida**	
Representative Signature:		Representative Signature:	
Printed Name & Title:		Printed Name & Title:	Jaime T. Locklear, MPA, CPPO, CPPB, FCCM Purchasing Manager
Date:		Date:	

All terms and conditions of the above-referenced Master Contract dated January 31, 2018 remain in full force and effect. All invoices must reference Task Order #09. By approving this task order, the SJC Dept is certifying the availability of funds for this. Do not approve/process this task order until funds are available in the appropriate line item.

CONTRACTING CO., INC.
PO Box 601009 Jacksonville, FL 32260
904-262-4157 904 880-4175

January 16, 2019

St. Johns County
Attn: Joan Anderson & Doug Tarbox
2740 Industry Center Rd.
St. Augustine, FL. 32084

Subject: Chestnut Court Change Order #1

Mrs. Anderson & Mr. Tarbox,

Please find attached estimate 834 for Chestnut Court. We will place MOT. Clearing and grubbing will begin. The unclassified excavation will be hauled off. We will remove pipe, asphalt, curb and gutter. We will remove structures. Place Type C inlet with pour in place wing walls, backfill with flowable fill and then install 6" Underdrain with 2'X 2' rock bed, backfill with backfill with Limerock. Replace the asphalt, and city standard curb and gutter. We will dress roadway shoulders and sod. We will then remove all MOT.

Any additional information will be provided upon request.

Sincerely,

Wendy Wendler

Wendy Wendler
Office Manager
A.W.A. Contracting Co., Inc.

A.W.A. Contracting Co., Inc.

Jacksonville, Florida 32260

Phone # (904) 262-4157 wendy@awacontractingcoinc.com

Fax # (904) 880-4175

Estimate

Date	Estimate #
1/16/2019	834

Name / Address
St. Johns County 500 San Sebastian View St. Augustine, FL 32084

Financial Proj #	Project	Contract #
Due on receipt	CO #1 Chstnt	18-14

Item Number	Description	Unit	Qty	Unit Cost	Total
18-14-1	Pipe Removal (12" to 15")	LF	835	12.00	10,020.00
18-14-46	Special Headwall Removal	EA	5	1,125.00	5,625.00
18-14-47	Inlet Structure Removal	EA	4	550.00	2,200.00
18-14-92	Concrete Removal (0" to 6")	SY	220	15.00	3,300.00
18-14-93	Curb and Gutter Removal	LF	835	20.00	16,700.00
18-14-114	Clearing and Grubbing	AC	1	4,550.00	4,550.00
18-14-115	Unclassified Excavation/ Unsuitable w/Hauloff	CY	120	15.60	1,872.00
18-14-118	Roadway Shld. Regrading (>6' Wide)	LF	835	5.20	4,342.00
18-14-126	Asphalt Pavement Removal 0 to 6"	SY	185	13.00	2,405.00
18-14-97	Installation of 6" Concrete Sidewalk	SY	220	35.50	7,810.00
18-14-98	Installation of County Standard Curb and Gutter	LF	835	17.65	14,737.75
18-14-129	Asphalt Patch Repair , (Type SP 12.5 & Type SP 9.5) 2" or Greater	SY	380	65.00	24,700.00
18-14-122	Fill A-3 Sand or Better (Contractor Supply)	CY	100	15.60	1,560.00
18-14-133	Limerock 12"	SY	185	33.80	6,253.00
18-14-110	Type C Inlet Pour-In-Place Wings	EA	8	500.00	4,000.00
18-14-144	Erosion Control, Silt Barrier/Fabric	LF	835	4.00	3,340.00
18-14-145	Grassing/Sod	SY	800	7.80	6,240.00
18-14-151	Valve Box Adjustment	EA	10	125.00	1,250.00
18-14-39	Irrigation Pipe, 1/2" Sch. 40 PVC	LF	800	1.95	1,560.00
18-14-40	Irrigation Pipe, 3/4" Sch. 40 PVC	LF	800	2.60	2,080.00
18-14-41	Sprinkler Head Relocation	EA	8	19.50	156.00
18-14-88	6" Underdrain W/ 2'X2' Rockbed	LF	835	32.50	27,137.50
18-14-160	Plastic Drums	DAY	800	0.85	680.00
18-14-161	Warning and Regulatory Signs in Work Zones(FDOT Index No.600, Sheet 8)	DAY	30	50.00	1,500.00
18-14-163	Two lane, Two Way, Work Within the Travel Way (FDOT Index No.603)	DAY	30	50.00	1,500.00
18-14-175	Excavator	LS	1	750.00	750.00
18-14-176	Front End Loader	LS	1	750.00	750.00
18-14-182	700LBS Plate Tamp	LS	1	250.00	250.00

Total $157,268.25

CONTINUING CONSTRUCTION CONTRACT AGREEMENT
BETWEEN COUNTY AND CONTRACTOR
(2012 EDITION)
MASTER CONTRACT #: 17-MCC-AWA-08972

This Contract Agreement ("Agreement") is made and entered into as of this 31st day of January, 2018, by and between **St. Johns County, FL** ("County" or "Owner"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, Florida, 32084, and **A.W.A. Contracting Company, Inc**, ("Contractor"), a company authorized to do business in the State of Florida, with mailing address P.O. Box 601009, Jacksonville, FL 32260; Phone: (904) 262-4157; Fax: (904) 880-4175; Email: artie@awacontractingcoing.com; under seal for **Bid No: 18-14; Countywide Roadway Drainage & Infrastructure Maintenance**. In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows.

ARTICLE I – THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract and Contract Documents

1.1.1 The Contract between the County and the Contractor, of which this Agreement is a part, shall consist of the Contract Documents.

1.1.2 The Contract Documents shall consist of: (1) this Agreement together with all exhibits, attachments, and duly executed amendments; (2) FEMA Public Assistance Program Required Contract Clauses herein attached as Exhibit "B"; (3) all Bid No: 18-14 documents together with all addenda thereto; (4) all Specifications; and (5) all duly executed Amendments, Task Orders, Change Orders and Field Orders issued after the Effective Date of the Contract. Documents not enumerated in this Article are not Contract Documents and do not form part of the Contract.

1.2 Contract Term and Extension

1.2.1 Unless terminated or extended in accordance with other provisions contained herein, the initial term of the Contract shall begin on the date of signature by the County ("Effective Date"), and shall remain in effect for a period of one (1) calendar year.

1.2.2 The term of the Contract may be renewed for up to four (4) additional one (1) year periods, contingent upon satisfactory performance by the Contractor, mutual written agreement by both parties, and the availability of funds. While the Contract may be renewed as provided herein, it is expressly noted that the County is under no obligation to renew or extend the Contract. It is further expressly noted that the option of renewing the Contract is exercisable only by the County, and only upon the County's determination that the Contractor has satisfactorily performed under the terms of the Contract. The County reserves the right to further extend the Contract, as necessary, to complete any ongoing projects, or as best serves the needs of the County.

1.3 Entire Agreement

1.3.1 The Contract, together with the Contractor's Public Construction Bond(s) (as applicable), and Certificates of Insurance constitutes the entire agreement between the County and the Contractor with reference to Bid No: 18-14; Countywide Roadway Drainage & Infrastructure Maintenance. Specifically, but without limitation, the Contract supersedes any Bid Document not listed among the Contract Documents described herein and all prior written and/or oral communications, representations and negotiations, if any, between County and Contractor.

1.4 No Privity with Others

1.4.1 Nothing contained in the Contract shall create, or be interpreted to create privity or any other contractual agreement between County and any person or entity other than the Contractor.

1.5 Intent and Interpretation

1.5.1 The intent of the Contract is to require complete, correct and timely execution of the Work. Any work that may be required, implied, or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Project Price as provided by Task Order.

1.5.2 The Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in the Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.5.4 The words "include," "includes" or "including," as used in the Contract, shall be deemed to be followed by the phrase "without limitation."

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a material breach of the Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence, or condition shall be deemed not to constitute a material breach of the Contract.

1.5.6 Words or terms used as nouns in the Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.5.7 The headings, titles and captions contained herein are inserted for convenience only and in no way are intended to interpret, define, or limit the scope, extent, or intent of the Contract or any provision thereof.

1.5.8 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings and the Product Data and shall give written notice to the County of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance or the express or implied approval by the County of the Contract Documents, Shop Drawings, or Product Data shall not relieve Contractor of the continuing duty set forth in this paragraph. The County has requested that the Project Manager only oversee preparation of documents for the Work, including the Drawings and Specifications for the Work, which are accurate, adequate, consistent, coordinated, and sufficient for construction. HOWEVER, THE COUNTY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction. The Contractor further acknowledges that it has not, does not, and shall not rely upon any representation or warranties by the County concerning such documents as no such representation or warranties have been or are hereby made.

1.5.9 As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern; as between larger scale and smaller scale drawings, the larger scale shall govern.

1.5.10 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or Scope of Work to be performed by Subcontractors.

1.6 Ownership of Contract Documents

1.6.1 The Contract Documents, and each of them, shall remain the property of the County. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Work; provided, however, that in no event shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without County's prior written authorization.

ARTICLE II – THE WORK

2.1 The Contractor shall perform all of the Work required, implied, or reasonably inferable from the Contract.

2.2 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under the Contract, including the following: construction of the whole or a designated part of a project as set forth each Task Order; furnishing of any required Surety Bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as

required by the Contract. The Work to be performed by the Contractor on each project shall be specifically described in, and authorized by Task Order issued by the County. Each Task Order issued by the County under the Contract shall further specify the amount of time permitted for completion of the Work ("Project Time") and the amount to be paid as compensation for completion of Work ("Project Price").

ARTICLE III – PROJECT TIME

3.1 Time and Liquidated Damages

3.1.1 The Contractor shall commence the Work for each project upon receipt of a Notice to Proceed, or as stated on the fully executed Task Order, issued by the County, and shall reach Substantial and Final Completion of all Work as specified by Task Order.

For each project, the number of calendar days from the date on which the Work is permitted to proceed through the date set forth in the Task Order for Final Completion shall constitute the "Project Time."

3.1.2 For each project, the Contractor shall pay the County the sum based on the FDOT Table provided in the Bid Document for each and every calendar day of unexcused delay in achieving Substantial Completion of the Work beyond the date specified by Task Order for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the County, estimated at or before the time of issuing the Task Order. When the County reasonably believes that Substantial Completion shall be inexcusably delayed the County shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the County to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the County has withheld payment, the County shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.2 Substantial Completion

3.2.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete as provided by Task Order that the County can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

3.3 Time is of the Essence

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE IV – PROJECT PRICE

4.1 The Project Price

4.1.1 The County shall pay, and the Contractor shall accept, as full and complete payment for all Work required by each Task Order, the amount specified and authorized by each Task Order upon satisfactory completion of the required Work for each project. The amount set forth in each Task Order shall not exceed two hundred thousand dollars ($200,000), without prior written authorization by the Board of County Commissioners.

ARTICLE V – PAYMENT OF THE PROJECT PRICE

5.1 Schedule of Values

5.1.1 Upon request by the County, the Contractor shall submit a Schedule of Values allocating the Project Price to the various portions of the Work included in the Task Order for each project. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the County may require, in order to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values, nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of the Contract. The Schedule of Values shall be used only as a basis for the Contractor's Requests for Payment and shall only constitute such basis after it has been agreed upon in writing by the County.

5.2 Payment Procedure

5.2.1 The County shall pay the Project Price to the Contractor as provided below.

5.2.2 Progress Payments - Based upon the Contractor's Requests for Payment submitted to the County and upon Certificates for Payment subsequently issued to the County by the Project Manager, the County shall make progress payments to the Contractor on account of the Project Price. Retainage in the amount of ten percent (10%) will be withheld from each progress payment until County has issued Final Acceptance of the Work. Progress payments for each project shall be provided by Task Order.

5.2.3 On or before the fifteenth (15th) day of each month after commencement of the Work for each project, the Contractor shall submit an Application for Payment for the period ending the thirtieth (30th) day of the previous month to the Project Manager in such form and manner, and with such supporting data and content, as the Project Manager may require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of the Project Price properly incorporated in the Work less the total amount of previous payments received from the County.

Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested, that the Work has been properly installed or performed in full accordance with the Contract Documents, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Project Manager (and Engineer if applicable) shall review the Application for Payment and may also review the Work at the project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by the Contract Documents. The Project Manager shall determine and certify to the County the amount properly owing to the Contractor. The County shall make partial payments on accounts of the Project Price within thirty (30) days following the Project Manager's receipt of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Project Manager less such amounts, if any, otherwise owing by the Contractor to the County or which the County shall have the right to withhold as authorized by the Contract. The Project Manager's certification of the Contractor's Application for Payment shall not preclude the County from the exercise of any of its rights as set forth in Paragraph 5.3 herein below.

5.2.4 The Contractor warrants that title to all Work covered by an Application shall pass to the County no later than time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the County shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the County becomes informed that the Contractor has not paid a Subcontractor as herein provided, the County shall have the right, but not the duty or obligation, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the County, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the County to repeat the procedure in the future.

5.2.6 No progress payment, nor any use or occupancy of any project by the County, shall be interpreted to constitute an acceptance of any Work not in strict accordance with the Contract Documents.

5.3 Withheld Payment

5.3.1 County may decline to make payment, may withhold funds and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the County from loss because of:

(1) defective Work not remedied by the Contractor and, in the opinion of the County, not likely to be remedied by the Contractor;
(2) claims of third parties against the County or the County's property;
(3) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
(4) evidence that the balance of the Work cannot be completed in accordance with the Task Order for unpaid balance of the Project Price;
(5) evidence that the Work shall not be completed in the time required for Substantial or Final Completion of the Work;
(6) repeated failure (two or more times) to carry out the Work as specified by Task Order;
(7) damage to the County or a third party to whom the County is, or may be, liable;

(8) failure by the Contractor to timely pay, any, and all, applicable taxes, fees (including permit or use fees), costs, or expenses, associated with the Project.

In the event that the County makes written demand upon the Contractor for amounts previously paid by the County as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand.

5.4 Unexcused Failure to Pay

5.4.1 If within ten (10) days after the date established by Task Order for payment to the Contractor by the County, the County, without cause or basis hereunder, fails to pay the Contractor any amount due and payable to the Contractor, then the Contractor may after seven (7) additional days, written notice to the County and the Project Manager, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the County have been received. Any payment not made within ten (10) days after the date due shall bear interest at the rate of twelve percent (12%) per annum.

5.5 Substantial Completion

5.5.1 When the Contractor believes the Work required by Task Order for each project is Substantially Complete, the Contractor shall submit to the Project Manager a list of items to be completed or corrected. When the Project Manager on the basis of an inspection determines that the Work is in fact Substantially Complete, the Project Manager shall prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion of the Work, shall state the responsibilities of the County and the Contractor for project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees required by the Contract Documents shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the County and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

Until Final Completion and acceptance of the Work by the County, the County shall pay the Contractor an amount equal to ninety percent (90%) of the Project Price. Ten Percent (10%) of the Project Price shall be retained until Final Completion, acceptance of the Work by the County and Final Payment to the Contractor.

5.6 Final Completion and Final Payment

5.6.1 When all the Work required by Task Order for each project is finally complete and the Contractor is ready for a Final Inspection, it shall notify the County and the Project Manager thereof in writing. Thereupon, the Project Manager shall make Final Inspection of the Work and, if the Work is complete in full accordance with the project Task Order and the Task Order has been fully performed, the Project Manager shall promptly issue a Final Certificate for Payment for the project and if required to repeat its Final Inspection of the Work, the Contractor shall bear the cost of such repetition of the Work, the Contractor shall bear the cost of such repeat Final Inspection(s) which cost may be deducted by the County and all other Authorities having jurisdiction under Florida Laws or regulations.

5.6.1.1 If the Contractor fails to achieve Final Completion within the time fixed in the Certificate of Substantial Completion, the Contractor shall pay the County liquidated damages at the sum shown in Paragraph 3.1.2. per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth for Final Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the County, estimated at or before the time of issuance of the Task Order. When the County reasonably believes that Final Completion shall be inexcusably delayed, the County shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the County to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Final Completion, or any part thereof, for which the County has withheld payment, the County shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.6.2 The Contractor shall not be entitled to Final Payment unless and until it submits to the Project Manager its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work on each project for which the County, or the County's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of claims and lien from all Subcontractors of the Contractor and of any and all other parties required by the County; consent of Surety, if any, to Final Payment. If any third party fails or

refuses to provide a release of claim or waiver of a lien as required by County the Contractor shall furnish a bond satisfactory to the County to discharge any such lien or indemnify the County from liability.

5.6.3 The County shall make Final Payment of all sums, due the Contractor within thirty (30) days of the Project Manager's execution of a Final Certificate for Payment.

5.6.4. Acceptance of Final Payment shall constitute a waiver of all claims against the County by the Contractor except for those claims previously made in writing against the County by the Contractor, pending at the time of Final Payment, and identified in writing by the Contractor as unsettled at the time of its request for Final Payment.

ARTICLE VI – THE COUNTY

6.1 Information, Services and Things Required from County

6.1.1 The County shall furnish to the Contractor, at the time of issuing each Task Order, any and all written and tangible material in its possession concerning conditions below ground at the site of the project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the County does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly, or at all, and shall have no liability therefore. The County shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the project site. Copies may be provided instead of originals.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the County shall obtain all approvals, easements, and the like required for construction.

6.1.3 The County shall furnish the Contractor, free of charge, three (3) copies of the Contract Documents for execution of the Work. The Contractor shall be charged, and shall pay the actual cost of reproduction per additional set of Contract Documents which it may require.

6.2 Right to Stop Work

6.2.1 If the Contractor persistently fails or refuses to perform Work in accordance with any Task Order, the County may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the County orders that Work be resumed. In such event, the Contractor shall immediately obey such order. Further, the Contractor shall not be paid for, nor make any claim for payment for, any Work done in connection with the Project, during the period of Work stoppage.

6.3 County's Right to Perform Work

6.3.1 If the Contractor's Work is stopped by the County under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the County that the cause of such stoppage shall be eliminated or corrected, the County may, without prejudice to any other rights or remedies the County may have against the Contractor, proceed to carry out the subject Work.

In such a situation, an appropriate Change Order shall be issued by the County deducting from the Project Price the cost of correcting the subject deficiencies, and compensation for the County's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Project Price is insufficient to cover the amount due the County, the Contractor shall pay the difference to the County.

ARTICLE VII – THE CONTRACTOR

7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work where Contractor knows or should know such Work involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Project Manager and the County, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 The Contractor shall perform the Work for each project strictly in accordance with the Contract Documents.

7.3 The Contractor shall supervise and direct the Work for each project using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the County for any and all acts or omissions of the Contractor, its employees and other engaged in the Work on behalf of the Contractor.

7.4. Warranty

7.4.1 The Contractor warrants to the County that all labor furnished to progress the Work under the Contract shall be competent to perform the tasks undertaken, that the product of such labor shall meet or exceed acceptable industry standards, that materials and equipment furnished shall be of good quality, free from faults and defects and in strict conformance with the Contract. This warranty shall survive termination of the Contract and shall not be affected by Final Payment for any project hereunder. All Work not conforming to these requirements may be considered defective.

7.5 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

7.6 Supervision

7.6.1 The Contractor shall employ and maintain at each project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the County or Assignees.

7.6.2 Key supervisory personnel assigned by the Contractor to projects under the Contract are as follows:

Name	Function
Bennie L. Albea	Gen Supt, Adv M.O.T.
Wendy Wendler	Office, Adv M.O.T.
Elizabeth Albea	Office, Field, Adv M.O.T.

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the County agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals have been listed above.

7.7 The Contractor, prior to commencing the Work for each project, shall submit to the Project Manager for his information, the Contractor's schedule for completing the Work. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to each entire project. Each sum revision shall be furnished to the Project Manager. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a material breach of the Contract.

7.8 The Contractor shall continuously maintain at the project site, for the benefit of the Project Manager, one record copy of the Contract and the project Task Order marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the project site for the Project Manager the approved Product Data, Samples and other similar required submittals. For each project, upon Final Completion of the Work, such record documents shall be delivered to the County.

7.9 Product Data and Samples

7.9.1 Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work for each project in conformance with the information received from the Contract Documents. All Product Data, Samples and other submittals shall belong to the County and shall be delivered, or returned to County, as applicable, prior to Submittals shall belong to County and shall be delivered, or returned to County, as applicable, prior to Substantial Completion.

7.10 Cleaning the Site and the Project

7.10.1 The Contractor shall keep each project site reasonably clean during performance of the Work. Upon Final Completion of the Work, the Contractor shall clean the site and the project and remove all waste, together with all of the Contractor's property there from.

7.11 Access to Work

7.11.1 The County and the Project Manager shall have access to the Work at all times from commencement of the Work through Final Completion. The Contractor shall take whatever steps necessary to provide access when requested.

7.12 Indemnity

7.12.1 To the fullest extent permitted by law, for each project, the Contractor shall indemnify and hold harmless the County, its officers and employees from, and against, any, and all, administrative/legal/equitable liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the Work noted in the Contract Documents, that are referenced and considered a part of the Contract. It is specifically noted that such liability, claims, damages, loss or expense includes any of those referenced instances attributable to bodily injury, sickness, disease, or death, or to injury to, or destruction of, personal and/or real property, including the loss of use resulting there from or incident to, connected with, associated with or growing out of direct and/or indirect negligent or intentional acts or omissions by the Contractor, a Subcontractor, or anyone directly, or indirectly employed by them, or anyone for whose acts the Contractor or Subcontractor may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

7.12.2 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

7.13 Safety

7.13.1 The Contractor shall be responsible for supervising all safety precautions, including initiating and maintaining such programs in connection with performance of the Contract and for adequate maintenance of traffic.

7.13.2 The Contractor shall designate a member of the on-site construction team for each Project, whose duty shall be the prevention of accidents. Unless notified otherwise in writing by the Contractor to the County (and the Engineer if applicable), this person shall be the Contractor's Superintendent.

ARTICLE VIII – CONTRACT ADMINISTRATION

8.1 Project Manager

8.1.1 The Project Manager, unless otherwise directed by the County shall perform those duties and discharge those responsibilities allocated to the Project Manager as set forth in the Contract. The Project Manager shall be the County's representative for the entire Term of the Contract. The Project Manager shall be authorized to act on behalf of the County only to the extent provided in the Contract.

8.1.2 The County and the Contractor shall communicate with each other in the first instance through the Project Manager.

8.1.3 The Project Manager shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Project Manager shall render written or graphic interpretations as necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

8.1.4 The Project Manager shall review the Contractor's Applications for Payment and shall certify to the County for payment to the Contractor, those amounts then due to the Contractor as provided in the Contract Documents.

8.1.5 The Project Manager shall have authority to reject Work, which is defective or does not conform to the requirements of the Contract Documents. If the Project Manager deems it necessary or advisable, the Project Manager shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements at Contractor's expense.

8.1.6 The Project Manager shall review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

8.1.7 The Project Manager shall prepare Change Orders for processing by the Purchasing Department and may authorize minor changes in the Work by Field Order as provided elsewhere herein.

8.1.8 The Project Manager shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, shall receive and forward to the County for the County's review and records, written warranties and related documents required by the Contract and shall issue a Final Certificate for Payment upon compliance with the requirements of the Contract Documents.

8.1.9 The Project Manager's decision in matters relating to visual quality shall be final if consistent with the applicable provisions of the Contract Documents.

8.2 Claims by the Contractor

8.2.1 All Contractor claims shall be initiated by written notice and claim to the Project Manager. Such written notice and claims must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

8.2.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of the Work and the County shall continue to make payments to the Contractor in accordance with each Task Order. The resolution of any claim under this Paragraph 8.2 shall be reflected by a Change Order executed by the Project Manager and the Contractor.

8.2.3 Claims for Concealed and Unknown Conditions. Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by Task Order, or should unknown conditions of an usual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in the Task Order, be encountered, wherein the Contract Documents or Standard Construction industry practices have not placed the responsibility of discovering such concealed and unknown conditions upon the Contractor prior to the Contractor submitting his Pricing Proposal for the Work, the Project Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the County having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Project Manager written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

8.2.4 Claims for Additional Costs. If the Contractor wishes to make a claim for an increase in the Project Price, as a condition precedent to any liability of the County therefore, the Contractor shall give the Project Manager written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving arise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.2.4.1 In connection with any claim by the Contractor against the County for compensation in excess of the Project Price, any liability of the County for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor.

The County shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor has been established therefore in a court of competent jurisdiction.

8.2.5 Claims for Additional Time. If the Contractor is delayed in progressing any Work which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the County or someone acting on the County's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the

written notice and claim of the Contractor to the Project Manager, for such reasonable time as the Project Manager may determine.

Any notice and claims for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving the rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim for an extension of time as provided herein, then such claim shall be waived. This paragraph shall not be deemed to waive any damages for delay that are covered by insurance.

8.2.5.1 Delays and Extensions of Time. An extension of Project Time shall not be given due to weather conditions unless such weather conditions are more severe than average and have caused a delay. In requesting an extension of time for weather conditions, Contractor shall present complete records and such requests shall document how weather conditions delayed progress of the Work.

8.3 Field Orders

8.3.1 For each Project, the Project Manager shall have authority to order minor changes in the Work not involving a change in the Project Price or in Project Time and not inconsistent with the intent of the Contract. Such changes shall be effected by Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

ARTICLE IX – SUBCONTRACTORS

9.1 Definition

9.1.1 A Subcontractor is an entity, which has a direct Contract with the Contractor to perform a portion of the Work.

9.2 Award of Subcontracts

9.2.1 Prior to commencing the Work for each project, the Contractor shall furnish the Project Manager, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the project. The Project Manager shall reply within seven (7) business days to the Contractor, in writing, stating any objections the Project Manager may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Project Manager has made a timely objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor, which correspond to those rights afforded to the County by Subparagraph 12.2.1 below.

ARTICLE X – CHANGES IN THE WORK

10.1 Changes Permitted

10.1.1 Changes in the Work within the general scope of each Task Order, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating the Contract by properly executed Change or Field Order.

10.1.2 Changes in the Work for each project shall be performed under applicable provisions of the Contract and the Contractor shall proceed promptly with such changes.

10.2 Change Order Defined

10.2.1 The term "Change Order" shall mean a written order to the Contractor executed by the County Administrator, or authorized designee, issued after execution of the Contract, authorizing and directing a change in the Work or an adjustment in the Project Price or the Project Time, or any combination thereof. Only a duly executed Change Order may change the Scope of Work, Project Price and/or the Project Time.

10.3 Changes in the Project Price

10.3.1 Any change in the Project Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the County and the Contractor as evidenced by (1) the change in the Project Price being set forth in the Change Order, (2) such change in the Project Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no

mutual agreement occurs between the County and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the County and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Project Price, if any, shall than be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Project Price, a reasonable allowance for direct project site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the County or the Project Manager requires, an itemized accounting of such expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by a pre-existing agreement or by custom, and workers' compensation insurance, reasonable costs of premiums for all Bonds and insurance, permit fees, and sales, use or other taxes related to the Work and paid by the Contractor, and reasonable costs of directly attributable to the change. In no event shall any expenditure or savings associated with the Contractor's home office or other non-project site overhead expenses be included in any change in the Project Price. Pending final determination of reasonable expenditures or savings to the County, payments on account shall be made to the Contractor on the County's Certificate of Payment.

10.3.3 If Unit Prices are provided in a Task Order, and if the quantities contemplated are so changed by proposed Change Order that application of such Unit Prices to the quantities of Work proposed shall cause substantial inequity to the County or to the Contractor, then the applicable Unit Prices shall be equitably adjusted.

10.4 Minor Changes

10.4.1 The Project Manager shall have authority to order minor changes in the Work for each project not involving a change in the Project Price or an extension of the Project Time and not inconsistent with the intent of the Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the County and the Contractor. The Contractor shall promptly carry out such written Field Orders.

10.5 Effect of Executed Change Order

10.5.1 For each project, the execution of any Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, the Contract Documents as thus amended, the Project Price and the Project Time. The Contractor, by executing a Change Order, waives and forever releases any claim against the County for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

10.6 Notice to Surety; Consent

10.6.1 The Contractor shall notify and obtain the timely consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by the Contractor's surety or by law. The Contractor's warranty to the County that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI – UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

11.1.1 If any of the Work for a project is covered contrary to the Project Manager's request or to any provision of the Contract Documents, it shall, if required by the Project Manager, be uncovered for the Project Manager's inspection and shall be properly replaced at the Contractor's expense without change to the Project Time as provided in the Task Order.

11.1.2 If any of the Work for a project is covered in a manner not described in Subparagraph 11.1.1 above, it shall, if required by the by the Project Manager or County, be uncovered for the Project Manager's inspection. If such Work conforms strictly to the Contract Documents, costs of uncovering and proper replacement shall by Change Order be charged to the County. If such Work does not strictly conform to the Contract Documents, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 Correcting Work

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Project Manager as defective or failing to conform to the Contract Documents. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the County for the Project Manager's services and expenses made necessary thereby.

11.2.2 For each project, if within one (1) year after Substantial Completion of the Work, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct the Work within seven (7) days at the Contractor's expense upon receipt of written notice from the County. This obligation shall survive Final Payment by the County and termination of the Contract. With respect to Work first performed and completed after Substantial Completion of the project, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations, which the Contractor has under the Contract. Establishment of the one (1) year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct Work for each project, and has no relationship to the time which the obligation to comply with the Contract Documents may be sought to be enforced.

11.3 County May Accept Defective or Nonconforming Work

11.3.1 If the County chooses to accept any defective or nonconforming Work, the County may do so. In such events, the Project Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the project had it not been constructed in such manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Project Price, if any, is insufficient to compensate the County for its acceptance or defective or nonconforming Work, the Contractor shall, upon written demand from the County, pay the County such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII – CONTRACT TERMINATION

12.1 Termination by the Contractor

12.1.1 For each project, if the Work is stopped for a period of ninety (90) days by an order of any court or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days written notice to the County, terminate performance under the Contract and recover from the County payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 For each project, if the County shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate if such failure is not substantially corrected within fifteen (15) days, the Contractor may terminate performance under the Contract by written notice to the Project Manager. In such event, the Contractor shall be entitled to recover from the County as though the County had terminated the Contractor's performance under the Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 Termination by the County

12.2.1 For Convenience

12.2.1.1 The County may terminate the Contract for convenience. In such instance, the County shall provide written notice of such termination to the Contractor specifying when termination shall become effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle liabilities and claims arising out of the termination of subcontracts and orders. The County may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the County or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the County for such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has in either its possession or control.

12.2.1.4 (a) The Contractor shall submit a termination claim to the Project Manager specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Project Manager. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination of the Contract, the County shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

(b) The County and the Contractor may agree to compensation, if any, due to the Contractor hereunder.

(c) Absent an agreement as to the amount due to the Contractor, the County shall pay the Contractor the following amounts:

(i) Project Prices for labor, materials, equipment, and other services accepted under the Contract;

(ii) Reasonable costs incurred in preparing to perform and in performing a portion of the Work prior to termination and not included in (i) or (ii), and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract had been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(iii) Reasonable costs of settling and paying claims arising out of the termination of Subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Project Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 For Cause

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to perform the Work in a timely manner, supply enough properly skilled Workers, supervisory personnel or proper equipment or materials to complete the Work, or fails to make prompt payment to Subcontractors, or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise substantially violates a material provision of the Contract as determined by the County, then the County may, by written notice to the Contractor, without prejudice to any other right or remedy, terminate the Contract and take possession of the project site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the termination of the Contract is effective as of the time that notice of termination is delivered to an authorized representative of the Contractor, or as of the date and time, specified in the notice of termination (whichever is applicable). In such case, the Contractor shall not be entitled to receive any further payment until the Work is completed.

12.2.2.2 If the unpaid balance of the Project Price less any liquidated damages due under the Contract, exceeds the cost of finishing the Work, including compensation for the Project Manager's additional services and expenses made necessary thereby, such exceed the unpaid balance, the Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the Contract is terminated by the County for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII – INSURANCE

13.1 Contractor's Insurance

13.1.1 The Contractor 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 Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. 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 Contractor 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

13.1.1.1 The Contractor 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 Contractor 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 Contractor or by anyone directly employed by or contracting with the Contractor.

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

13.1.1.3 The Contractor 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 Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

13.1.1.4 The Contractor 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.

13.1.1.5 The Contractor 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.

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

13.1.1.7 Contractor shall provide the County at least thirty (30) days prior notice of any cancellation of or modification to any insurance coverage required under the Contract.

13.1.1.8 It is the responsibility of the Contractor to insure that all subcontractors comply with all insurance requirements provided in the Contract.

13.1.1.9 It is expressly noted that the insurance requirements contained herein are minimum requirements, subject to modification by the County in response to high hazard operations.

ARTICLE XIV – EQUAL EMPLOYMENT OPPORTUNITY

14.1 Contractor's Employment Opportunity

14.1.1 The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age.

The Contractor shall take affirmative measures to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, 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 setting forth the policies of non-discrimination.

14.1.2 The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin or age.

ARTICLE XV – APPRENTICESHIP LAW REQUIREMENTS

15.1 Apprenticeship Law (Chapter 446, Florida Statutes)

15.1.1 In accordance with applicable Florida law, the Contractor shall make a diligent effort to hire for performance of the Contract a number of apprentices in each occupation which bears to the average number of journeyman in that occupation to be employed in the performance of the Contract, the ratio of at least one (1) apprentice or trainee to every five (5) journeymen.

15.1.2 The Contractor shall, when feasible and except when the number of apprentices or trainees to be hired is fewer than four (4), assure that twenty-five (25) percent of such apprentices or trainees are in their first year of training. Feasibility here involves a consideration of the availability of training opportunities for first year apprentices or trainees, the hazardous nature of the Work for beginning workers, and excessive unemployment of apprentices or trainees in their second or subsequent years of training.

15.1.3 The Contractor, during the performance of the Contract, shall make diligent efforts to employ the number of apprentices or trainees necessary to meet requirements of Subparagraphs a. and b. However, on-the-job training programs shall only be established in non-apprenticable trades or occupations to meet the requirements of this section.

15.1.4 The Contractor agrees to return records of employment, by trade, of the number of apprentices or trainees by first year of training, and the number of journeymen and the wages paid, and hours of work, of such persons on a form as prescribed by the Bureau of Apprenticeship of the Division of Labor at three (3) month intervals. Submission of duplicate copies of forms submitted to the United States Department of Labor shall be sufficient compliance with the provisions of the section.

15.1.5 The Contractor agrees to supply the Bureau of Apprenticeship of the Division of Labor, at three (3) months intervals, a statement describing steps taken toward making diligent effort and containing a breakdown by craft or hours worked and wages paid for first year apprentices or trainees, other apprentices or trainees and journeymen.

15.1.6 The Contractor agrees to insert in any Subcontract under the Contract the requirements contained in this section. “The term Contractor” as used in such clauses and any Subcontract shall mean the Subcontractor.

15.1.7 Anything herein to the Contrary notwithstanding, Contractor agrees to comply with all of the provisions of Florida Statutes 446 and all regulations prescribed by the Bureau of Apprenticeship of the Division of Labor.

ARTICLE XVI – PUBLIC RECORDS

16.1 Public Records (Chapter 119, Florida Statues)

16.1.1 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.

16.1.2 In accordance with Florida law, to the extent that Contractor’s performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida’s public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor 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 Contractor 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 Contractor or keep and maintain public records required by the County to perform the Services.

16.1.3 If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor 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.

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

IF THE CONTRACTOR 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: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, publicrecords@sjcfl.us

ARTICLE XVII – MISCELLANEOUS

17.1 Governing Law and Venue

17.1.1 The Contract shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Contract shall be St. Johns County, Florida.

17.2 Successors and Assigns

17.2.1 The County and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract. In light of the scope and rationale for the Contract, the Contractor shall not assign the Contract without prior express written consent of the County. However, the County shall not unreasonably deny such written consent, when the interests of the County are not negatively affected. Should the Contractor assign this Contract without securing the prior express written consent of the County, then the County may pursue any legal option available to the County, including, but not limited to, termination of the Contract.

17.3 Surety Bonds

17.3.1 For each project, the Contractor shall furnish a separate Public Construction Bond to the County. Each Bond shall set forth a penal sum in an amount not less than the Project Price. Each Bond furnished by the Contractor shall incorporate by reference the terms of the Contract as fully as though they were set forth verbatim in such Bonds. Each Public Construction Bond shall provide that in the event the Project Price is adjusted by Change Order executed by the Contractor, the Contractor shall obtain a an Amended Public Construction Bond, or a New Public Construction Bond which reflects the adjusted Project Price. Such Amended or New Public Construction Bond shall be provided to the County within ten (10) days of the Change Order being approved to adjust the Project Price. The Public Construction Bond furnished by the Contractor shall be in form suitable to the County and shall be executed by a Surety, or Sureties, reasonably suitable to the County.

17.4. Safety of Persons and Property

17.4.1 When existing utility lines shown on the Drawings are to be removed or relocated, the Contractor shall notify the Engineer in ample time for taking measures for prevention of the interruption of any required services prior to the

beginning of operations. In the event that the Contractor damages any existing utility lines not shown on the Drawings, the location of which is not known to the Contractor, report thereof shall be made immediately to the Engineer.

17.4.2 Locations of existing utility lines shown on the Drawings are based upon the best information available to the Engineer, but shall not be considered exact either as to location or number of such lines.

17.4.3 Contractor shall protect utility lines constructed pursuant to terms of the Contract and those discovered or shown on Drawings to be existing. Damage occurring to utility lines due to Contractor's operations shall be repaired at no cost to the County.

17.5 Amendments

It is expressly understood that any change, amendment, modification, revision, or extension of the Contract (other than termination, as noted elsewhere in the Contract) shall be in writing, and shall be executed by duly authorized representatives of both the County and the Contractor.

17.6 Compliance with Local, State, and Federal Rules, Regulations, and Laws

In performance of the Contract, both the County and the Contractor shall abide by, and comply with, all applicable laws, rules, regulations, orders, and policies, of the Local, State, and Federal governments.

17.7 Effect of Failure to Insist on Strict Compliance with Conditions

The failure of either party hereto to insist upon strict performance of any term, condition, provision, and/or requirement of the Contract, shall not be construed as a waiver of such term, condition, provision, and/or requirement on any subsequent occasion.

17.8 Severability

If any word, phrase, sentence, part, subsection, section, or other portion of the Contract, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of the Contact, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

17.9 Execution in Counterparts

The Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

17.10 Authority to Execute

Each party covenants to the other party hereto that it has the lawful authority to enter into the Contract and has authorized the execution of the Contract by the party's authorized representative.

17.11 Notice Regarding Public Entity Crimes

Section 287.133(3)(a), Florida Statutes requires the County to notify the Contractor of the provisions of Section 287.133(2)(a), Florida Statutes.

Section 287.133(2)(a), Florida Statutes prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services, following a conviction from a public entity crime from:

(a) Contracting to provide goods or services to a public entity;

(b) Submitting a bid on a contract for construction or repair of a public building or public work;

(c) Submitting bids on leases of real property to a public entity;

(d) Being awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of $10,000.00.

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or affiliate is placed on the convicted vendor list.

17.12. Termination Under Section 287.135, Florida Statutes

Notwithstanding any other provision in the Contract to the contrary, the County will have the option, in the exercise of its sole discretion, to immediately terminate the Contract if the Contractor is found to have submitted a false certification under Section 287.135(5), Florida Statutes, or has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as described in Section 287.135, Florida Statutes.

17.13. Royalties and Payments

The Contractor hereby certifies that to the best of the Contractor's information, neither the Contractor, nor any process employed by the Contractor, infringes upon any trademark, patent, or other intellectual property rights of another party. Moreover, the Contractor agrees to pay (where required and/or applicable) any, and all, applicable royalties, and or license fees that are associated with any aspect of this Project.

17.14. Permits and Licenses.

To the extent required, the Contractor (at its sole expense) shall secure, obtain, acquire, and maintain permits, approvals, certificates, and/or licenses, in order to perform the Work referenced in the Contract, the Contractor shall be responsible or securing, obtaining, acquiring and maintaining at the Contactor's sole expense, and cost, any, and all, permits, licenses, certificates, and/or approvals required by Federal, State, and/or Local law, rule, regulation, or ordinance.

17.15. Completion of All Required Forms

Throughout the duration of the Contract, the Contractor has an on-going duty to timely complete all forms required by Federal, State, or local law, rule, regulation, or ordinance, and where required, timely submit the required form to the applicable entity/person.

17.16. No Third Party Beneficiaries

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

17.17. E-Verify

The Contractor agrees that it will enroll and participate in the federal E-verify Program for Employment Verification. The Contractor further agrees to comply with, and abide by, any, and all, applicable rules and provisions associated with the federal E-verify Program for Employment Verification.

17.18. Survival.

It is explicitly noted that the following provisions identified by numbered caption and contained herein shall survive any suspension, termination, cancellation, revocation, expiration and/or non-renewal of the Contract, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, expiration and/or non-renewal: (1) Article 1.5 (Intent and Interpretation); (2) Article 1.6 Ownership of Contract Documents; (3) Article 7.4 (Warranty); (4) Article 7.12 (Indemnity); (5) Article 11 (Uncovering and Correcting Work); and (6) Article 12.2.2 (Termination for Cause).

****

Bid No: 18-14; Countywide Roadway Drainage & Infrastructure Maintenance
MASTER CONTRACT #: 17-MCC-AWA-08972

IN WITNESS WHEREOF, the Board of County Commissioners of St. Johns County, Florida has made and executed this Contract on behalf of the County and Contractor has hereunto set his/her hand the day and year below written.

COUNTY

St. Johns County, FL (Seal)

By: _____
(Signature County Representative)

Jaime T. Locklear MPA, CPPB, FCCM
(Printed Name - County Representative)

Assistant Purchasing Manager
(Title – County Representative)

1/31/18
(Date of Execution)

CONTRACTOR

A.W.A. Contracting Company, Inc. (Seal)

By: _____
(Signature Contractor Representative)

Arthur W. Allen
(Printed Name – Contractor Representative)

President
(Title of Contractor Representative)

January 29th, 2018
(Date of Execution)

ATTEST:
St. Johns County, FL
Clerk of Courts

By: _____
Deputy Clerk

1/31/18
Date of Execution

ST JOHNS COUNTY
JAN 31 '18
PURCHASING

LEGALLY SUFFICIENT:

_____
Deputy County Attorney

2/5/18
Date of Execution

ST. JOHNS COUNTY FLORIDA

Bid No: 18-14; Countywide Roadway Drainage & Infrastructure Maintenance
MASTER CONTRACT # 17-MCC-AWA-08972

EXHIBIT "A" REVISED PER CA #01
UNIT PRICE LIST

Item #	Item Description	Unit of Measure	Unit Price
1	Pipe Removal (12" to 15")	LF	$12.00
2	Pipe Removal (18" to 24")	LF	$15.00
3	Pipe Removal (30" to 36")	LF	$18.00
4	Pipe Removal (42" to 48")	LF	$21.00
5	Pipe Removal (≥ 56")	LF	$24.00
6	Pipe Removal (12" to 15") 6' Depth or Greater *	LF	$15.00
7	Pipe Removal (18" to 24") 6' Depth or Greater *	LF	$18.00
8	Pipe Removal (30" to 36") 6' Depth or Greater *	LF	$21.00
9	Pipe Removal (42" to 48") 6' Depth or Greater *	LF	$24.00
10	Pipe Removal (> 56") 6' Depth or Greater *	LF	$27.00
11	15" RCP, 0' to 6' Depth Class III	LF	$27.63
12	18" RCP, 0" to 6' Depth, Class III	LF	$37.70
13	24" RCP, 0" to 6' Depth, Class III	LF	$55.75
14	30" RCP, 0" to 6' Depth Class III	LF	$71.75
15	36" RCP, 0" to 6' Depth Class III	LF	$105.75
16	15" RCP, Class III 6' Depth or Greater *	LF	$35.63
17	18" RCP, Class III 6' Depth or Greater *	LF	$46.70
18	24" RCP, Class III 6' Depth or Greater *	LF	$65.75
19	30" RCP, Class III 6' Depth or Greater *	LF	$82.75
20	36" RCP, Class III 6' Depth or Greater *	LF	$120.75
21	42" RCP, Class III	LF	$135.50
22	48" RCP, Class III	LF	$157.68
23	42" RCP, Class III 6' Depth or Greater *	LF	$185.50
24	48" RCP, Class III 6' Depth or Greater *	LF	$207.50
25	12"x18" ERCP, 0" to 6' Depth Class III	LF	$34.13
26	14"x23" ERCP, 0" to 6' Class III	LF	$48.75
27	19"x30" ERCP, 0" to 6' Class III	LF	$59.55
28	24"x38" ERCP, 0" to 6' Class III	LF	$85.50
29	12"X18" ERCP, Class III 6' Depth or Greater *	LF	$36.25
30	14"X18" ERCP, Class III 6' Depth or Greater *	LF	$47.50
31	19"X30" ERCP, Class III 6' Depth or Greater *	LF	$64.26
32	24"X38" ERCP, Class III 6' Depth or Greater *	LF	$95.50
33	29"X45" ERCP, Class III 6' Depth or Greater *	LF	$165.75
34	29"x45" ERCP, 0" to 6' Class III	LF	$135.75
35	38"x60" ERCP, Class III	LF	$234.80
36	58"x91" ERCP, Class III	LF	$380.75
37	38"X60" ERCP, Class III 6' Depth or Greater *	LF	$334.80

38	58”X91” ERCP, Class III 6’ Depth or Greater *	LF	$480.75
39	Irrigation Pipe, ½” Sch 40 PVC	LF	$1.95
40	Irrigation Pipe, ¾” Sch 40 PVC	LF	$2.60
41	Sprinkler Head Relocation	EA	$19.50
42	Sprinkler Head Installation	EA	$19.50
43	Pipe, PVC, Sch 40, 4” Drain	LF	$8.50
44	12” DR 18	LF	$40.48
45	Headwall Removal	EA	$550.00
46	Special Headwall Removal	EA	$1,125.00
47	Inlet Structure Removal	EA	$550.00
48	Saw Cut Existing Concrete Str for 15” Pipe Tie-In	EA	$300.00
49	Saw Cut Existing Concrete Structure for 24” Pipe Tie-In	EA	$400.00
50	Saw Cut Existing Concrete Structure for 36” Pipe Tie-In	EA	$500.00
51	Saw Cut Existing Concrete Structure for 48” Pipe Tie-In	EA	$600.00
52	Type B Inlet 4x4, 0’ to 4’ Depth (D-205)	EA	$3,250.00
53	Type B Inlet 4x4, >4’to 6’ Depth (D-205) *	EA	$3,850.00
54	Type C Inlet, 0’ to 4’ Depth (D-207)	EA	$1,750.00
55	Type C Inlet, > 4’ to 6’ Depth (D-207)*	EA	$2,150.00
56	Type E Inlet, 0’ to 4’ Dept (D-208)	EA	$2,350.00
57	Type E Inlet, > 4' to 6' Depth (D-208)*	EA	$2,650.00
58	Type J-1 B Manhole/Inlet, 0” to 4’ Depth (D-201)	EA	$3,550.00
59	Type J-1 B Manhole/Inlet, > 4’ to 6’ Depth (D-201)*	EA	$3,850.00
60	Type J-2 Manhole 4x5, 0” to 4’ Depth (D-202)	EA	$3,750.00
61	Type J-2 Manhole 4x5, > 4’ to 6’ Depth (D-202)*	EA	$4,450.00
62	DOT P-5 Storm Inlet	EA	$2,950.00
63	Precast End Wall (15”/12x18” Pipe) (D-408)	EA	$1,250.00
64	Precast End Wall (18”/14x23” Pipe) (D-408)	EA	$1,350.00
65	Precast End Wall (24”/19x30” Pipe) (D-408)	EA	$1,450.00
66	Precast End Wall (30”/24x38” Pipe) (D-408)	EA	$1,550.00
67	Precast End Wall (36”/29x45” Pipe) (D-408)	EA	$1,650.00
68	48” Headwall	CY	$750.00
69	54” to 60” Straight End Walls	CY	$750.00
70	42” to 48” Straight End Walls	CY	$750.00
71	MES for 15” or CMPDW Culvert (D-429)	EA	$750.00
72	MES for 12x18 ERCP or 13x17 CMPA (D-430)	EA	$800.00
73	MES for 19x30 ERCP or 20x28 CMPA (D-430)	EA	$850.00
74	FDOT MES for 15/18” RCP/CMP (Index 272)	EA	$750.00
75	FDOT MES for 24” RCP/CMP (Index 272)	EA	$800.00
76	FDOT MES for 36” RCP/CMP (Index 272)	EA	$900.00
77	12”x12” Precast Trench	LF	$162.50
78	24”x24” Precast Trench	LF	$292.50
79	10’x5’ Box Culvert	CY	$750.00
80	10'x5' Box Culvert 6' or Greater*	CY	$850.00
81	10’x3’ Box Culvert	CY	$575.00

82	10'x3' Box Culvert 6' or Greater*	CY	$625.00
83	3’x4’/ 4’x3’ Box Culvert	CY	$700.00
84	3'x4'/ 4'x3' Box Culvert 6' or Greater*	CY	$750.00
85	4’x5’ Box Culvert	CY	$675.00
86	4'x5' Box Culvert 6' or Greater*	CY	$725.00
87	Trench Drain (5’ SW)	EA	$1,250.00
88	6” Underdrain w/ 2’x2’ Rockbed	LF	$32.50
89	24” Retaining Wall 4”x12”	LF	$35.75
90	Reinforcing Steel	Lbs.	$1.85
91	Rip Rap	SY	$60.00
92	Concrete Removal (0” to 6” thick)	SY	$15.00
93	Curb & Gutter Removal	LF	$20.00
94	Curb Removal for Handicap Ramp Construct	LF	$25.00
95	Concrete Turn-Down, 4” thick (12” to 18” Deep)	LF	$10.00
96	Installation of 4” thick Concrete Sidewalk	SY	$31.50
97	Installation of 6” thick Concrete Sidewalk	SY	$35.50
98	Installation of County Standard Curb & Gutter	LF	$17.65
99	Installation of Type “F” Curb (DOT)	LF	$20.80
100	Installation of City Standard Header Curb	LF	$18.20
101	Concrete Ditch Pavement, NR, 4”	SY	$58.50
102	Flowable Fill	CY	$125.00
103	Flowable Fill (High Early)	CY	$175.00
104	Picture Frame Finish for Driveway	SY	$46.80
105	Rock Salt Finish for Driveway	SY	$46.80
106	6” Concrete Driveway	SY	$35.50
107	Spec Inlet Boxes	CY	$650.00
108	Miscellaneous Concrete	SY	$66.95
109	Cast Inplace/Precast Manhole Top W/Ring and Cover	LS\	$2,500.00
110	Type C Inlet Pour-In-Place Wings	LS\	$500.00
111	Aluminum Handrail for Trench Drain	LF	$75.00
112	Aluminum Handrail (Non-Picket)	LF	$75.00
113	Aluminum Handrail (Picket)	LF	$105.00
114	Clearing & Grubbing	ACRE	$4,550.00
115	Unclassified/Unsuitable Excavation w/ Haul off	CY	$15.60
116	Roadway Shoulder Regrading (2’ to 4’ wide)	LF	$2.60
117	Roadway Shoulder Regrading (4’ to 6’ wide)	LF	$3.90
118	Roadway Shoulder Regrading (≥ 6’ wide)	LF	$5.20
119	Ditch Regrading (0’ to 2’ deep)	LF	$5.20
120	Ditch Regrading (2’ to 4’ deep)	LF	$6.50
121	Ditch Regrading (4’ to 6’ deep)	LF	$7.80
122	Fill A-3 Sand or Better (Contractor Supply)	CY	$15.60
123	Fill A-3 Sand or Better (County Supply Contractor Haul)	CY	$13.60
124	Fill A-3 Sand or Better (County Supply and Haul if available)	CY	$6.60
125	Shrub Relocation (Due to location of work area)	EA	$52.65

126	Asphalt Pavement Removal 0 to 6"	SY	$13.00
127	Asphalt Pavement Removal 6" or Greater	SY	$26.00
128	Asphalt Sidewalk Removal	SY	$13.00
129	Asphalt Patch Repair, (Type SP 12.5 & Type SP 9.5) 2" or Greater	SY	$65.00
130	1” SP 9.5 Asphalt	SY	$28.62
131	1.5” SP 12.5 Asphalt	SY	$34.68
132	Rework Existing Limerock Prime & Seal	SY	$11.70
133	Limerock 12”	SY	$33.80
134	Stripe Removal (12”)	SF	$6.50
135	White/Yellow Striping (6”)	LF	$6.50
136	Stripe Removal (6”)	LF	$6.50
137	White Safety Walk Striping (12”)	LF	$9.75
138	24” Striping (White)	LF	$13.00
139	Stripe Removal (24”)	LF	$6.50
140	Thermoplastic Striping Solid Single White or Yellow	LF	$6.50
141	Raised Pavement Marker	EA	$11.50
142	Floating Turbidity Barrier	LF	$26.00
143	Erosion Control – Hay Bales	EA	$13.00
144	Erosion Control – Silt Barrier/Fabric	LF	$4.00
145	Grassing – Sod	SY	$7.80
146	Grassing – Seed & Mulch	SY	$1.30
147	Fence Relocation	LF	$26.50
148	Installation of New 6’ Chain Link Fence	LF	$49.65
149	Sign Relocation	EA	$50.00
150	Mailbox Relocation (Using existing post)	EA	$50.00
151	Valve Box Adjustment	EA	$125.00
152	Handicap Ramps	EA	$260.00
153	Guardrail	LF	$52.00
154	ADA Tactile Surface Mat	EA	$260.00
155	PCMS (Portable Changeable Message Signs)	EA/Day	$65.00
156	Arrow Boards 5' Minimum Horizontal Size	EA/Day	$25.00
157	Type I Barricade	EA/Day	$0.85
158	Type II Barricade	EA/Day	$0.90
159	Type III Barricade	EA/Day	$1.56
160	Plastic Drums	EA/Day	$0.85
161	Warning and Regulatory Signs In Work Zones(FDOT Index No. 600, Sheet 8)	EACH DAY	$50.00
162	Two-Lane,Two Way, Work on Shoulder (FDOT Index No. 602)	EACH DAY	$50.00
163	Two-Lane,Two Way, Work Within the Travel Way (FDOT Index No. 603)	EACH DAY	$50.00
164	Two-Lane, Two Way, Work in Intersectio (FDOT Index No. 604)	EACH DAY	$100.00
165	Two-Lane,Two Way, Work Near Intersection (FDOT Index No. 605)	EACH DAY	$50.00

166	Two-Lane,Two Way, Work Within the Travel Way-Signal Control (FDOT No. 606)	EACH DAY	$450.00
167	Two-Lane, Two Way, Mobile Operation, Work on Shoulder and Work Within the Travel Way (FDOT Index No. 607)	EACH DAY	$450.00
168	Two-Lane, Two Way Temporary Diversion Connection (FDOT Index No. 608)	EACH DAY	$200.00
169	Multilane, Work On Shoulder (FDOT Index No. 612)	EACH DAY	$100.00
170	Multilane, Work Within Travel Lane Median or Outside Lane (DOT Index No. 613)	EACH DAY	$125.00
171	Multilane, Work Within Travel Way, Center Lane (FDOT Index No. 614)	EACH DAY	$200.00
172	Multilane, Work In Intersection (FDOT Index No. 615)	EACH DAY	$100.00
173	Multilane, Work Near Intersection Median Or Outside Lane (FDOT Index No. 616)	EACH DAY	$225.00
174	Pedestrian Control For Closure Of Sidewalks (FDOT Index No. 660)	EACH DAY	$300.00
175	Excavator	EA	$750.00
176	Front End Loader	EA	$750.00
177	Loader Hoe (Back Hoe)	EA	$375.00
178	Bull Dozer	EA	$750.00
179	Motor Grader	EA	$750.00
180	Roller	EA	$375.00
181	Mixer	EA	$750.00
182	700 LBS Plate Tamp	EA	$250.00
183	Jumping Jack Tamp	EA	$250.00
184	60” M.E.S.	EA	$6,894.00
185	60” R.C.P. 0’ to 6’ deep	LF	$428.75
186	60” R.C.P. Greater than 6' deep	LF	$598.68
187	Precast Box Culvert 3’ x 4’	LF	$875.00
188	Precast Box Culvert 3’ x 5’	LF	$925.00
189	Head Walls for Precast Box Culverts	CY	$850.00
190	M.E.S. with Grates FDOT Index 273 - 15" R.C.P./C.M.P.	EA	$1,619.60
191	M.E.S. with Grates FDOT Index 273 - 18" R.C.P./C.M.P.	EA	$2,612.90
192	M.E.S. with Grates FDOT Index 273 - 24" R.C.P./C.M.P.	EA	$3,495.42
193	M.E.S. with Grates FDOT Index 273 - 30" R.C.P./C.M.P.	EA	$5,190.60
194	M.E.S. with Grates FDOT Index 273 - 36" R.C.P./C.M.P.	EA	$6,889.79
195	M.E.S. with Grates FDOT Index 273 - 42" R.C.P./C.M.P.	EA	$9,529.00
196	M.E.S. with Grates FDOT Index 273 - 48" R.C.P./C.M.P	EA	$11,865.80
197	M.E.S. with Grates FDOT Index 273 - 54" R.C.P./C.M.P.	EA	$16,200.32
198	M.E.S. with Grates FDOT Index 273 - 60" R.C.P./C.M.P.	EA	$19,541.45
199	M.E.S. with Grates FDOT Index 273 - 12"X18" E.R.C.P.	EA	$2,462.10
200	M.E.S. with Grates FDOT Index 273 - 19"X10" E.R.C.P.	EA	$2,909.32
201	M.E.S. with Grates FDOT Index 273 - 24"X38" E.R.C.P.	EA	$4,009.50

202	M.E.S. with Grates FDOT Index 273 - 29"X45" E.R.C.P.	EA	$7,038.02
203	M.E.S. with Grates FDOT Index 273 - 34"X53" E.R.C.P.	EA	$9,192.60
204	M.E.S. with Grates FDOT Index 273 - 38"X60" E.R.C.P.	EA	$11,543.00
205	M.E.S. with Grates FDOT Index 273 - 43"X68" E.R.C.P.	EA	$14,049.82
206	M.E.S. with Grates FDOT Index 273 - 48"X76" E.R.C.P.	EA	$19,357.99
207	M.E.S. with Grates FDOT Index 273 - 53"X83" E.R.C.P.	EA	$23,874.82
208	M.E.S. with Grates FDOT Index 273 - 58"X91" E.R.C.P.	EA	$28,374.87
209	M.E.S. without Grates FDOT Index 272 - 15" R.C.P./C.M.P.	EA	$1,250.00
210	M.E.S. without Grates FDOT Index 272 - 18" R.C.P./C.M.P.	EA	$1,250.00
211	M.E.S. without Grates FDOT Index 272 - 24" R.C.P./C.M.P.	EA	$1,550.00
212	M.E.S. without Grates FDOT Index 272 - 30" R.C.P./C.M.P.	EA	$1,950.00
213	M.E.S. without Grates FDOT Index 272 - 36" R.C.P./C.M.P.	EA	$2,585.00
214	M.E.S. without Grates FDOT Index 272 - 42" R.C.P./C.M.P.	EA	$3,688.00
215	M.E.S. without Grates FDOT Index 272 - 48" R.C.P./C.M.P	EA	$4,685.00
216	M.E.S. without Grates FDOT Index 272 - 54" R.C.P./C.M.P.	EA	$5,500.00
217	M.E.S. without Grates FDOT Index 272 - 60" R.C.P./C.M.P.	EA	$6,894.00
218	M.E.S. without Grates FDOT Index 272 - 12"X18" E.R.C.P.	EA	$1,350.00
219	M.E.S. without Grates FDOT Index 272 - 19"X10" E.R.C.P.	EA	$1,350.00
220	M.E.S. without Grates FDOT Index 272 - 24"X38" E.R.C.P.	EA	$1,650.00
221	M.E.S. without Grates FDOT Index 272 - 29"X45" E.R.C.P.	EA	$2,050.00
222	M.E.S. without Grates FDOT Index 272 - 34"X53" E.R.C.P.	EA	$2,685.00
223	M.E.S. without Grates FDOT Index 272 - 38"X60" E.R.C.P.	EA	$3,788.00
224	M.E.S. without Grates FDOT Index 272 - 43"X68" E.R.C.P.	EA	$4,785.00
225	M.E.S. without Grates FDOT Index 272 - 48"X76" E.R.C.P.	EA	$5,800.00
226	M.E.S. without Grates FDOT Index 272 - 53"X83" E.R.C.P.	EA	$7,185.00
227	M.E.S. without Grates FDOT Index 272 - 58"X91" E.R.C.P.	EA	$7,750.00
228	Guardrail Removal (metal guardrail only)	LF	$25.00
229	Guardrail Post Removal	EA	$10.00
230	Guardrail End Anchor Assembly Installation	EA	$4,250.00
231	57 Stone	TON	$60.00
232	By Pass Pump 6”	DAY	$875.00
233	By Pass Pump 8”	DAY	$1,045.00
234	By Pass Pump 10”	DAY	$1,150.00
235	By Pass Pump 12”	DAY	$1,250.00
236	Fiber Concrete	CY	$1,250.00
237	Cross Walk Sign	EA	$475.00
238	Cross Walk Ahead Sign	EA	$475.00
239	Desilting Pipe - 0" - 24"	LF	$395.00
240	Desilting Pipe - 25" - 36"	LF	$405.00
241	Desilting Pipe - 37" - 48"	LF	$415.00
242	Desilting Pipe - 49" - 60"	LF	$425.00
243	Desilting Pipe - 61" and Greater	LF	$435.00
244	Desilting Box Culvert	CY	$600.00
245	Videoing Pipe - Storm Sewer Inspection (Video Camera)	LF	$14.75

246	Videoing Pipe - Dewatering for Video Inspection	EA	$5,750.00
247	Videoing Pipe - Storm Sewer Inspection (Video Camera - per Joint)	EA	$3,265.00
248	Videoing Pipe - Sub-surface Utility Engineering (SUE) or Vvh/Soft Digs	DAY	$3,465.00
249	Horizontal Directional Drill	LF	$368.00
250	Miscellaneous Concrete - changes the Unit of Measure on the master contract from SY to CY.	CY	$1,500.00

EXHIBIT "B"
FEMA PUBLIC ASSISTANCE PROGRAM REQUIRED CONTRACT CLAUSES

1. Equal Employment Opportunity.

If this contract 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:

a. 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.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) 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. 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, 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 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.

3. 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 by FEMA.

4. 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 by FEMA.

5. Debarment and Suspension.

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 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. pt. 180, subpart C and 2 C.F.R. pt. 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. pt. 180, subpart C and 2 C.F.R. pt. 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. pt. 180, subpart C and 2 C.F.R. pt. 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.

6. 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

7. Procurement of Recovered Materials.

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items 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.

8. DHS Seal, Logo, and Flags.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

9. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

10. 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.

11. 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.

19	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

2/19/2019

BCC MEETING DATE

TO: **Michael D. Wanchick, County Administrator** **DATE:** **January 15, 2019**

FROM: **Jaime Lockler, Purchasing Manager** **PHONE:** **209-0158**

SUBJECT OR TITLE: **Bid No: 19-28; Bartram Trail Branch Library Fire Sprinkler Replacement**

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

BACKGROUND INFORMATION:

This project requires the contractor to provide all labor, materials, equipment, transportation and any other required items to remove all of the above ground fire sprinkler system, including but not limited to piping, fittings, sprinkler heads, compressor, escutcheons, valves, and electrical supervision. The entire fire sprinkler system is to be replaced except for the backflow preventer and the underground piping. The new piping systems are to be constructed of CPVC piping except where prohibited by code. The piping shall be protected from corrosion with a nitrogen generating system and the use of CPVC piping. Ceilings that need to be removed to perform the work shall be removed and reinstalled under this contract. Any damaged ceilings are to be repaired/replaced as required to ensure a uniform appearance. All piping that is exposed in the public area shall be painted per the architectural drawings. All valves shall be supervised, i.e., reconnected to the fire alarm system. The nitrogen generating system shall also be supervised by the fire alarm system. All work shall be performed in accordance with the plans and specifications issued for this project. The bid was advertised on December 10, 2018 in accordance with the St. Johns County Purchasing Policy and Procedures. One bid was received on January 9, 2019, with the responsive, responsible bid being submitted by Island Mechanical Contractor, Inc., in the lump sum amount of $187,223.00. Staff recommends awarding the bid to Island Mechanical Contractor Inc., and executing a contract for the completion of the work as specified in Bid No: 19-28.

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

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE: Facilities Maintenance - Maint - Culture and Rec (0031-54623) Library Services - Building Maintenance (0078-54600)

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2019-_____, authorizing the County Administrator, or his designee, to award Bid No: 19-28, Bartram Trail Branch Library Fire Sprinkler Replacement to Island Mechanical Contractor Inc., and to execute a contract in substantially the same form and format as attached for completion of work at the lump sum price of $187,223.00.

For Administration Use Only:
Legal: RDR 2/6/2019 **OMB: DC 2/6/2019** **Admin: Joy Andrews 2/11/2019**

RESOLUTION NO. 2019 -___

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO: 19-28 AND TO EXECUTE AN AGREEMENT WITH ISLAND MECHANICAL CONTRACOR INC., FOR THE BARTRAM TRAIL BRNACH LIBRARY FIRE SPRINKLER REPLACEMENT

RECITALS

WHEREAS, the County desires to enter into contract with Island Mechanical Contractor Inc., to perform the Bartram Trail Branch Library Fire Sprinkler Replacement; and

WHEREAS, the scope of the Project consists the provision of all labor, materials, equipment, transportation and any other required items to remove all of the above ground fire sprinkler system, including but not limited to piping, fittings, sprinkler heads, compressor, escutcheons, valves, and electrical supervision. The entire fire sprinkler system is to be replaced except for the backflow preventer and the underground piping. The new piping systems are to be constructed of CPVC piping except where prohibited by code. The piping shall be protected from corrosion with a nitrogen generating system and the use of CPVC piping. Ceilings that need to be removed to accomplish this project shall be removed and reinstalled under this contract. Any damaged ceilings are to be repaired/replaced as required to ensure a uniform appearance. All piping that is exposed in the public area shall be painted per the architectural drawings. All valves shall be supervised, i.e., reconnected to the fire alarm system. The nitrogen generating system shall also be supervised by the fire alarm system; and

WHEREAS, through the County's formal Bid process, Island Mechanical Contractor, Inc., was determined to be the responsive, responsible bidder to enter into a contract 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 contracts to complete the work services serves a public purpose.

WHEREAS, the contract 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 award Bid 19-28 to Island Mechanical Contractor, Inc., and to execute a contract for the services set forth therein.

Section 3. Upon Board approval, the County Administrator, or designee, is authorized to execute an agreement 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 Bid 19-28.

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 _____, 2019.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: _____
Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk
By: _____
Deputy Clerk

STANDARD AGREEMENT
BETWEEN
OWNER AND CONTRACTOR
(1992 EDITION, REVISED 12/18/13)

This Contract Agreement ("Agreement") is made as of _____, 20____ by and between **St. Johns County**, **FL** ("Owner"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084, and **Islands Mechanical Contractor Inc.,** ("Contractor"), whose principal offices are located at 3070 Blanding Blvd., Middleburg, FL 32068; Phone: (904) 406-6100; Fax: (904) 291-4610; and E-mail: sturnage@islandmechanical.com, under seal for Construction of **Bid No: 19-28; Bartram Trail Branch Library Fire Sprinkler Replacement**, hereinafter referred to as the "Project".

The Owner and the Contractor hereby agree as follows:

ARTICLE I
THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract

1.1.1 The Contract between the Owner and the Contractor, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2 The Contract Documents

1.2.1 The Contract Documents consist of this Agreement, the Bid Documents and Bid Forms, Specifications, all Change Orders and Field Orders issued hereafter and executed by the parties and the Engineers, any other amendments hereto executed by the parties hereafter, together with the following: Bid Documents, Addendum 1, Bonds and Insurance.

Documents not enumerated in this Paragraph 1.2.1 are not Contract Documents and do not form part of this Agreement.

1.3 Entire Agreement

1.3.1 The Contract, together with the Contractor's Public Construction Bond for the Project, constitutes the entire and exclusive agreement between the Owner and the Contractor with reference to this Project. Specifically, but without limitation, this Agreement supersedes any Bid Documents not listed among the Contract Documents described above and all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor.

1.4 No Privity with Others

1.4.1 Nothing contained in this Agreement shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Contractor.

1.5 Intent and Interpretation

1.5.1 The intent of this Agreement is to require complete, correct and timely execution of the Work. Any work that may be required implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 The Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in this Agreement, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.5.4 The words "include," "includes" or "including," as used in this Agreement, shall be deemed to be followed by the phrase "without limitation."

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a material breach of this Agreement shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence, or condition shall be deemed not to constitute a material breach of this Agreement.

1.5.6 Words or terms used as nouns in this Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.5.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings and the Product Data and shall give written notice to the Engineer and the Owner of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the Owner or the Engineer of the Contract Documents, Shop Drawings, or Product Data shall not relieve any such approval by evidence of the Contractor's compliance with the Contract. The Owner has requested the Engineer to only prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated, and sufficient for construction. HOWEVER, THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and shall not rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made.

1.5.8 As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern; as between larger scale and smaller scale drawings, the larger scale shall govern.

1.5.9 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or Scope of Work to be performed by Subcontractors.

1.6 Ownership of Contract Documents

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without Owner's prior written authorization.

ARTICLE II
THE WORK

2.1 Scope of Work

The Contractor shall perform all of the Work required, implied, or reasonably inferable from, this Agreement.

2.1.1 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Agreement, including the following: construction of the whole or a designated part of the Project in the manner set forth in the Contract Documents; furnishing of any required Surety Bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Agreement. The Work to be performed by the Contractor is generally described as follows:

The scope of work for this project shall consist of the provision of all labor, materials, equipment, transportation and any other required items to remove all of the above ground fire sprinkler system, including but not limited to piping, fittings, sprinkler heads, compressor, escutcheons, valves, and electrical supervision. The entire fire sprinkler system is to be replaced except for the backflow preventer and the underground piping. The new piping systems are to be constructed of CPVC piping except where prohibited by code. The piping shall be protected from corrosion with a nitrogen generating system and the use of CPVC piping. Ceilings that need to be removed to accomplish this project shall be removed and reinstalled under this contract. Any damaged ceilings are to be repaired/replaced as required to ensure a uniform appearance. All piping that is exposed in the public area shall be painted per the architectural drawings. All valves shall be supervised, i.e., reconnected to the fire alarm system. The nitrogen generating system shall also be supervised by the fire alarm system.

All work shall be performed in accordance with the plans and specifications under Bid No: 19-28.

ARTICLE III
CONTRACT TIME

3.1 Time and Liquidated Damages

3.1.1 The Contractor shall commence the Work within **ten (10)** days upon receipt of the Notice to Proceed and shall Substantially Complete all Work within **One Hundred Sixty Five (165)** consecutive calendar days. Final Completion shall be reached by or before **Fifteen (15)** consecutive calendar days after Substantial Completion.

The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Final Completion, shall constitute the "Contract Time."

3.1.2 The Contractor shall pay the Owner the sum of **$958.00** per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sum's due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Agreement. When the Owner reasonably believes that Substantial Completion shall be inexcusably delayed the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.2 Substantial Completion

3.2.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Agreement that the Owner can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

3.3 Time is of the Essence

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Agreement.

ARTICLE IV
CONTRACT PRICE

4.1 The Contract Price

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all the Work required herein a total Lump Sum price of **One Hundred Eighty Seven Thousand Two Hundred Twenty Three Dollars ($187,223.00.00)**.

The sum set forth in the Paragraph 4.1 shall constitute the Contract Price, which shall not be modified except by Change Order as provided in this Agreement.

ARTICLE V
PAYMENT OF THE CONTRACT PRICE

5.1 Schedule of Values

5.1.1 Within ten (10) calendar days of the effective date hereof, the Contractor shall submit to the Owner and to the Project Director a Schedule of Values allocating the Contract Price to the various portions of the Work. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Project Director or the Owner may require to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Agreement. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been agreed upon in writing by the Project Director and the Owner. The Owner may terminate this Agreement without liability of any kind if the Schedule of Values is not agreed upon within fifteen (15) calendar days of the effective date hereof.

5.2 Payment Procedure

5.2.1 The Owner shall pay the Contract Price to the Contractor as provided below.

5.2.2 Progress Payments - On or before the fifteen (15) day of each month after commencement of the Work, the Contractor shall submit an Application for Payment for the period ending the thirtieth (30th) day of the previous month to the Project Director in such form and manner, and with such supporting data and content, as the Project Director may require. Therein, the Contractor may request payment based upon the amount of work done or completed. All partial estimates and payments shall be subject to correction when submitted. Based upon the Contractor's Applications for Payment submitted to the Project Director and upon Certificates for Payment subsequently issued to the Owner by the Project Director, payments will be made in accordance with the Local Government Prompt Payment Act.

5.2.3 The amount of such payments shall be the total value of the Work done to the date of the estimate, based upon the quantities and the Contract unit and/or lump sum prices, less an amount retained and less payments previously made. The amount retained shall be determined in accordance with Section 255.078 of the Florida Statutes:

(a) Owner may withhold from each progress payment made to the Contractor an amount not to exceed ten (10) percent of the payment as retainage until fifty (50) percent completion of the Work.

(b) After fifty (50) percent completion of the Work is purchased pursuant to this Agreement, Owner will reduce to five (5) percent the amount of retainage withheld from each subsequent progress payment made to the Contractor. The term "fifty (50) percent completion" as used in this provision means the point at which Owner has expensed fifty (50) percent of the total cost of the Work purchased as provided herein, together with all costs associated with existing change orders and other additions or modifications to the Work described herein.

(c) After fifty (50) percent completion of the Work is purchased pursuant to this Agreement, the Contractor may present to the Owner a payment request for up one-half of the retainage held by the Owner. The Owner shall make prompt payment to the Contractor, unless in accordance with Section 255.078(6) of the Florida Statutes, such funds are the subject of a good faith dispute, claim or demand by the Owner or the Contractor.

5.2.4 Each Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested that the Work has been properly installed or performed in full accordance with this Agreement, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Project Director and Engineer shall review the Application for Payment and may also review the Work at the project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Agreement. The Project Director shall determine and certify to the Owner the amount properly owing to the Contractor. The Owner shall make partial payments on accounts of the Contract Price within thirty (30) days following the Project Director's receipt of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Project Director less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Agreement. The Project Director's certification of the Contractor's Application for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in Paragraph 5.3 herein below.

5.2.5 The Contractor warrants that title to all Work covered by an Application shall pass to the Owner no later than time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.6 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

5.2.7 No progress payment, nor any use or occupancy of the Project by the Owner, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Agreement.

5.3 Withheld Payment

5.3.1 Owner may decline to make payment, may withhold funds and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the Owner from loss because of:

a) Defective Work not remedied by the Contractor and, in the opinion of the Owner, not likely to be remedied by the Contractor;
b) claims of third parties against the Owner or the Owner's property;
c) Failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
d) Evidence that the balance of the Work cannot be completed in accordance with the Contract for unpaid balance of the Contract Price;
e) Evidence that the Work shall not be completed in the time required for Substantial or Final Completion;
f) Persistent failure to carry out the Work in accordance with the Contract;
g) Damage to the Owner or a third party to whom the Owner is, or may be, liable.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand.

5.4 Unexcused Failure to Pay

5.4.1 If within ten (10) days after the date established herein for payment to the Contractor by the Owner, the Owner, without cause or basis hereunder, fails to pay the Contractor any amount due and payable to the Contractor, then the Contractor may after seven (7) additional days, written notice to the Owner and the Project Director, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the Owner have been received. Any payment not made within ten (10) days after the date due shall bear interest at the rate of 12 percent (12%) per annum.

5.5 Substantial Completion

5.5.1 When the Contractor believes the Work is Substantially Complete, the Contractor shall submit to the Project Director a list of items to be completed or corrected. When the Project Director on the basis of an inspection determines that the Work is in fact Substantially Complete, he shall prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees required by the Contract shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

Until Final Completion and acceptance of the Work by the Owner, the Owner shall pay the Contractor an amount equal to ninety percent (90%) of the Contract price. Ten Percent (10%) of the Contract Price shall be retained until Final Completion, acceptance of the Work by the Owner and Final Payment to the Contractor.

5.6 Final Completion and Final Payment

5.6.1 When all the Work is finally complete and the Contractor is ready for a Final Inspection, it shall notify the Owner and the Project Director thereof in writing. Thereupon, the Project Director shall make Final Inspection of the Work and, if the Work is complete in full accordance with this Agreement and this Agreement has been fully performed, the Project Director shall promptly issue a Final Certificate for Payment and if required to repeat its Final Inspection of the Work, the Contractor shall bear the cost of such repetition of the Work, the Contractor shall bear the cost of such repeat Final Inspection(s) which cost may be deducted by the Owner and all other Authorities having jurisdiction under Florida Laws or regulations.

5.6.1.1 If the Contractor fails to achieve Final Completion within the time fixed therefore by the Engineer in its Certificate of Substantial Completion, the Contractor shall pay the Owner liquidated damages at the sum shown in Paragraph 3.1.2. per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the Work. Any sum's due and payable hereunder by the Contractor shall be payable, not as penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing the Contract. When the Owner reasonably believes that Final Completion shall be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages

applicable to such delays. If and when the Contractor overcomes the delay in achieving Final Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.6.2 The Contractor shall not be entitled to Final Payment unless and until it submits to the Project Director its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of claims and lien from all Subcontractors of the Contractor and of any and all other parties required by the Project Director or the Owner; consent of Surety, if any, to Final Payment. If any third party fails or refuses to provide a release of claim or waiver of a lien as required by Owner the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

5.6.3 The Owner shall make Final Payment of all sums, due the Contractor within thirty (30) days of the Project Director's execution of a Final Certificate for Payment.

5.6.4. Acceptance of Final Payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of Final Payment, and identified in writing by the Contractor as unsettled at the time of its request for Final Payment.

ARTICLE VI
THE OWNER

6.1 Information, Services and Things Required from Owner

6.1.1 The Owner shall furnish to the Contractor, at the time of executing this Agreement, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly, or at all, and shall have no liability therefore. The Owner shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site. Copies may be provided instead of originals.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the Owner shall obtain all approvals, easements, and the like required for construction.

6.1.3 The Owner shall furnish the Contractor, free of charge, 5 copies of the Contract Documents for execution of the Work. The Contractor shall be charged, and shall pay the Owner $25.00 per additional set of Contract Documents which it may require.

6.2 Right to Stop Work

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Agreement, the Owner may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

6.3 Owner's Right to Perform Work

6.3.1 If the Contractor's Work is stopped by the Owner under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage shall be eliminated or corrected, the Owner may, without prejudice to any other rights or remedies the Owner may have against the Contractor, proceed to carry out the subject Work.

In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, and compensation for the Owner's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, the Contractor shall pay the difference to the Owner.

ARTICLE VII
THE CONTRACTOR

7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work where Contractor knows or should know such work involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Project Director and the Owner, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 The Contractor shall perform the Work strictly in accordance with this Agreement.

7.3 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees and other engaged in the Work on behalf of the Contractor.

7.4. Warranty

7.4.1 The Contractor warrants to the Owner that all labor furnished to progress the Work under this Agreement shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that materials and equipment furnished shall be of good quality, free from faults and defects and in strict conformance with this Agreement. This warranty shall survive termination of this Agreement and shall not be affected by Final Payment hereunder. All Work not conforming to these requirements may be considered defective.

7.5 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

7.6 Supervision

7.6.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner or Assignees.

7.6.2 Key supervisory personnel assigned by the Contractor to this Project are as follows:

Name	**Function**
_____	_____
_____	_____
_____	_____

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals have been listed above.

7.7 The Contractor, prior to commencing the Work, shall submit to the Project Director for his information, the Contractor's schedule for completing the Work. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each sum revision shall be furnished to the Project Director. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a material breach of this Agreement.

7.8 The Contractor shall continuously maintain at the site, for the benefit of the Project Director, one record copy of this Agreement marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the site for the Project Director the approved Product Data, Samples and

other similar required submittals. Upon Final Completion of the Work, all of these record documents shall be delivered to the Owner.

7.9 Product Data and Samples

7.9.1 Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with the information received from the Contract Documents. All Product Data, Samples and other submittals shall belong to the Owner and shall be delivered, or returned to Owner, as applicable, prior to Submittals shall belong to Owner and shall be delivered, or returned to Owner, as applicable, prior to Substantial Completion.

7.10 Cleaning the Site and the Project

7.10.1 The Contractor shall keep the site reasonably clean during performance of the Work. Upon Final Completion of the Work, the Contractor shall clean the site and the Project and remove all waste, together with all of the Contractor's property therefrom.

7.11 Access to Work

7.11.1 The Owner and the Project Director shall have access to the Work at all times from commencement of the Work through Final Completion. The Contractor shall take whatever steps necessary to provide access when requested.

7.12 Indemnity

7.12.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, employees and officials from, and against, any, and all, administrative/legal/equitable liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the work, noted in either the Scope of Work, or the Contract Documents, that are referenced and considered a part of this Agreement. It is specifically noted that such liability, claims, damages, loss or expense includes any of those referenced instances attributable to bodily injury, sickness, disease, or death, or to injury to, or destruction of, personal and/or real property, including the loss of use resulting therefrom or incident to, connected with, associated with or growing out of direct and/or indirect negligent or intentional acts or omissions by the Contractor, a Subcontractor, or anyone directly, or indirectly employed by them, or anyone for whose acts the Contractor or Subcontractor may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

7.12.2 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

7.13 Safety

7.13.1 The Contractor shall be responsible for supervising all safety precautions, including initiating and maintaining such programs in connection with the performance of the Contract and for adequate maintenance of traffic.

7.13.2 The Contractor shall designate a member of the on-site construction team whose duty shall be the prevention of accidents. Unless notified otherwise in writing by the Contractor to the Owner and the Engineer, this person shall be the Contractor's Superintendent.

ARTICLE VIII
CONTRACT ADMINISTRATION

8.1 Project Director

8.1.1 The Project Director, unless otherwise directed by the Owner shall perform those duties and discharge those responsibilities allocated to the Project Director as set forth in this Agreement. The Project Director shall be the Owner's representative from the effective date of this Agreement until Final Payment has been made. The Project Director shall be authorized to act on behalf of the Owner only to the extent provided in this Agreement.

8.1.2 The Owner and the Contractor shall communicate with each other in the first instance through the Project Director.

8.1.3 The Project Director shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance there under by the Contractor. The Project Director shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

8.1.4 The Project Director shall review the Contractor's Applications for Payment and shall certify to the Owner for payment to the Contractor, those amounts then due to the Contractor as provided in this Agreement.

8.1.5 The Project Director shall have authority to reject Work, which is defective or does not conform to the requirements of this Agreement. If the Project Director deems it necessary or advisable, the Project Director shall authority to require additional inspection or testing of the Work for compliance with Contract requirements at Contractor's expense.

8.1.6 The Project Director shall review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

8.1.7 The Project Director shall prepare Change Orders and may authorize minor changes in the Work by field order as provided elsewhere herein.

8.1.8 The Project Director shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, shall receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by this Agreement and shall issue a Final Certificate for Payment upon compliance with the requirements of this Agreement.

8.1.9 The Project Director's decision in matters relating to aesthetic effect shall be final if consistent with the intent of this Agreement.

8.2 Claims by the Contractor

8.2.1 All Contractor claims shall be initiated by written notice and claim to the Project Director. Such written notice and claims must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

8.2.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Agreement and the Owner shall continue to make payments to the Contractor in accordance with this Agreement. The resolution of any claim under this Paragraph 8.2 shall be reflected by a Change Order executed by the Project Director and the Contractor.

8.2.3 Claims for Concealed and Unknown Conditions - Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Agreement, or should unknown conditions of an usual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Agreement, be encountered, wherein the Contract Documents or Standard Construction industry practices have not placed the responsibility of discovering such concealed and unknown conditions upon the Contractor prior to the Contractor submitting his Bid for the Work, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contract must give the Project Director written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

8.2.4 Claims for Additional Costs - If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefore, the Contractor shall give the Project Director written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving arise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.2.4.1 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor.

The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor has been established therefore in a court of competent jurisdiction.

8.2.5 Claims for Additional Time - If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Project Director, for such reasonable time as the Project Director may determine.

Any notice and claims for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving the rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim for an extension shall be waived. This paragraph shall not be deemed to waive any damages for delay that are covered by insurance.

8.2.5.1 Delays and Extensions of Time - An extension of Contract Time shall not be given due to weather conditions unless such weather conditions more severe than average have caused a delay. In requesting extension of time for weather conditions; Contractor shall present complete records and such requests shall document how weather conditions delayed progress of Work.

8.2.5.2 Excusable Delays – The Contractor shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's ommissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If the delay is caused by the failure of the Contractor's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the Contractor and its subcontractor(s), and is without the fault or negligence of either of them, the Contractor shall not be deemed to be in default.

Upon the Contractor's request, the County shall consider the facts and extent of any delay in performing the work and, if the Contractor's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement may be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

8.3 Field Orders

8.3.1 The Project Director shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and not inconsistent with the intent of the Contract. Such changes shall be effected by field order and shall be binding upon the Contractor. The Contractor shall carry out such field orders promptly.

ARTICLE IX
SUBCONTRACTORS

9.1 Definition

9.1.1 A Subcontractor is an entity, which has a direct Contract with the Contractor to perform a portion of the Work.

9.2 Award of Subcontracts

9.2.1 Upon execution of the Contract, the Contractor shall furnish the Project Director, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The Project Director shall promptly reply to the Contractor, in writing, stating any objections the Project Director may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Project Director has made a timely objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor, which correspond to those rights afforded to the Owner by Subparagraph 12.2.1 below.

ARTICLE X
CHANGES IN THE WORK

10.1 Changes Permitted

10.1.1 Changes in the Work within the general scope of this Agreement, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Agreement, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Agreement and the Contractor shall proceed promptly with such changes.

10.2 Change Order Defined

10.2.1 Change Order shall mean a written order to the Contractor executed by the Project Director, issued after execution of this Agreement, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. Only the Change Order may change the Contract Price and the Contract Time.

10.3 Changes in the Contract Price

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the Owner and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall than be determined by the Project Director on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the Owner or the Project Director requires, an itemized accounting of such expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by a pre-existing agreement or by custom, and workers' compensation insurance, reasonable costs of premiums for all Bonds and insurance, permit fees, and sales, use or other taxes related to the Work and paid by the Contractor, and reasonable costs of directly attributable to the change. In no event shall any expenditure or savings associated with the Contractor's home office or other non-jobsite overhead expenses be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the Owner, payments on account shall be made to the Contractor on the Owner's Certificate of Payment.

10.3.3 If Unit Prices are provided in the Contract, and if the quantities contemplated are so changed in proposed Change Order that application of such Unit Prices to the quantities of Work proposed shall cause substantial inequity to the Owner or to the Contractor, that applicable Unit Prices shall be equitable adjusted.

10.4 Minor Changes

10.4.1 The Project Director shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Agreement. Such minor changes shall be made by written Field Order, and shall be binding upon the Owner and the Contractor. The Contractor shall promptly carry out such written Field Orders.

10.5 Effect of Executed Change Order

10.5.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Agreement as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out or resulting from the Work included within or

affected by the executed Change Order.

10.6 Notice to Surety; Consent

10.6.1 The Contractor shall notify and obtain the timely consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by the Contractor's surety or by law. The Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI
UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

11.1.1 If any of the Work is covered contrary to the Project Director's request or to any provision of this Agreement, it shall, if required by the Project Director, be uncovered for the Project Director's inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time.

11.1.2 If any of the Work is covered in a manner not described in Subparagraph 11.1.1 above, it shall, if required by the by the Project Director or Owner, be uncovered for the Project Director's inspection. If such Work conforms strictly to this Agreement, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform to this Agreement, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 Correcting Work

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Project Director as defective or failing to conform to this Agreement. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the Owner for the Project Director's services and expenses made necessary thereby.

11.2.2 If within one (1) year after Substantial Completion of the Work, if any of the Work is found to be defective or not in accordance with this Agreement, the Contractor shall correct it within seven (7) days at the Contractor's expense upon receipt of written notice from the Owner. This obligation shall survive Final Payment by the Owner and termination of this Agreement. With respect to Work first performed and completed after Substantial Completion, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations, which the Contractor has under this Agreement. Establishment of the one (1) year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work, and has no relationship to the time which the obligation to comply with the Contract Documents may be sought to be enforced.

11.3 Owner May Accept Defective or Nonconforming Work

11.3.1 If the Owner chooses to accept defective or nonconforming Work, the Owner may do so. In such events, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project had it not been constructed in such manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for its acceptance or defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII
CONTRACT TERMINATION

12.1 Termination by the Contractor

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days written notice to the Owner, terminate performance under this Agreement and

recover from the Owner payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate if such failure is not substantially corrected within fifteen (15) days, the Contractor may terminate performance under this Agreement by written notice to the Project Director. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Agreement for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 Termination by the Owner

12.2.1 For Convenience

12.2.1.1 The Owner may terminate this Agreement for convenience. In such instance, the Owner shall provide written notice of such termination to the Contractor specifying when termination shall become effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

12.2.1.4 (a) The Contractor shall submit a termination claim to the Project Director specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Project Director. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

(b) The Owner and the Contractor may agree to compensation, if any, due to the Contractor hereunder.

(c) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts;

(d) Contract prices for labor, materials, equipment, and other services accepted under this Agreement;

(e) Reasonable costs incurred in preparing to perform and in performing a portion of the Work prior to termination and not included in (d) or (e), and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract had been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(f) Reasonable costs of settling and paying claims arising out of the termination of Subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 For Cause

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to perform the Work in a timely manner, supply enough properly skilled Workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors, or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise substantially violates a material provision of this

Agreement, then the Owner may, by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price less any liquidated damages due under this Agreement, exceeds the cost of finishing the Work, including compensation for the Project Director's additional services and expenses made necessary thereby, such exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

12.2.2.4 Neither the Contractor nor the Owner shall be liable to the other for any failure to perform under this Agreement to the extent that such performance is prevented by an act of God, war, riots, natural catastrophe, strikes, lockouts, labor disputes, or other event(s) beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; providing that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration; (b) promptly remedied or mitigated the effect of the occurrence to the extent possible; and (c) resumed performance as soon as possible.

ARTICLE XIII
INSURANCE

13.1 Contractor's Insurance:
The Contractor shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. **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 Contractor 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 Contractor 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 Contractor 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 Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor 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 Contractor shall maintain throughout the duration of the awarded 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 Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

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

The Contractor shall maintain, throughout the 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 Contractor 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.

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

ARTICLE XIV
MISCELLANEOUS

14.1 Governing Law & Venue

14.1.1 The Contract shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Contract shall be St. Johns County, Florida.

14.2 Successors and Assigns

14.2.1 The Owner and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Agreement. The Contractor shall not assign this Agreement without written consent of the Owner.

14.3 Surety Bonds

14.3.1 The Contractor shall furnish a separate Public Construction Bond to the Owner. Such Bonds shall set forth a penal sum in an amount not less than the Contract Price. The Bond furnished by the Contractor shall incorporate by reference the terms of this Agreement as fully as though they were set forth verbatim in such Bonds. The Public Construction Bond shall provide that in the event the Contract Price is adjusted by Change Order executed by the Contractor. The Public Construction Bond furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a Surety, or Sureties, reasonably suitable to the Owner.

14.4. Safety of Persons and Property

14.4.1 When existing utility lines shown on the Drawings are to be removed or relocated, the Contractor shall notify the Engineer in ample time for taking measures for prevention of the interruption of any required services prior to the beginning of operations. In the event that the Contractor damages any existing utility lines not shown on the Drawings, the location of which is not known to the Contractor report thereof shall be made immediately to the Engineer.

14.4.2 Locations of existing utility lines shown on the Drawings are based on the best information available to the Engineer, but shall not be considered exact either as to location or number of such lines.

14.4.3 Contractor shall protect utility lines constructed under terms of the agreement and those discovered or shown on Drawings to be existing. Damage occurring to utility lines due to Contractor's operations shall be repaired at no cost to the Owner.

14.5. Authority to Execute

14.5.1 Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative shown below.

ARTICLE XV
EQUAL EMPLOYMENT OPPORTUNITY

15.1 Contractor's Employment Opportunity

15.1.1 The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age.

The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, 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 setting forth the policies of non-discrimination.

15.1.2 The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin or age.

ARTICLE XVI
APPRENTICESHIP LAW REQUIREMENTS

16.1 Apprenticeship Law (Chapter 446, Florida Statutes)

16.1.1 The Contractor shall make a diligent effort to hire for Performance of the Contract a number of apprentices in each occupation which bears to the average number of journeyman in that occupation to be employed in the performance of the Contract, the ratio of at least one (1) apprentice or trainee to every five (5) journeymen.

16.1.2 The Contractor shall, when feasible and except when the number of apprentices or trainees to be hired is fewer than four (4), assure that twenty-five (25) percent of such apprentices or trainees are in their first year of training. Feasibility here involves a consideration of the availability of training opportunities for first year apprentices or trainees, the hazardous nature of the Work for beginning workers, and excessive unemployment of apprentices or trainees in their second or subsequent years of training.

16.1.3 The Contractor, during the performance of the Contract, shall make diligent efforts to employ the number of apprentices or trainees necessary to meet requirements of Subparagraphs a. and b. However, on-the-job training programs shall only be established in non-apprenticable trades or occupations to meet the requirements of this section.

16.1.4 The Contractor agrees to return records of employment, by trade, of the number of apprentices or trainees by first year of training, and the number of journeymen and the wages paid, and hours of work, of such persons on a form as prescribed by the Bureau of Apprenticeship of the Division of Labor at three (3) month intervals. Submission of duplicate copies of forms submitted to the United States Department of Labor shall be sufficient compliance with the provisions of the section.

16.1.5 The Contractor agrees to supply the Bureau of Apprenticeship of the Division of Labor, at three (3) months intervals, a statement describing steps taken toward making diligent effort and containing a breakdown by craft or hours worked and wages paid for first year apprentices or trainees, other apprentices or trainees and journeymen.

16.1.6 The Contractor agrees to insert in any Subcontract under this Agreement the requirements contained in this section. "The term Contractor" as used in such clauses and any Subcontract shall mean the Subcontractor.

16.1.7 Anything herein to the Contrary notwithstanding, Contractor agrees to comply with all of the provisions of Florida Statutes 446 and all regulations prescribed by the Bureau of Apprenticeship of the Division of Labor.

ARTICLE XVII
PUBLIC RECORDS

17.1 Public Records

17.1.1 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.

17.1.2 In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor 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 Contractor 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 Contractor or keep and maintain public records required by the County to perform the Services.

17.1.3 If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor 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.

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

IF THE CONTRACTOR 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.

Bid No: 19-28; Bartram Trail Branch Library Fire Sprinkler Replacement

Owner:

St. Johns County, FL (Seal)
(Typed Name)

By: _____
Signature of Authorized Representative

Jaime T. Locklear, MPA, CPPO, CPPB, FCCM
Printed Name

Purchasing Manager
Title

_____
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

Contractor:

Island Mechanical Contractor Inc. (Seal)
(Typed Name)

By: _____
Signature of Authorized Representative

_____
Printed Name & Title

_____
Date of Execution

NOTICE OF INTENT TO AWARD

January 15, 2019

RE: Bid No: 19-28; Bartram Trail Branch Library Fire Sprinkler Replacement

Please be advised that the Purchasing Department of the St. Johns County Board of County Commissioners is issuing this notice of its Intent to Award a contract to Island Mechanical Contractor Inc., as the responsive, responsible bidder for Bid No: 19-28; Bartram Trail Branch Library Fire Sprinkler Replacement. This notice will remain posted on the **St. Johns County Purchasing Department bulletin board** until 1:00 PM, Friday, January 18, 2019.

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 award and execute a contract.

Please forward all correspondence, requests or inquiries directly to Leigh Daniels, CCPB, Procurement Supervisor, at ldaniels@sjcfl.us.

Sincerely,
St. Johns County, FL
Board of County Commissioners

County Representative Signature

Date: 1/15/19

Leigh A. Daniels, CPPB
Procurement Supervisor
(904) 209-0154 – Direct
(904) 209-0155 – Fax
ldaniels@sjcfl.us

ST. JOHNS COUNTY
PURCHASING DEPARTMENT

500 San Sebastian View
St. Augustine, Florida 32084

INTEROFFICE MEMORANDUM

TO: Bill Freeman, P.E., Chief Engineer, Public Works Department

FROM: Leigh A. Daniels, CPPB, Procurement Supervisor

SUBJECT: Bid No. 19-28, Bartram Trail Branch Library Fire Sprinkler Replacement

DATE: January 9, 2019

Attached are copies of the bid proposals received for the above mentioned along with a copy of the Bid Tabulation Sheet.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return at your earliest convenience. We will prepare the agenda item and contract.

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

Department Head Approval William H. Freeman

Date 1/10/19

Budget Amount 196,904.00

Account Funding Title Library Maintenance Deferred Maintenance

Funding Charge Code 0031-541623 / 0078-541600

Award to IMC

Award Amount # 187,223.00

ST. JOHNS COUNTY
BID TABULATION

BID TITLE BARTRAM TRAIL BRANCH LIBRARY FIRE SPRINKLER REPLACEMENT

BID NUMBER 19-28

OPENING DATE/TIME January 9, 2019 2:00 PM

POSTING DATE/TIME FROM 01/09/19 3:00 PM — UNTIL 01/14/19 3:00 PM

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

OPENED BY LEIGH DANIELS
TABULATED BY SHELLY VONGCHANATA
VERIFIED BY

BIDDERS	TOTAL LUMP SUM BID	ALTERNATE BID LUMP SUM PRICE	BID BOND	ADDENDUM # 1	ATTENDED MANATORY PRE-BID MEETING			
IMC	**$187,223.00**	**N/A**	**Yes**	**Yes**	**Yes**			

BID AWARD DATE - _____

BID NO: 19-28

REVISED OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: BARTRAM TRAIL BRANCH LIBRARY FIRE SPRINKLER REPLACEMENT

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

DATE SUBMITTED: 01/08/2019

BID PROPOSAL OF

Islands Mechanical Contractor Inc (IMC)
Full Legal Company Name

3070 BLANDIND BLVD. MIDDLEBURG, FL 32068	904-406-6100	904-291-4610
Mailing Address	Telephone Number	Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 19-28; Bartram Trail Branch Library Fire Sprinkler Replacement in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

LUMP SUM BID PRICE: The Lump Sum Bid for this project shall be for the complete construction of the project, in accordance with the plans and specifications.

$ 187,223.00
Lump Sum Bid Price (Numerical)

one hundred eighty-seven thousand two hundred twenty-three and 00 /100 Dollars
Lump Sum Bid Price (Amount written or typed in words)

ALTERNATE BID LUMP SUM PRICE:

Should the bidder wish to submit an alternate proposal, they shall provide sufficient detail in their proposed plan, so that the engineer can evaluate its feasibility.

$ N/A (Add or Deduct) circle one

N/A /100 Dollars
Alternate Lump Sum Bid Price (Amount written or typed in words)

Bidders shall input amounts in numerals and in words. Any discrepancy between the amounts provided shall be determined by the amount written in words for each bid item above.

BID NO: 19-28

During the preparation of the Bid, the following addenda, if any, were received:

No.: 1 Date Received: 01/02/2019

No.: _____ Date Received:

No.: _____ Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the Owner, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) of Total Lump Sum Bid Price, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

BID NO: 19-28

CORPORATE/COMPANY

Full Legal Company Name: Islands Mechanical Contractor Inc (IMC) (Seal)

By: _____ SEAN TURNAGE CFO
Signature of Authorized Representative (Name & Title typed or printed)

By: _____ _____
Signature of Authorized Representative (Name & Title typed or printed)

Address: 3070 BLANDIND BLVD. MIDDLEBURG, FL 32068
Telephone No.: (___) 904-406-6100 Fax No.: (___) 904-291-4610

Email Address for Authorized Company Representative: sturnage@islandsmechanical.com
Federal I.D. Tax Number: 59-3144925 DUNS #: 809013252
(If applicable)

INDIVIDUAL

Name: N/A
(Signature) (Name typed or printed) (Title)

Address: N/A
Telephone No.: (___) _____ Fax No.: _____
Email Address: _____
Federal I.D. Tax Number: _____

Submittal Requirements:
Official County Bid Form
Attachment "A" – St Johns County Board of County Commissioners Affidavit
Attachment "B" – Certificate as to Corporate Principal
Attachment "C" – License / Certification List
Attachment "D" – List of Proposed Sub-Contractors/Suppliers
Attachment "E" – Conflict of Interest Disclosure Form
Attachment "F" - Proof of Insurance
Attachment "G" – Experience of Bidder Form
Bid Bond Form
Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", and "G" Bid Bond must be completed, along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

BID NO: 19-28

ATTACHMENT "A"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

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

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

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared SEAN TURNAGE who being duly sworn, deposes and says he is CFO (Title) of the firm of Islands Mechanical Contractor Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 19-28; Bartram Trail Branch Library Fire Sprinkler Replacement, in St. Johns County, Florida.

The affiant further states that no more that one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder 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, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

Islands Mechanical Contractor Inc (IMC)
(Bidder)

By: _____

CFO
(Title)

Sworn and subscribed to me this 8 day of January, 2019.

Notary Public:
Shannon Toro
Signature
Shannon Toro
Printed

My commission Expires: 3.30.2022

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.

BID NO: 19-28

ATTACHMENT "B"
CERTIFICATES AS TO CORPORATE PRINCIPAL

I, Sean Turnage, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that Ronald Chason who signed the said bond on behalf of the Principal, was then CEO of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of it's governing body.

Secretary Corporate Seal

(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared Benjamin Powell to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the Travelers Casualty and Surety Company of America and that he has been authorized by Power of Attorney to execute the foregoing bond on behalf of the surety named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me this 9th day of January, 2019, A.D.

ANNETTE EVANS
Notary Public, State of Florida
My Comm. Expires 04/29/2022
Commission No. GG182968

NOTARY PUBLIC
State of Florida-at-large

My Commission Expires: April 29 2022

(Attach Power of Attorney to original Bid Bond and Financial Statement of Surety Company)

BID NO: 19-28

ATTACHMENT "C"
LICENSE / CERTIFICATION LIST

In the space below, the Bidder shall list all **current** licenses and certifications held.

The bidder shall attach a copy of each current license or certification listed below to this form.

License Name	License #	Issuing Agency	Expiration Date
Robert Turnage	CGC1506563	FL DBPR	08/31/2020
Kevin Clinard	EC13005227	FL DBPR	08/31/2020
Lee Moody	FPC18-000062	FL Financial Services	08/31/2010
James Duke	124062	NICET III	11/1/2020

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

TURNAGE, ROBERT JAMES

ISLANDS MECHANICAL CONTRACTOR INC
3070 BLANDING BLVD.
MIDDLEBURG FL 32068

LICENSE NUMBER: CGC1506563

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CLINARD, KEVIN DALE

ISLANDS MECHANICAL CONTRACTOR, INC.
3070 BLANDING BLVD. SUITE B
MIDDLEBURG FL 32068

LICENSE NUMBER: EC13005227

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Jimmy Patronis
CHIEF FINANCIAL OFFICER

Julius Halas
DIVISION DIRECTOR

Casia Sinco
BUREAU CHIEF

Keith McCarthy
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL
200 East Gaines Street - Tallahassee, Florida 32399-0342
Tel. 850-413-3644 Fax. 850-410-2467

CERTIFICATE OF COMPETENCY
OFFICIAL COPY

THIS CERTIFIES THAT: Lee M Moody
3070 Blanding Blvd
Middleburg FL 32068

BUSINESS ORGANIZATION: IMC Fire Protection, LLC

Contractor I includes the execution of contracts requiring the ability, experience, knowledge, science, and skill to intelligently layout, fabricate, install, inspect, alter, repair, or service all types of Fire Protection Systems, excluding Pre-Engineered Systems.

Issue Date:	07/01/2018
Type:	07
Class:	10
County:	Clay
License/Permit #:	FPC18-000062
Expiration Date:	06/30/2020

Chief Financial Officer

NATIONAL INSTITUTE FOR CERTIFICATION IN ENGINEERING TECHNOLOGIES®

Providing Certification Programs Since 1961

BE IT KNOWN THAT

James A Duke

IS HEREBY AWARDED CERTIFICATION AT

LEVEL III

IN FIRE PROTECTION ENGINEERING TECHNOLOGY
WATER-BASED SYSTEMS LAYOUT

BASED UPON SUCCESSFUL DEMONSTRATION OF REQUISITE KNOWLEDGE, EXPERIENCE AND WORK PERFORMANCE AS SET FORTH BY THIS INSTITUTE.

Certification Valid through November 1, 2020

CERTIFICATION NUMBER 124062

CHAIRMAN OF THE NICET BOARD OF GOVERNORS

A DIVISION OF THE NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

BID NO: 19-28

ATTACHMENT "D"
LIST OF PROPOSED SUBCONTRACTORS/SUPPLIER LIST

All subcontractors and major materials suppliers are subject to approval of Owner. The following are subcontractors and manufacturers of materials and/or equipment that are proposed to be utilized by the Contractor in the performance of this work:

Company Name	Division/Discipline	Primary Contact Name	Contact Number and Email Address
Potter	Nitrogen Generating	Dan Burton	502-744-8494 dandbpottersignal.com
Ferguson	Pipe	Jevon Allen	561-389-7487 Jevon.allen@ferguson.com

BID NO: 19-28

ATTACHMENT "E"

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

Project Number/Description: Bid No: 19-28; Bartram Trail Branch Library Fire Sprinkler Replacement

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

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

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

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

Please check the appropriate statement:

☒ I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

☐ The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: Islands Mechanical Contractor Inc

Authorized Representative(s) :

Signature	SEAN TURNAGE CFO Print Name/Title
Signature	Print Name/Title

BID NO: 19-28

ATTACHMENT "F"

CERTIFICATE OF INSURANCE

INSERT CERTIFICATE OF INSURANCE HERE

ISLAMEC-01 CORBETTA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/1/2018

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

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

PRODUCER License # 0E67768 Insurance Office of America, Inc. 1 Sleiman Parkway Suite 130 Jacksonville, FL 32216	CONTACT NAME: Robbie Parke PHONE (A/C, No, Ext): (904) 596-2859 22136 FAX (A/C, No): (904) 448-9788 E-MAIL ADDRESS: Robbie.Parke@ioausa.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Property Casualty Insurance Company	36161
INSURED Islands Mechanical Contractor,Inc. P.O. Box 2039 Middleburg, FL 32050	INSURER B : Travelers Indemnity Company of Connecticut	25682
	INSURER C : St Paul Fire & Marine Insurance Company	24767
	INSURER D : Bridgefield Employers Insurance Company	10701
	INSURER E : XL Specialty Insurance Company	37885
	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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X XCU Included X Contractual GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X	X	CO5910B301	11/04/2018	11/04/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EA EMPLOYEE LIM	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X Comp ded $1,000 X Collision ded $1,000	X	X	8105910B301	11/04/2018	11/04/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			ZUP11T57721	11/04/2018	11/04/2019	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	0830-44476 FL	03/23/2018	03/23/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Equipment Floater			UM00045376MA18A	11/04/2018	11/04/2019	Leased Rented	250,000

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

Certificate Holder is named additional insured with respect to General Liability and Auto Liability buy only as respects to operations of the insured in behalf of the certificate holder. Waiver of Subrogation in favor of the certificate holder applies to all policies. All loss payments made payable to subcontractor and contractor.

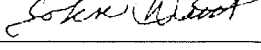
CERTIFICATE HOLDER

St. Johns County Building Services
4040 Lewis Speedway
Saint Augustine, FL 32084

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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BID NO: 19-28

ATTACHMENT "G"

EXPERIENCE OF BIDDER

Bidder acknowledges that he is fully licensed to perform work in the STATE OF FLORIDA.

The Bidder shall provide the following information regarding experience within the **past five (5) years** of this solicitation. Bidder must demonstrate the successful completion of **three (3) projects** of similar complexity, nature, size, and dollar amount of project.

Any material misrepresentation, as determined by the County, shall result in disqualification.

By: Islands Mechanical Contractor Inc (IMC) 01/08/2019
Bidder Date

CFO
Authorized Signature

DATE OF CONTRACT	CLIENT'S NAME, ADDRESS, PHONE AND EMAIL	CONTRACT AMOUNT	PROJECT AND LOCATION
02-09-2017 until 12-07-2018	Naval Facilities Engineering Command Southeast Box 30 Naval Air Station Jacksonville, FL 32212 CQMC ET. Jim Braken 904-660-7422	399,864.00	Camp Justice CHU Fire Protection US NAVY Base GITMO
09-27-2016 until 08-31-2018	Naval Facilities Engineering Command Southeast Box 30 Naval Air Station Jacksonville, FL 32212 CQMC ET. Jim Braken 904-660-7422	355,439.00	Gold Hill, Pirate's Cove Fire Protection US NAVY Base GITMO
06-18-2018 until 03-31-2019	Naval Facilities Engineering Command Southeast Box 30 Naval Air Station Jacksonville, FL 32212 LT. Kyle Costa 757-458-5633	430,644.00	Bowling Alley Fire Suppression US NAVY BASE GITMO

Do you have any similar work in progress at this time? X Yes _____ No

Length of time in business: 27 Years

Is your company currently involved in any active litigation? No If Yes, explain: N/A

Has your company ever been sued? No If Yes, explain and/or submit court decision or judgment, as applicable:

N/A

IMC
ISLANDS MECHANICAL CONTRACTOR

3070 Blanding Boulevard | P.O. Box 2039
Middleburg, Florida 32068 | Middleburg, FL 32050
Office: (904) 406.6100 • Facsimile: (904) 291.4610
www.IslandsMechanical.com General #CGC1506563

Bank Reference

Ameris Bank
Contact: Rob Kowkabany or Lindsay Harmon
100 North Laura Street
Suite 1000
Jacksonville, FL 32202
Office: (904) 421.3047

Surety Reference

Travelers Casualty & Surety Company
Contact: Cecil W. Powell & Co. – Bob Theus
219 N. Newman Street
Jacksonville, FL 32202
Office: (904) 353.3181

Trade References

Ferguson Enterprises, Contact: John Zwirschitz
3003 Philips Highway
Jacksonville, FL 32207
Phone: (904) 737.6280 Fax: (904) 398.4532

Florida Hydronics, Contact: Bayard Von Herman
2929 Edison Avenue
Jacksonville, FL 32254
Phone: (904) 389.1322 Fax: (904) 389.1324

City Electric Supply, Contact: Bruce Appling
329 I Parkridge Ave
Orange Park, FL 32065
Phone: (904) 272.8488 Fax: (904) 272.6199

World Electric Supply, Inc., Contact: John Harbison
569 Stuart Lane
Jacksonville, FL 32254-3420
Phone: (904) 378.4034 Fax: (770) 590.6112

Hughes Supply, Inc., Contact: Tom Buck
5311 Doolittle Road
Jacksonville, FL 32205
Phone: (904) 388.8315 Fax: (904) 388.5933

REXEL
2365 Dennis St.
Jacksonville, FL 32204
Phone: (904) 356.9000 Fax: (904) 356.4702

BID NO: 19-28

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that Islands Mechanical Contractor Inc. as Principal, and Travelers Casualty and Surety Company of America as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of Five Percent of Bid Amount Dollars ($ 5%) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated January 9, 20 19.

For
BARTRAM TRAIL BRANCH LIBRARY FIRE SPRINKLER REPLACEMENT
St. Johns County, Florida

NOW THEREFORE,

(a) If the Principal shall not withdraw said Bid within ninety (90) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

(b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 9th day of January A.D., 2019, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

BID NO: 19-28

WITNESSES:

(If Sole Ownership or Partnership two (2) Witnesses required).
(If Corporation, Secretary only will attest and affix seal).

WITNESSES:

Ronnie Chason
PRINCIPAL:

Islands Mechanical Contractor Inc.
NAME OF FIRM:

SIGNATURE OF AUTHORIZED OFFICER (AFFIX SEAL)

CEO
TITLE

3070 Blanding Blvd
BUSINESS ADDRESS

Middleburg FL 32068
CITY STATE

WITNESS:

SURETY:

Travelers Casualty and Surety Company of America
CORPORATE SURETY

ATTORNEY-IN-FACT (AFFIX SEAL)
Benjamin Powell, Attorney in Fact

One Tower Square
BUSINESS ADDRESS

Hartford CT 06183
CITY STATE

Cecil W Powell & Company Inc.
NAME OF LOCAL INSURANCE AGENCY

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Benjamin Powell** of **Jacksonville** **Florida** , their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, **2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**

Marie C Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **9th** day of **January** , **2019**

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

St. Johns County Board of County Commissioners

Purchasing Division

January 2, 2019

ADDENDUM #1

To: **Prospective Bidders**
From: **St. Johns County Purchasing Department**

Subject: **Bid No. 19-28, Bartram Trail Branch Library Fire Sprinkler Replacement**

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

Clarifications:

1. As- Built Drawings: existing as built drawings are available and are attached to this addendum. Although they are made a part of the available information for this project, the contractor is still responsible for verifying their accuracy.

2. Contractor qualifications: as stated in the Notice to Bidders, the contractor's minimum qualifications are:
   Minimum Qualifications
   Prime bidder must be fully licensed to do business in the State of Florida and be currently licensed as a Certified Fire Protection System Contractor II in the State of Florida with State Fire Marshal, and provide proof of licensure with the submitted Bid Proposal. Bidders must have successfully completed, as a Prime or Sub-contractor, at least three (3) projects, in the past five (5) years, of similar type, size and dollar value of the project described herein.

   Also, as stated in the specifications, the minimum qualifications for the person(s) preparing the drawings and hydraulic calculations to be submitted, are:
   Layout and hydraulic calculation shall be performed by a NICET Level III or IV Technician certified in Automatic Sprinkler Systems Layout or a Registered Fire Protection Engineer.

3. Schedule: The bid proposal shall include your estimated time from Notice to Proceed to mobilization to site (including engineering, permitting, and materials procurement), as well as estimated time on site (including demolition, new system installation, any needed architectural and/or electrical repairs, and clean-up/C.O.). These schedule estimates will not be used as criteria for awarding the contract, but they are needed for library staff planning prior to contract award. The library will be closed during the entire time the contractor is on site.

4. Nitrogen generating system: The building currently has a ventilated attic with batt insulation laying on the ceiling. A dry pipe system with the nitrogen generating system is required due to the potential for freezing within this space. Should the bidder wish to submit an alternate proposal, they shall provide sufficient detail in their proposed plan, so that the engineer can evaluate its feasibility, and the additive or deductive price shall be stated on the attached revised bid form. Please see question 3 below of this addendum.

5. The extent of the system replacement is the entire sprinkler system within the building as well as the piping from the point the piping comes out of the ground (adjacent to the building) to the riser within the building. The piping and valves from the backflow preventer to the point the piping comes out of the ground (adjacent to the building) shall remain.

6. The budget for the project is $150,000. However, contractors are asked to provide their proposals even if their number exceeds this budget.

7. Site condition: Contractor shall protect books and all facility contents from construction debris, and shall leave the facility in pre-construction condition. Prior to commencing on-site work, contractor shall provide the County with photographs clearly showing the pre-construction condition of the facility. Contractor shall also give the County a minimum of two weeks advance notice should any computer equipment need to be removed, which the County will do in-house.

Questions:

1. What are the anticipated working days and hours for this project?

   Answer: Once the contractor has mobilized to the site, the library will be closed for the duration of the project. The contractor will be given a key, so the contractor will be free to work any days, any hours during construction time.

2. At what location will be the anticipated material storage for the project? I.E. indoors or outdoors.

   Answer: The material storage location will be determined by the contractor, and the contractor will provide the County with their proposed lay-down area at the preconstruction meeting. However, if the contractor chooses to bring materials inside the building for temporary storage, it will be the contractor's responsibility to protect the library flooring, furnishings, etc., leaving them in pre-construction condition at completion.

3. Will the addition of upper chord insulation and the installation of a wet-pipe sprinkler system be allowed as a substitute of the dry-pipe system? This will be to benefit cost on the project and reduce the amount of corrosion due to the mixture of air and water. The cost of the spray-foam insulation will be provided by the sprinkler contractor.

   Answer: As stated above in clarification # 4, alternate proposals will be accepted for evaluation. Contractor will be responsible for obtaining the necessary permits to do the alternate work. For the description above, the contractor will also be responsible for ensuring that the attic is properly sealed and that this alternate will not impact the existing warranty/warranties on the facility's roof.

ATTACHMENTS:

Bartram Trail Branch Library As-Built Drawings

THE BID DUE DATE REMAINS January 9, 2019 AT 2:00 P.M.

Acknowledgment

01/08/2019
Signature and Date

SEAN TURNAGE CFO
Printed Name/Title

Islands Mechanical Contractor Inc (IMC)
Company Name (Print)

Sincerely,

Leigh A. Daniels, CPPB
Procurement Supervisor

END OF ADDENDUM NO. 1

January 2, 2019

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From: **St. Johns County Purchasing Department**

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ATTACHMENTS:

Bartram Trail Branch Library As-Built Drawings

THE BID DUE DATE REMAINS January 9, 2019 AT 2:00 P.M.

Acknowledgment

_____
Signature and Date

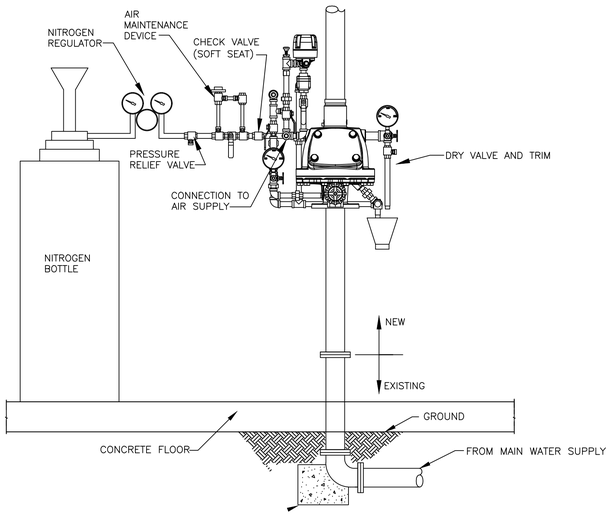
_____
Printed Name/Title

_____
Company Name (Print)

Sincerely,

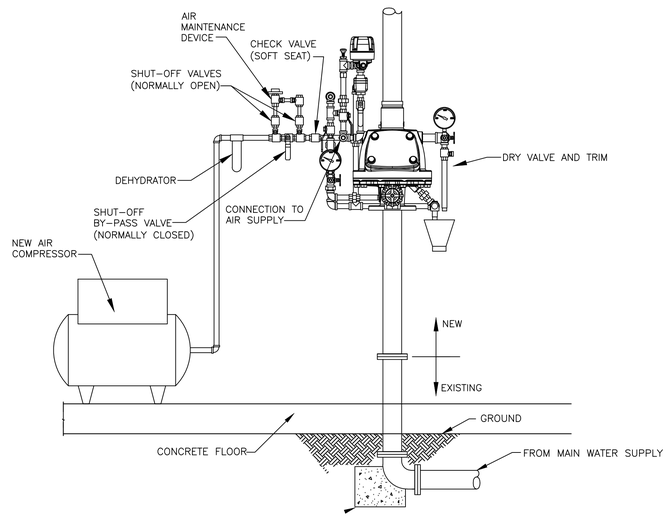
Leigh A. Daniels, CPPB
Procurement Supervisor

END OF ADDENDUM NO. 1



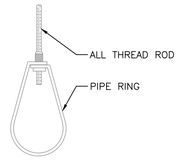
RISER FOR STEEL PIPING DETAIL

NOT TO SCALE



RISER FOR CPVC PIPING DETAIL

NOT TO SCALE



HANGER DETAIL

NOT TO SCALE

FIRE PROTECTION GENERAL NOTES

1. THE FIRE PROTECTION SYSTEM TO COMPLY WITH NFPA 13 (2016), NFPA 14 (2016), THE 2014 FLORIDA FIRE PREVENTION CODE, AND ALL APPLICABLE ,STATE AND LOCAL CODES.
2. ADHERE TO AND OBTAIN ALL PERMITS, LICENSES AND ALL GOVERNMENT REQUIREMENTS.
3. FINAL INSPECTION AND APPROVAL SHALL BE BY AUTHORITY HAVING JURISDICTION.
4. PROVIDE SYSTEMS WITH FLUSHING CONNECTIONS, DRAINAGE AND INSPECTOR'S TEST IN ACCORDANCE WITH NFPA 13.
5. THE CUTTING OF STRUCTURAL AND/OR ARCHITECTURAL MEMBERS IS TO BE DONE ONLY WITH THE WRITTEN APPROVAL OF THE ARCHITECT.
6. PROVIDE HEAD GUARDS ON SPRINKLER HEADS IN ELECTRIC, TELEPHONE AND MECHANICAL EQUIPMENT ROOMS IF THEY ARE LESS THAN 7'-0" AFF.
7. PROVIDE OFFSETS OR FITTINGS REQUIRED FOR PROPER INSATLLATION, COORDINATION WITH OTHER TRADES, AND/OR TO MAINTAIN PROPER CLEARANCES SHALL BE PROVIDED. VERIFY STRUCTURAL, MECHANICAL, PLUMBING, AND ELECTRICAL INSTALLATIONS AND AVOID ANY/ALL OBSTRUCTIONS OR INTERFERENCES WITH THE FIRE PROTECTION PIPE ROUTING.
8. FIRE STOP ALL PENETRATIONS OF SMOKE/FIRE WALL, CEILINGS, FLOORS, ROOFS, ETC.
9. SPRINKLER HEADS ARE TO BE COORDINATED WITH ALL AIR DISTRIBUTION DEVICES, SPEAKERS, LIGHTING FIXTURES, ETC.
10. ALL PIPES EXPOSED TO THE OUITSIDE OR IN ENTRY VESTIBULES SHALL BE GALVANIZED AND REAMED AND CLEANED BEFORE ASSEMBLY.
11. ALL FITTINGS EXPOSED TO THE OUTSIDE OR IN ENTRY VESTIBLES SHALL BE CORROSION RESISTANT.
12. THE METHODS OF HANGING PIPES, HEADERS AND BRANCHES SHALL BE IN ACCORDANCE WITH NFPA 13 (2016). HANGERS SHALL BE CORROSION RESISTANT.
13. THE TEMPERATURE RATINGS OF AUTOMATIC SPRINKLER BULB ELEMENTS TO BE IN ACCORDANCE WITH NFPA 13 (2016) AND AS INDICATED ON THE DRAWINGS.
14. VALVES FOR FIRE SERVICE SHALL BE LISTED BY UNDERWRITERS LABORATORIES, INC. OR FACTORY MUTUAL LABORATORIES. VALVES SHALL BE MARKED "UL" OR "FM" AND BE RATED FOR 175 PSI WORKING PRESSURE.
15. ALL SHUT-OFF VALVES FOR FIRE SERVICE SHALL BE ELECTRONICALLY SUPERVISED. THE TYPE AND EXACT LOCATION OF THE FLOW, PRESSURE AND SUPERVISORY SWITCHES SHALL BE ACCOMPLISHED BETWEEN THE DIFFERENT RESPONSIBLE TRADES.
16. ALL POWER WIRING SHALL BE ACCOMPLISHED UNDER THE ELECTRICAL DIVISION. ALL CONTROL AND INTERLOCK WIRING SHALL BE ACCOMPLISHED UNDER THIS SECTION OF THE SPECIFICATIONS IN ACCORDANCE WITH THE REQUIREMENTS IN THE ELECTRICAL DIVISION. COORDINATE ALL ELECTRICAL ITEMS WITH THE ELECTRICAL CONTRACTOR TO INSURE PROPER COORDINATION.
17. A SPRINKLER HEAD SHALL BE INSTALLED NO FURTHER THAN 7'-6" FROM EITHER SIDE OF ANY MAGNETICALLY HELD OPEN SMOKE DOOR.
18. SPRINKLERS SHALL COVER THE ENTIRE AREA OF THE ROOM INCLUDING ALCOVES. SPRAY SHALL NOT BE BLOCKED BY WALLS, PARTITIONS, REVEALS, OR SOFFITS.
19. ALL SPINKLER HEADS MOUNTED IN CEILING SHALL BE LOCATED A MINIMUM OF 4" AWAY FROM ANY WALLS, CEILING HEIGHT CHANGES OR ANY OTHER VERTICAL INTERSECTING SPACE.
20. PROVIDE SPRINKLERS ABOVE AND BELOW EXPOSED DUCTWORK 4 FEET WIDE OR WIDER.
21. FIRE DEPARTMENT CONNECTION SHALL HAVE TWO – 2 1/2" INLETS.
22. PROVIDE WATER TREATMENT WITH AN APPROVED BIOCIDE TO ALL WATER THAT ENTERS THE SYSTEM.

FIRE PROTECTION NOTES 61G15-32.004 (2)

a. THE FIRE PROTECTION SYSTEM SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE 2014 FLORIDA FIRE PREVENTION CODE. THIS BUILDING IS TO BE FULLY SPRINKLED.

b. SPRINKLER SYSTEM POINT OF SERVICE PER F.S. 633.021 (17) FOR THIS PROJECT IS AS SHOWN WITHIN THESE PLANS.

c. THE ONE STORY BUILDING (13,537 SQFT) IS PROTECTED THROUGHOUT BY A WET SPRINKLER SYSTEM, THAT WAS PERMITTED, TESTED, AND INSTALLED IN ACCORDANCE WITH NFPA-13. THE AREA TO BE SPRINKLED INCLUDES ENTIRE LIBRARY.

d. DESIGN BASIS FOR THE BUILDING WILL BE AREA/DENSITY METHOD AS FOLLOWS:

LIGHT HAZARD – DENSITY WILL BE 0.1 GPM OVER THE MOST REMOTE 1,500 SQUARE FEET. DESIGN AREA REDUCTIONS FOR QUICK RESPONSE SPRINKLERS AND CEILINGS LESS THAN 20 FEET HIGH PER 7-2.3.2.4 ARE PERMISSIBLE. TEMPERATURE FOR SPRINKLERS THROUGH OUT WILL BE ORDINARY. MAXIMUM SPACING OF SPRINKLERS IN LIGHT HAZARD WILL BE 225 SQUARE FEET. UNLESS SPECIFICALLY LISTED EXTENDED-COVERAGE SPRINKLERS ARE TO BE UTILIZED AND INSTALLED WITHIN THEIR LISTING.

HOSE ALLOWANCE FOR OUTSIDE HOSE STREAMS SHALL BE INCLUDED IN HYDRAULIC CALCULATIONS AT 100 GPM FOR LIGHT HAZARD PER NFPA-13.

e. FLOW TEST RESULTS HAVE NOT BEEN PERFORMED YET AS SHOWN ON THIS SHEET.

f. THE SYSTEM RISER HAS INDICATOR VALVES WITH TAMPER SWITCHES. WHEN AN ELECTRIC FLOW SWITCH INITIATES, LOCAL ALARM BELL AND CENTRAL STATION MONITORING SIGNALS.

g. M.I.C. (MICROBIOLOGICALLY INDUCED CORROSION) HAS BEEN IDENTIFIED AS A PROBLEM IN THIS COUNTY. THE WATER SERVING THIS FACILITY SHALL BE TESTED FOR CONDITIONS THAT CONTRIBUTE TO UNUSUAL CORROSIVE PROPERTIES, THE CONTRACTOR SHALL TREAT ALL WATER THAT ENTERS THE SYSTEM WITH AND APPROVED CORROSIVE INHIBITOR. CONTRACTOR SHALL ALSO PROVIDE ADEQUATE VENTS TO REMOVE AIR FROM SYSTEM. A NITROGEN SYSTEM SHALL BE FURNISHED AND INSTALLED FOR ALL STEEL PIPING SYSTEMS.

h. BACKFLOW PREVENTER IS EXISTING TO REMAIN.

i. ALL MATERIALS FOR THIS FACILITY SHALL BE U.L. OR F.M. APPROVED FOR THEIR PURPOSE AND OR FUNCTION THEY SERVE. ALL MATERIALS SHALL BE APPROVED BY THE AUTHORITY HAVING JURISDICTION.

j. ALL WORK AND MATERIALS ARE TO BE IN ACCORDANCE WITH NFPA 13.

k. THERE ARE NO HIGH HAZARD OCCUPANCY CLASSIFICATIONS, AND FACTORY OCCUPANCIES.

l. FIREWATER STORAGE TANK IS NOT REQUIRED.

m. OWNER'S INFORMATION CERTIFICATE SHALL BE PROVIDED FOR STORAGE SPACES.

SIDEWALL HEADS ARE TO BE USED IN ALL ELECTRICAL AND COMMUNICATIONS ROOMS WITH NO PIPING IN THESE ROOMS. ALL OTHER HEAD LOCATIONS ARE TO BE CENTERED IN CEILING TILES AND COORDINATED WITH THE STRUCTURE, OTHER DISCIPLINES AND THE ARCHITECTURAL REFLECTED CEILING PLAN.

FLOW TEST DATA

STATIC PRESSURE:	– PSI
RESIDUAL PRESSURE:	– PSI
GALLONS FLOWING:	– GPM
DATE OF TEST:	–
TIME OF TEST:	–
TESTED BY:	–
WITNESSED BY:	–
ELEVATION:	–
HYDRANT NOZZLE COEFFICIENT:	–

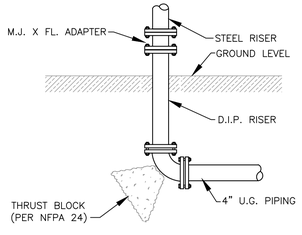
TO BE TESTED BY CONTRACTOR

BARTRAM LIBRARY

ONE STORY BUILDING; THE AREA TO BE SPRINKLED INCLUDES A LIBRARY. THE ONE STORY BUILDING (13,537 SQFT) DESIGNED PER NFPA 13-2016 FOR LIGHT HAZARD OCCUPANCY. DESIGN CRITERIA TO BE 0.10 GPM/SQ. FT. OVER THE MOST REMOTE 1500 SQ. FT. SPRINKLERS TO BE QUICK RESPONSE RATED AT 165F AT A MAXIMUM OF 225 SQ. FT. ALL WORK AND MATERIALS TO BE IN ACCORDANCE WITH NFPA 13-2016 AND FACTORY MUTUAL REQUIREMENTS. SIDEWALL HEADS ARE TO BE USED IN ELECTRICAL AND COMMUNICATIONS ROOMS WITH NO PIPING IN THESE ROOMS.

SPRINKLER LEGEND

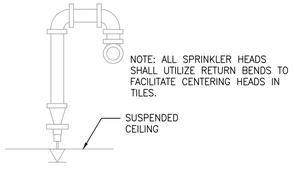
- PENDENT SPRINKLER
- UPRIGHT SPRINKLER



PER NFPA, SITE FIRE PROTECTION CONTRACTOR TO BRING SERVICE TO 1'-0" ABOVE FINISH FLOOR.

UNDERGROUND RISER DETAIL

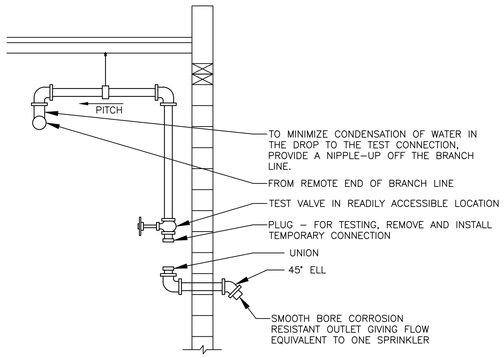
NOT TO SCALE



AT CONTRACTOR'S OPTION, UL APPROVED FLEXIBLE HOSES MAY BE USED IN LIEU OF RETURN BEND ASSEMBLY PROVIDED THEY ARE INSTALLED IN ACCORDANCE WITH THEIR LISTING

RETURN BEND ASSEMBLY

NOT TO SCALE



INSPECTORS TEST CONNECTION

NOT TO SCALE

HADDAD ENGINEERING, INC.
2955 HARTLEY ROAD, SUITE 205 JACKSONVILLE FLORIDA 32257
TEL: (904) 262-5066 CERTIFICATE OF AUTHORIZATION NO. 4000

BHIDE & HALL ARCHITECTS, P.A.
1329 KINGSLEY AVENUE, SUITE C ORANGE PARK, FLORIDA 32073 PH: 284-1919
LIC. NO. AAC000569

FIRE PROTECTION SYSTEM REPLACEMENT STUDY

Bartram Library

60 DAVIS POND BLVD, FRUIT COVE, FLORIDA 32259

SUZANNE LEVASSEUR P.E.
LICENSE NUMBER 36120

REVISIONS

DATE:	02/01/2018
D.B.	N.H.
C.B.	S.L.
JOB NO.	18009

FP101

FIRE PROTECTION FLOOR PLAN - DEMO

8' 6' 4' 2' 0' 8' 16'

GRAPHIC SCALE: 1/8" = 1'-0"

HATCHING INDICATES FIRE PROTECTION ITEMS TO BE REMOVED.

HADDAD ENGINEERING, INC.
2955 HARTLEY ROAD, SUITE 205
JACKSONVILLE FLORIDA 32257
TEL: (904) 262-5066
CERTIFICATE OF AUTHORIZATION NO. 4000

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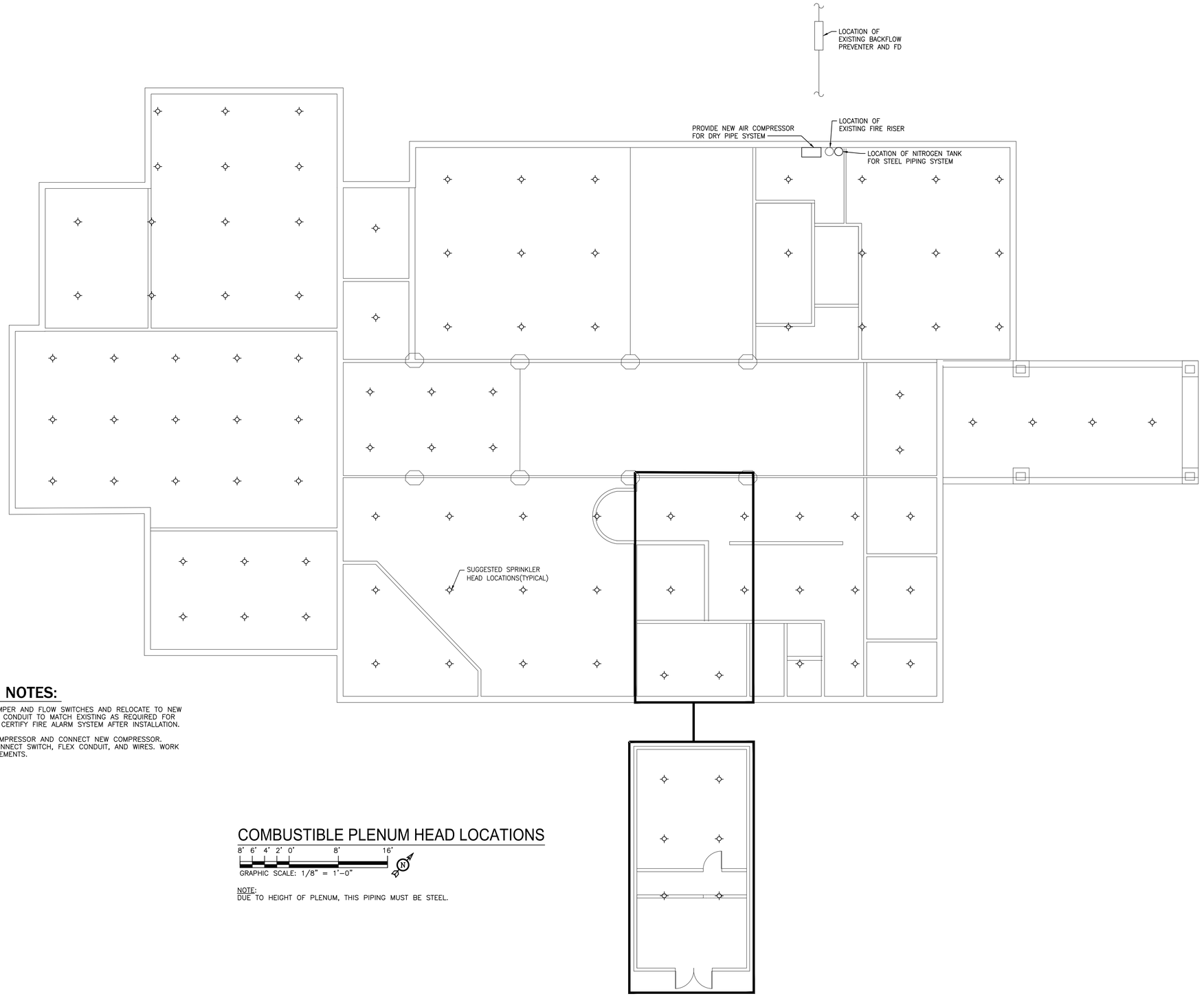
LICENSE NUMBER 36120

REVISIONS

DATE	02/01/2018
D.B.	N.H.
C.B.	S.L.
JOB NO.	18009

FP201



FLOOR PLAN NOTES:

1. DISCONNECT EXISTING TAMPER AND FLOW SWITCHES AND RELOCATE TO NEW FIRE RISER. PROVIDE IN CONDUIT TO MATCH EXISTING AS REQUIRED FOR CONNECTIONS. TEST AND CERTIFY FIRE ALARM SYSTEM AFTER INSTALLATION.
2. DISCONNECT EXISTING COMPRESSOR AND CONNECT NEW COMPRESSOR. PROVIDE REQUIRED DISCONNECT SWITCH, FLEX CONDUIT, AND WIRES. WORK SHALL MEET NEC REQUIREMENTS.

COMBUSTIBLE PLENUM HEAD LOCATIONS

8' 6' 4' 2' 0' 8' 16'

GRAPHIC SCALE: 1/8" = 1'-0"

NOTE:
DUE TO HEIGHT OF PLENUM, THIS PIPING MUST BE STEEL.

HADDAD ENGINEERING, INC.
2955 HARTLEY ROAD, SUITE 205
JACKSONVILLE FLORIDA 32257
TEL: (904) 262-5066
CERTIFICATE OF AUTHORIZATION NO: 4000

BHIDE & HALL ARCHITECTS, P.A.
1329 KINGSLEY AVENUE, SUITE C ORANGE PARK,
FLORIDA 32073 PH: 284-1919
LIC. NO. AA0000569

FIRE PROTECTION SYSTEM REPLACEMENT STUDY

Bartram Library

60 DAVIS POND BLVD., FRUIT COVE, FLORIDA 32259

SUZANNE LEVISEUR P.E.
LICENSE NUMBER: 36120

REVISIONS

DATE:	02.01.2018
D.B.	N.H.
C.B.	S.L.
JOB NO.	18009

FP301

FIRE PROTECTION FLOOR PLAN - NEW

8' 6' 4' 2' 0' 8' 16'

GRAPHIC SCALE: 1/8" = 1'-0"

NOTE:
PREFERRED SYSTEM: SCHEDULE 80 CPVC WHERE POSSIBLE.

HADDAD ENGINEERING, INC.
2955 HARTLEY ROAD, SUITE 205
JACKSONVILLE FLORIDA 32257
TEL: (904) 262-5066
CERTIFICATE OF AUTHORIZATION NO. 4000

BHIDE & HALL ARCHITECTS, P.A.
1329 KINGSLEY AVENUE, SUITE C ORANGE PARK,
FLORIDA 32073 PH: 284-1919
LIC. NO. AAC000569

FIRE PROTECTION SYSTEM REPLACEMENT STUDY

Bartram Library

60 DAVIS POND BLVD, FRUIT COVE, FLORIDA 32259

SUZANNE LEVISEUR P.E.
LICENSE NUMBER: 36120

REVISIONS

DATE:	02/01/2018
D.B.	N.H.
C.B.	S.L.
JOB NO.	18009

FP302

BARTRAM TRAIL BRANCH LIBRARY
ST. JOHNS COUNTY

Date: November 26, 2018

Haddad Engineering, Inc.
2955 Hartley Road, Suite 205
Jacksonville, FL 32257
Tel: 904/262-5066
Fax: 904/262-7139

Bartram Trail Branch Library
St. Johns County

SPECIFICATIONS

GENERAL REQUIREMENTS SECTIONS

012500	Substitution Procedures
012600	Contract Modification Procedures
013100	Project Management and Coordination
013200	Construction Progress Documentation
013300	Submittal Procedures
016000	Product Requirements
017300	Execution
017700	Closeout Procedures
017823	Operation and Maintenance Data

ARCHITECHTURAL SECTIONS

02050	Demolition
07300	Sealants
09100	Acoustical Ceilings
09200	Gypsum Board
09800	Painting

FIRE PROTECTION SECTION

215560 Automatic Sprinkler System

ELECTRICAL SECTIONS

260519 Low-Voltage Electrical Power Conductors and Cables

260526 Grounding and Bonding for Electrical Systems

260529 Hangers and Supports for Electrical Systems

260533 Raceways and Boxes for Electrical Systems

260544 Sleeves and Sleeve Seals for Electrical Raceways and Cabling

SUBSTITUTION PROCEDURES – SECTION 012500

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Requirements:

1. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.2 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.3 ACTION SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.

e. Samples, where applicable or requested.
f. Certificates and qualification data, where applicable or requested.
g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
i. Research reports evidencing compliance with building code in effect for Project.
j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
k. Cost information, including a proposal of change, if any, in the Contract Sum.
l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within[seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.4 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.5 PROCEDURES

A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

1.6 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

    a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    b. Substitution request is fully documented and properly submitted.
    c. Requested substitution will not adversely affect Contractor's construction schedule.
    d. Requested substitution has received necessary approvals of authorities having jurisdiction.
    e. Requested substitution is compatible with other portions of the Work.
    f. Requested substitution has been coordinated with other portions of the Work.
    g. Requested substitution provides specified warranty.
    h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Not allowed unless otherwise indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.3 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

    a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    c. Include costs of labor and supervision directly attributable to the change.
    d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

1.4 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Work Change Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor.

1.5 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Architect may issue a Construction Change Directive. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General coordination procedures.
2. Coordination drawings.
3. RFIs.
4. Digital project management procedures.
5. Project meetings.

B. Related Requirements:
1. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.3 DEFINITIONS

A. BIM: Building Information Modeling.

B. RFI: Request for Information. Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.

1.5 GENERAL COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

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

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.

1.6 COORDINATION DRAWINGS

A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely indicated on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.

1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:

    a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
    b. Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternative sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

B. Coordination Drawing Organization: Organize coordination drawings as follows:

1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within plenums to accommodate layout of light fixtures and other components indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
6. Review: Architect will review coordination drawings to confirm that in general the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility.

1.7 REQUEST FOR INFORMATION (RFI)

A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of Architect.
6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

C. RFI Forms: AIA Document G716 Software-generated form with substantially the same content as indicated above, acceptable to Architect.

D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.

1. The following Contractor-generated RFIs will be returned without action:

    a. Requests for approval of submittals.
    b. Requests for approval of substitutions.
    c. Requests for approval of Contractor's means and methods.
    d. Requests for coordination information already indicated in the Contract Documents.
    e. Requests for adjustments in the Contract Time or the Contract Sum.
    f. Requests for interpretation of Architect's actions on submittals.
    g. Incomplete RFIs or inaccurately prepared RFIs.

2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect of additional information.
3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."

    a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.

E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:

1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect.
4. RFI number including RFIs that were returned without action or withdrawn.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's response was received.

F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

1.8 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.

B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.

1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:

    a. Responsibilities and personnel assignments.
    b. Tentative construction schedule.
    c. Phasing.
    d. Critical work sequencing and long lead items.
    e. Designation of key personnel and their duties.
    f. Lines of communications.
    g. Use of web-based Project software.
    h. Procedures for processing field decisions and Change Orders.
    i. Procedures for RFIs.
    j. Procedures for testing and inspecting.
    k. Procedures for processing Applications for Payment.
    l. Distribution of the Contract Documents.
    m. Submittal procedures.
    n. Sustainable design requirements.
    o. Preparation of Record Documents.
    p. Use of the premises and existing building.
    q. Work restrictions.
    r. Working hours.
    s. Owner's occupancy requirements.
    t. Responsibility for temporary facilities and controls.
    u. Procedures for moisture and mold control.
    v. Procedures for disruptions and shutdowns.
    w. Construction waste management and recycling.
    x. Parking availability.
    y. Office, work, and storage areas.
    z. Equipment deliveries and priorities.
    aa. First aid.
    bb. Security.
    cc. Progress cleaning.

3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Progress Meetings: Conduct progress meetings as required.

1. Coordinate dates of meetings with preparation of payment requests.
2. Attendees: In addition to representatives of Owner, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.

3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

    a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

        1) Review schedule for next period.

    b. Review present and future needs of each entity present, including the following:

        1) Interface requirements.
        2) Sequence of operations.
        3) Resolution of BIM component conflicts.
        4) Status of submittals.
        5) Status of sustainable design documentation.
        6) Deliveries.
        7) Off-site fabrication.
        8) Access.
        9) Site use.
        10) Temporary facilities and controls.
        11) Progress cleaning.
        12) Quality and work standards.
        13) Status of correction of deficient items.
        14) Field observations.
        15) Status of RFIs.
        16) Status of Proposal Requests.
        17) Pending changes.
        18) Status of Change Orders.
        19) Pending claims and disputes.
        20) Documentation of information for payment requests.

4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

    a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Contractor's Construction Schedule.
2. Construction schedule updating reports.
3. Daily construction reports.
4. Site condition reports.

1.2 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.

1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

D. Event: The starting or ending point of an activity.

E. Float: The measure of leeway in starting and completing an activity.

1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

1.3 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. Working electronic copy of schedule file, where indicated.
2. PDF file.

B. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.

C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

1. Submit a working digital copy of schedule, using software indicated, and labeled to comply with requirements for submittals.

D. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.

1. Activity Report: List of activities sorted by activity number and then early start date, or actual start date if known.
2. Logic Report: List of preceding and succeeding activities for each activity, sorted in ascending order by activity number and then by early start date, or actual start date if known.
3. Total Float Report: List of activities sorted in ascending order of total float.

E. Construction Schedule Updating Reports: Submit with Applications for Payment.

F. Site Condition Reports: Submit at time of discovery of differing conditions.

1.4 COORDINATION

A. Coordinate Contractor's Construction Schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from entities involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

B. Time Frame: Extend schedule from date established for commencement of the Work to date of Substantial Completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

C. Activities: Treat each floor or separate area as a separate numbered activity for each main element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.

    a. Generator.

3. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
5. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.

D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.
2. Work Restrictions: Show the effect of the following items on the schedule:

    a. Coordination with existing construction.
    b. Limitations of continued occupancies.
    c. Uninterruptible services.
    d. Partial occupancy before Substantial Completion.
    e. Use-of-premises restrictions.
    f. Provisions for future construction.
    g. Seasonal variations.
    h. Environmental control.

E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.

F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues.
2. Unanswered Requests for Information.
3. Rejected or unreturned submittals.
4. Notations on returned submittals.
5. Pending modifications affecting the Work and the Contract Time.

G. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate final completion percentage for each activity.

H. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.

I. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

1.6 CPM SCHEDULE REQUIREMENTS

A. General: Prepare network diagrams using AON (activity-on-node) format.

B. Startup Network Diagram: Submit diagram within 14 days of date established for commencement of the Work. Outline significant construction activities for the first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

C. CPM Schedule: Prepare Contractor's Construction Schedule using a time-scaled CPM network analysis diagram for the Work.

1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 60 days after date established for commencement of the Work.

    a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates.

2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
4. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule to coordinate with the Contract Time.

D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the startup network diagram, prepare a skeleton network to identify probable critical paths.

1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:

    a. Preparation and processing of submittals.
    b. Mobilization and demobilization.
    c. Purchase of materials.
    d. Delivery.
    e. Fabrication.
    f. Utility interruptions.
    g. Installation.
    h. Work by Owner that may affect or be affected by Contractor's activities.
    i. Testing and inspection.
    j. Commissioning.
    k. Punch list and final completion.
    l. Activities occurring following final completion.

2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.

    a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.

E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall Project schedule.

F. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:

1. Contractor or subcontractor and the Work or activity.
2. Description of activity.
3. Main events of activity.
4. Immediate preceding and succeeding activities.
5. Early and late start dates.
6. Early and late finish dates.
7. Activity duration in workdays.
8. Total float or slack time.
9. Average size of workforce.
10. Dollar value of activity (coordinated with the schedule of values).

G. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:

1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the Contract Time.

H. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.

1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.
3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.

    a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.
    b. Submit value summary printouts one week before each regularly scheduled progress meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013200

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submittals.

1.2 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.3 SUBMITTAL SCHEDULE

A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

1.4 SUBMITTAL FORMATS

A. Submittal Information: Include the following information in each submittal:

1. Project name.
2. Date.
3. Name of Architect.
4. Name of Construction Manager.
5. Name of Contractor.
6. Name of firm or entity that prepared submittal.
7. Names of subcontractor, manufacturer, and supplier.
8. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier; and alphanumeric suffix for resubmittals.
9. Category and type of submittal.
10. Submittal purpose and description.

11. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
12. Drawing number and detail references, as appropriate.
13. Indication of full or partial submittal.
14. Location(s) where product is to be installed, as appropriate.
15. Other necessary identification.
16. Remarks.
17. Signature of transmitter.

B. Options: Identify options requiring selection by Architect.

C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.

D. PDF Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

1.5 SUBMITTAL PROCEDURES

A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Email: Prepare submittals as PDF package, and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
2. Resubmittal Review: Allow 15 days for review of each resubmittal.

D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

1.6 SUBMITTAL REQUIREMENTS

A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

    a. Manufacturer's catalog cuts.
    b. Manufacturer's product specifications.
    c. Standard color charts.
    d. Statement of compliance with specified referenced standards.
    e. Testing by recognized testing agency.
    f. Application of testing agency labels and seals.
    g. Notation of coordination requirements.
    h. Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:

    a. Wiring diagrams that show factory-installed wiring.
    b. Printed performance curves.
    c. Operational range diagrams.
    d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data before Shop Drawings, and before or concurrent with Samples.

B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

    a. Identification of products.
    b. Schedules.
    c. Compliance with specified standards.
    d. Notation of coordination requirements.
    e. Notation of dimensions established by field measurement.
    f. Relationship and attachment to adjoining construction clearly indicated.
    g. Seal and signature of professional engineer if specified.

C. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

E. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.

F. Certificates:

1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

G. Test and Research Reports:

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

    a. Name of evaluation organization.
    b. Date of evaluation.
    c. Time period when report is in effect.
    d. Product and manufacturers' names.
    e. Description of product.
    f. Test procedures and results.
    g. Limitations of use.

1.7 CONTRACTOR'S REVIEW

A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

    1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

1.8 ARCHITECT'S REVIEW

A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required.

    1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action.

B. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.

C. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

D. Architect will return without review submittals received from sources other than Contractor.

E. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

B. Related Requirements:

1. Section 012500 "Substitution Procedures" for requests for substitutions.

1.2 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved by Architect through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.3 ACTION SUBMITTALS

A. Comparable Product Request Submittal: Submit request for consideration of each comparable product. Identify basis-of-design product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.

2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within **seven** days of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within **15** days of receipt of request, or **seven** days of receipt of additional information or documentation, whichever is later.

    a. Form of Architect's Approval of Submittal: As specified in Section 013300 "Submittal Procedures."
    b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

1.4 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.

6. Protect stored products from damage and liquids from freezing.

1.6 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.

B. Product Selection Procedures:

1. Sole Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

a. Sole product may be indicated by the phrase: "Subject to compliance with requirements, provide the following: …"

2. Sole Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

a. Sole manufacturer/source may be indicated by the phrase: "Subject to compliance with requirements, provide products by the following: …"

3. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements.

a. Limited list of products may be indicated by the phrase: "Subject to compliance with requirements, provide one of the following: …"

4. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.

a. Limited list of manufacturers is indicated by the phrase: "Subject to compliance with requirements, provide products by one of the following: …"

5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

a. For approval of products by unnamed manufacturers, comply with requirements in Section 012500 "Substitution Procedures" for substitutions for convenience.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration of Comparable Products: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:

1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant product qualities include attributes such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.

2. Evidence that proposed product provides specified warranty.
3. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Field engineering and surveying.
3. Installation of the Work.
4. Cutting and patching.
5. Progress cleaning.
6. Starting and adjusting.
7. Protection of installed construction.

B. Related Requirements:

1. Section 011000 "Summary" for limits on use of Project site.
2. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.

1.2 INFORMATIONAL SUBMITTALS

A. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

1.3 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.

4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with sustainable design requirements.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
1. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.

B. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.

3.4 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Where possible, select tools or equipment that minimize production of excessive noise levels.

G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

J. Remove and replace damaged, defective, or non-conforming Work.

3.5 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

C. Temporary Support: Provide temporary support of work to be cut.

D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 011000 "Summary."

F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
6. Proceed with patching after construction operations requiring cutting are complete.

H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.6 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

    a. Use containers intended for holding waste materials of type to be stored.

4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with State waste disposal requirements.

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

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

J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

A. Coordinate startup and adjusting of equipment and operating components with requirements in Section 019113 "General Commissioning Requirements."

B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

E. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.8 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.

C. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.
5. Repair of the Work.

B. Related Requirements:

1. Section 017823 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.
2. Section 017839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
3. Section 017900 "Demonstration and Training" for requirements to train the Owner's maintenance personnel to adjust, operate, and maintain products, equipment, and systems.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of cleaning agent.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at final completion.

1.3 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

C. Field Report: For pest control inspection.

1.4 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect Label with manufacturer's name and model number.
5. Submit testing, adjusting, and balancing records.
6. Submit sustainable design submittals not previously submitted.
7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
6. Advise Owner of changeover in utility services.
7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
9. Complete final cleaning requirements.
10. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1.5 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
   1. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
   2. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
   3. Submit pest-control final inspection report.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1.6 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

   1. Organize list of spaces in sequential order.
   2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
   3. Submit list of incomplete items in the following format:

      a. MS Excel electronic file. Architect will return annotated file.
      b. PDF electronic file. Architect will return annotated file.

1.7 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

   1. Submit by email to Architect.

D. Warranties in Paper Form:

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.

E. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
b. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
c. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
d. Sweep concrete floors broom clean in unoccupied spaces.
e. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
f. Leave Project clean and ready for occupancy.

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations, before requesting inspection for determination of Substantial Completion.

B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

END OF SECTION 017700

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory manuals.
2. Emergency manuals.
3. Systems and equipment operation manuals.
4. Systems and equipment maintenance manuals.
5. Product maintenance manuals.

1.2 CLOSEOUT SUBMITTALS

A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.

1. Architect will comment on whether content of operation and maintenance submittals is acceptable.
2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

B. Format: Submit operation and maintenance manuals in the following format:

1. Submit by email to Architect. Enable reviewer comments on draft submittals.

C. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.

1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.

D. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

1.3 FORMAT OF OPERATION AND MAINTENANCE MANUALS

A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

1.4 SYSTEMS AND EQUIPMENT OPERATION MANUALS

A. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.

B. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
2. Performance and design criteria if Contractor has delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

C. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

D. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.

4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

F. Piped Systems: Diagram piping as installed, and identify color coding where required for identification.

1.5 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.

B. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranties and bonds, as described below.

C. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:

1. Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

    a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.

D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

1. Test and inspection instructions.
2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.

5. Aligning, adjusting, and checking instructions.
6. Demonstration and training video recording, if available.

E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

H. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1.6 PRODUCT MAINTENANCE MANUALS

A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017823

SECTION 02050

DEMOLITION

1. GENERAL:

1.1. Scope: This contract involves selective demolition of existing building systems as shown. Demolition operations will require coordination with the Owner's activities and must be carefully scheduled. Frequent meetings between Owner and Contractor may be required to monitor and adjust the demolition/renovation schedule as made necessary by events.

1.2. Pre-Demolition Conference: The Owner's Facilities and Maintenance Department will schedule a pre-demolition conference between the owner, the contractor, and the contractor's subcontractors scheduled to engage in demolition operations, prior to the commencement of demolition. The conference will be held on the project site and will inspect and discuss the condition of existing construction to be selectively demolished, review areas where existing construction is to remain and requires protection, and review the initial list of items to be salvaged and delivered to the owner.

1.3. Demolish as necessary to accomplish the result indicated. Remove existing items carefully. Protect those items remaining within spaces during demolition. Reduce dust and other air-borne particulates by sprinkling of debris with water.

1.4. Existing work removed in areas not otherwise indicated as receiving new finish work shall have existing surfaces patched with material matching the existing work remaining. Final finishing of patched areas shall be of type, kind and color to match adjacent surfaces.

1.5. Owner shall be given the opportunity of retaining for his own use any existing material removed. Material not reused in new work and not claimed by the Owner shall become the property of the Contractor who shall remove same from the premises.

1.6. Existing furniture/equipment: Existing furniture and/or equipment typical to the functions and use of the facility will remain in place throughout the duration of this Contract. The Contractor shall construct a Protection Plan for all existing items to remain and schedule a meeting with the Owner to coordinate and advise of any conflicts with the Protection Plan regarding demolition and/or new work to be performed prior to the commencement of the project. The Contractor shall revise the Protection Plan based on the outcome of this coordination meeting with the Owner, if required. Contractor shall obtain approval of the Protection Plan prior to the commencement of the project. Contractor shall cover and protect any existing furniture and/or equipment that may remain in place throughout the duration of the project.

1.7. Pre-Demolition Photographs: Contractor shall take photographs of existing conditions adjoining areas of demolition and any areas that of existing conditions that might be misconstrued as damage caused by selective demolition procedures. (Objective of these photographs is to eliminate incorrect claims against the contractor for collateral damages he did not cause.) In addition, contractor shall photograph items requested by the owner to be salvaged for the owner. Owner shall deliver a list of items to be salvaged prior to commencement of demolition operations. Print and submit all photographic documentation prior to the start of demolition.

1.8. Burning and/or burial of demolished materials on-site is strictly prohibited.

2. HANDLING DEBRIS:

2.1. All debris shall be removed from site. Sprinkle with water as necessary to eliminate dust during chuting and transport.

3. PROTECTION:

3.1. Protect existing work that is to remain in place. Where safety is endangered in area of removal of work, provide protection as required.

4. CLEAN-UP:

4.1. Clean-up spillage from streets and adjacent areas.

4.2. Comply with Federal, State, and local hauling and disposal regulations.

END OF SECTION

SECTION 02055

CUTTING & PATCHING

1. DESCRIPTION OF REQUIREMENTS:

1.1 Definition: Cutting and patching includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting and patching required to restore surfaces to their original condition.

1.1.1 Cutting and patching is performed for coordination of the work, to uncover work for access or inspection, to obtain samples for testing, to permit alterations to be performed or for other similar purposes.

1.1.2 Cutting and patching performed during the manufacture of products, or during the initial fabrication, erection or installation processes is not considered to be cutting and patching under this definition. Drilling of holes to install fasteners and similar operations are also not considered to be cutting and patching. Core-drilling of holes larger than 1" requires approval of the project structural engineer.

1.2 Quality Assurance:

1.2.1 Requirements for Structural Work: Do not cut and patch structural work in a manner that would result in a reduction of load-carrying capacity or of load deflection ratio.

1.2.2 Before cutting and patching the following categories of work, obtain the Structural Engineer's approval to proceed with cutting and patching:

A. Miscellaneous structural metals, including lintels, equipment supports, and similar categories of work.

B. Masonry bearing walls.

C. Structural concrete including floor slabs.

D. Exterior wall construction.

1.2.3 Operational and Safety Limitations: Do not cut and patch operational elements or safety related components in a manner intended, including energy performance, or that would result in increased maintenance, or decreased operational life or decreased safety.

1.2.4 Visual Requirements: Do not cut and patch work exposed on the building's exterior or in its occupied spaces, in a manner that would, in the Design Professional's opinion, result in lessening the building's aesthetic substantial visual evidence of cut and patch work. Remove and replace work judged by the Design Professional to be cut and patched in a visually unsatisfactory manner.

2. PRODUCTS:

2.1 General: Except as otherwise indicated, or as directed by the Design Professional, use materials for cutting and patching that are identical to existing materials. If identical materials are not available, or cannot be used, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials for cutting and patching that will result in equal-or-better performance characteristics.

3. EXECUTION:

3.1 Inspection: Before cutting, examine the surfaces to be cut and patched and the conditions under which the work is to be performed. Examination should include a study of the existing drawings for the building. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective active before proceeding with the work.

3.1.1 Before the start of cutting work, meet at the work site with all parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict between the various trades. Coordinate layout of the work and resolve potential conflicts before proceeding with the work.

3.2 Preparation:

3.2.1 Temporary Support: To prevent failure, provide temporary support of work to be cut. Provide shoring, bracing and support as required to maintain structural integrity of the work.

3.2.2 Protection: Protect other work during cutting and patching to prevent damage. Provide protection from adverse weather conditions for that part of the project that may be exposed during cutting and patching operations. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

Take precautions not to cut existing pipe, conduit or duct serving the building but scheduled to be relocated until provisions have been made to bypass them.

3.3 Performance:

3.3.1 Employ skilled workmen to perform cutting and patching work. Except as

otherwise indicated or as approved by the Design Professional, proceed with cutting and patching at the earliest feasible time and complete work without delay.

3.3.2 Cutting: Cut the work using methods that are least likely to damage work to be retained or adjoining work. Where possible review proposed procedures with the original installer; comply with original installers recommendations.

3.3.2.1 In general, where cutting is required, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut through concrete and masonry using a cutting machine or core drill to insure a neat hole. Cut holes and slots neatly to size required with minimum disturbance of adjacent work. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces. Temporarily cover openings when not in use.

3.3.2.2 By-pass utility services such as pipe and conduit, before cutting, where such utility services are shown or required to be removed, relocated or abandoned. Cut-off conduit and pipe in walls or partitions to be removed. After by-pass and cutting, cap, valve, or plug and seal tight remaining portion of pipe and conduit to prevent entrance of moisture or other foreign matter.

3.3.3 Patching: Patch with seams which are durable and as invisible as possible. Comply with specified tolerances for the work.

3.3.3.1 Where feasible, inspect and test patched areas to demonstrate integrity of work.

3.3.3.2 Restore exposed finishes of patched areas and where necessary extend finish restoration into retained adjoining work in a manner which will eliminate evidence of patching and refinishing.

3.3.3.3 Patch and repair floor and wall surfaces to provide an even surface of uniform color and appearance remove existing floor and wall coverings and replace with new materials, if required by the Architect.

3.4 Cleaning:

3.4.1 Thoroughly clean areas and spaces where work is performed or used as access to work. Remove completely point, mortar, oils, putty, and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

END OF SECTION

SECTION 07300

SEALANTS AND CAULKING

1. GENERAL:

1.1 Submittals**:** Submit manufacturer's data samples of each material specified herein for approval, including samples of available color.

1.2 DELIVERY: AND STORAGE;

1.2.1 Materials delivered to the job site shall be in unopened containers or cartons, each bearing the product name, color, type, and grade.

1.2.2 Materials shall be stored in waterproof, dry building or sheds. Materials shall not be allowed to freeze nor be stacked in such a way as to cause damage to the container.

1.3 WARRANTY: The Contractor shall provide a warranty to the Owner against material and workmanship failure for a period of five years.

2. PRODUCTS: (Products by Mameco, USG, 3M, Dow Chemical Co, GE are specified by name. However, most of these manufacturers have product lines equivalent to each other.)

2.1 Exterior:

2.1.1. Horizontal Joints- Vulkem # 245, as manufactured by Mameco International, Cleveland, Ohio, or approved equal, shall be used in interior and exterior floor joints. The use of the one-component Vulkem 45 is optional if temperatures during installation are at or above 70 degrees F.

2.1.2 Vertical and Inclined Joints- Vulkem # 227, as manufactured by Mameco International, Cleveland, Ohio, or approved equal, shall be used in all exterior non-horizontal joints. The use of the one-component Vulkem #116 is optional if temperatures during installation are at or above 70 degrees F.

2.1.3 PRIMER: If required, shall be non-staining and a type as recommended by the Sealant manufacturer.

2.1.4 BACK-UP: Shall be a polyethylene foam, closed cell 25% wider than joint width, as manufactured by the Dow Chemical Co, Midland, Michigan.

2.1.5. BOND BREAKER: If required, shall be as recommended by the Sealant manufacturer.

2.1.6 Colors of Sealant and Caulking shall be from the manufacturer's standard colors and shall be as selected.

2.2 INTERIOR:

2.2.1 Non-Combustible Caulking “Acousti-seal" by USG

2.2.2 Acrylic-Latex or clear silicone, as appropriate. Dap, GE.

2.3 Metal Building Sealants: Sealants for the metal building system shall be provided by the metal building manufacturer. These sealants are different from those specified in this section and function under different environmental constraints and stresses.

3. APPLICATION:

3.1 Surface Preparation: All surfaces to which the sealant is to adhere must be cleaned of any contaminants, including but not limited to, curing compounds, for release oil, lubricants, paints, (particularly flurocarbon finishes, used for example, on some aluminum window frames, louver etc.) dust dirt, and unsound, damaged, substrates. Such cleaning must precede sealants installation; the sealant applicator shall notify the General Contractor before installing sealant if any unsound and/or damaged substrates are encountered which are not removable by solvents recommended by the manufacturer or similar normal surface preparation requirements.

3.2 Back-up Material: Shall be installed at the proper depth to provide sealant dimensions as specified earlier, using only round or blunt tools. Sharp tools (such as putty knife) are prohibited. Backer rod shall be 33% oversize.

3.3 Masking: If required, shall be used where recommended by the Sealant manufacturer. If primer is not used on surfaces other than concrete, concrete block or anodized aluminum, a manufacturer's letter must be submitted specifically authorizing its omission,

3.4 Sealant: Shall be applied under pressure, using hand or power caulking guns, or approved methods.

3.4.1 Nozzles shall be of the proper size and shape to form the required bead and completely fill the joint. Joint shall be filled from the bottom, making sure air bubbles are not left in the joint.

3.4.2 Joints shall be tooled in the opposite direction from that at installation, as directed or approved, using lubricants recommended by the manufacturer. Joints shall be slightly concave and recessed at least 1/8 inch from the top of the joint.

3.4.3 Weather Conditions: Sealants is NOT to be installed on any damp or wet substrate. If the exterior surface at the joint substrates are of a porous material, the manufacturer must be consulted for special procedures to minimize adhesion problems from rains within 24 hours of installation absorbing through the exterior substrate surface, wetting the joint adhesion face. Manufacturer must be consulted if temperatures below 40% F. within 24 hours after application are expected.

4. JOINT DIMENSIONS:

4.1 Joint dimensions shall be as shown on the Drawings. In joints up to 1/4 inch in width, the depth of the sealant or caulking shall be 1/4 inch.

4.2 In open joints over 1/4 inch wide, the depth of the sealant or caulking shall be approximately one-half the width of the joint, but in no case less than 1/4 inch deep.

4.3 When open joints exceed the depth requirements, insert backup material to the necessary depth stated above.

4.4 When perimeter joints around frames that are to be sealed and caulked do not have built-in stops, insert backup material to provide a joint with a minimum depth of 3/8 inch and a maximum depth of 1/2 inch.

5. WORKMANSHIP:

5.1 At the start of the installation, the manufacturer shall supply sufficient job-site instructions in the use of his product to ensure that proper installation procedures are followed.

5.2 As work progresses, sealant or caulking that may adhere to adjacent materials must be removed immediately.

6. CLEANING:

6.1 At the completion of this work, all surfaces adjoining shall be cleaned of all excess sealants or caulking and left in a neat condition, subject to the approval of the Architect.

END OF SECTION

SECTION 09100

ACOUSTICAL CEILINGS

1. GENERAL:

1.1 Scope of Work of this Section shall only include replacement of acoustical ceiling tiles and systems damaged during removal of existing systems to facilitate new fire sprinkler system work. All new materials and systems shall match existing adjacent materials and systems. Materials and systems listed herein are Architect's understanding of existing in-place items. Contractor to field verify all systems prior to commencement of work in Contract. Coordinate the work with all other trades.

1.2 Related Work: Division 15000, Mechanical.
Division 16000, Electrical.

1.3 Submittals: Manufacturer's data for acoustical panels and suspension system; sample of ceiling panel for approval of pattern and color, and swatches of acoustical fabric.

1.4 Performance Requirements:

1.4.1 Comply with the requirements of SCAQMD Rule 1168 and Green Seal Standards, GS-36, GS-11, and GC-03 for VOC limits for each product, adhesive, sealant, etc. used in the work.

1.5 Materials shall be Class A per NFPA 255 with a Flame Spread of 0-25 and Smoke Developed 0-450.

2. PRODUCTS:

2.1 All Suspended Acoustical Panels shall be sag resistant, anti-microbial, and deliver a minimum light reflectance of 0.85:

2.2 Suspended Acoustical Ceiling Type A:

2.3.1 Armstrong Item # 1732: "Fine Fissured" square-edge panels by Armstrong; 24" x 24" x 3/4"; or to match existing. Color shall be standard white. Acceptable Product: USG 'Radar ClimaPlus' #2210.

2.3.2 Exposed suspension grid system shall be intermediate duty steel in standard white finish. Framing shall comply with ASTM C635.

2.3 Suspended Acoustical Ceiling Type B:

2.3.1 Armstrong Item # 248: "Designer" square-edge panels by Armstrong; 24" x 24" x 3/4"; or to match existing. Color shall be standard white. Acceptable Product: USG “CGC Cheyenne”.

2.3.2 Exposed suspension grid system shall be intermediate duty steel in standard white finish. Framing shall comply with ASTM C635.

3. METHODS:

3.1 Ceiling suspension system: Install ceiling units using "Direct hung suspension system" as described and defined by Acoustical Materials Association publication, "Specifications for Acoustical Tile and Lay-in Panel Ceiling Suspension System", except as specified herein.

3.1.1 Where direct hung suspension is used, hangers, runners, cross tees, etc., shall be spaced as recommended by manufacturer to prevent deflection in excess of 1/360 of span of cross tee or runner, except that the maximum spacing of hangers shall be four feet on center. Provide extra hangers and bracing as required at or near items of mechanical, electrical, and miscellaneous equipment supported by ceiling suspension system.

3.2 Lay out ceilings as shown on the Reflected Ceiling Plan of the drawings.

4. COORDINATION: The acoustical subcontractor shall coordinate the acoustical work with the electrical and mechanical work. All electrical and mechanical items shall be supported by the grid system.

5. LOCATIONS:

Type A: As noted on Drawings.

Type B: As noted on Drawings.

END OF SECTION

SECTION 09200

GYPSUM BOARD

1. GENERAL:

1.1 All gypsum panels shall comply with ASTM C36. Materials specified are products of United States Gypsum Co (USG) or G-P Gypsum Corporation. Similar products manufactured by National Gypsum Company are acceptable.

1.1.1 Quality Assurance: All gypsum board products shall be of domestic manufacture. None shall be imported from any other country, especially from China. Contractor shall receive certification documenting manufacturing location from manufacturer and submit same for approval.

1.2 Submittals:
a. Manufacturers data on all material furnished under this Section.
b. Certification of Manufacturer attesting to the fact that all gypsum board and components have been manufactured in the United States. Certification shall specifically indicate location of the place of manufacture.

1.4 All interior gypsum board/metal stud ceiling soffits indicated on the Contract Drawings shall be constructed using metal framing and gypsum board as indicated and shall be designed by a specialty engineer registered in the State of Florida. Provide signed/sealed shop drawings including calculations for approval.

2. PRODUCTS:

2.1 For General Use: USG's 5/8" thick 'Fiberock VHI" Very-High-Impact Abuse Resistant gypsum panels with tapered edge from floor to ceiling height (drywall ceilings) or 6" above acoustical tile ceilings. Use standard gypsum panels of 5/8" thickness above 8'-0".

2.2 For Wet Areas: USG's 5/8" thick "Fiberock Aqua-Tough" Interior abuse and moisture resistant panels. (5/8" DensGlass Gold by GP acceptable)

2.3 Drywall Accessories: Metal corner beads, metal casing beads and trim as shown or required. Material shall be galvanized.

2.4 USG Screws: 1 ¼ inch Type S, Bugle Head, for fastening gypsum panels to studs or furring; 1 1/2" Type G, Bugle Head, for fastening gypsum to gypsum.

2.5 Joint Cement and reinforcing tape shall be as recommended by the manufacturer of gypsum wall board.

3. INSTALLATION:

3.1 Installation of gypsum board shall be in strict accordance with manufacturer's printed instructions, specifically, USG Product Bulletins SA 923 and SA 927 for installation over metal framing systems.

3.2 Position all ends and edges of gypsum panels staggered over framing members, except when joints are at right angles to framing members as in perpendicular application.

3.3 Extend ceiling board into corners and make firm contact with studs or furring. To minimize end joints, use panels of maximum practical lengths. Fit ends and edges closely, but not forced together. Stagger end joints and edge joints on opposite sides of partitions and place on different studs. Both vertical and horizontal drywall joints shall be staggered on both sides of the partitions. Hold bottom edge of gypsum board 3/8 inch off concrete floor slab.

3.4 Attach panels to framing supports by Standard Single Nailing Method as appropriate to the installation or Power driven USG Screws. Space fasteners not less than 3/8" from edges and ends of panels. Drive as recommended for specified fastening method. Drive fasteners in field of panels first, working toward ends and edges. Hold panel in firm contact with framing while driving fasteners. Drive fastener heads slightly below surface of gypsum panels in a uniform dimple without breaking face paper.

3.5 Cut ends, edges, scribe or make cutouts within field of panels in a workmanlike manner.

3.6 Install trim at all internal and external angles formed by the intersection of either panel surfaces or other surfaces. Apply corner bead to all vertical or horizontal external corners in accordance with manufacturer's directions.

4. FINISHING:

4.1 Level 4 Finish throughout: Application of joint compound and joint reinforcing and finishing of panels shall be in strict accordance with manufacturer's printed instructions to achieve level of finish noted.

5. CEILINGS:

5.1 Suspend gypsum board ceilings shall matching existing systems. If new ceiling systems must be provided, use Don Products 10,000 Series Rigid “X” drywall grid suspension system or equivalent system.

5.2 Soffits and Ceiling shapes: Several existing soffits and special ceiling shapes are existing within the facility. Contractor shall take care to avoid disturbance of these areas to extents possible. If new work affects these areas, Contractor shall restore all areas to pre-existing conditions using materials and systems currently installed in affected areas.

5.3 Ceiling Textures:

5.3.1 All gypsum board ceilings, soffits, and dropped headers shall be smooth, finish level 4 unless noted otherwise.

END OF SECTION

SECTION 09800

PAINTING

1. GENERAL:

1.1 The following specifications cover the complete painting and finishing of all surfaces, interior and exterior, as shown on the drawings and described in the specifications except as otherwise specified.

1.2 Work not included:

1.2.1 Copper, bronze, chromium plate, nickel, stainless steel, anodized aluminum, lead, and bright metals normally not intended to be painted.

1.2.2 Factory applied finishes.

1.2.3 Shop painting of structural and miscellaneous iron and steel.

1.3 The painting contractor shall supply all labor, materials, tools, ladders, scaffolding and equipment necessary for the completion of the work according to the drawings and specifications.

1.4 The painting contractor is responsible for inspecting the work of others prior to the application of any paint or finishing material. If any surface to be finished cannot be put in proper condition for finishing by customary cleaning, sanding and puttying operations, the painting contractor will immediately notify the general contractor or the Architect in writing, and shall not proceed with this work until conditions have been corrected and are acceptable.

1.5 Before proceeding with any painting, the painting contractor shall prepare and finish a sample room complete or in part, as directed by the Architect. Finish all areas or items in accordance with the specification and in colors selected by the Architect. These areas or items will be inspected by the Architect. When approved, they shall serve as a standard for workmanship, appearance, and materials approved for similar areas or items throughout this project.

1.6 Submittals: Manufacturer's data on painting products, item by item.

2. STORAGE: Store all materials used on the job in a single place designated by Architect. Keep storage place neat and clean. All damaged areas shall be corrected by cleaning, repairing or replacing. All soiled or used rags, waste and trash must be removed from the building every night, and every precaution taken to avoid the danger of fire.

3. EXTRAS: The painting contractor shall not be entitled to payment in excess of the amount agreed upon in his contract for any extra work over and above that specified, unless authorized in writing by the Architect or the Architect's duly authorized representative.

4. MATERIALS:

   4.1 All paints, varnishes, enamels, lacquers, stains, paste fillers, and similar materials must be delivered in the original containers, with the seals unbroken and labels intact and shall be used from the original containers.

   4.2 Use only first line products of approved manufacturers.

   4.3 Use materials only in accordance with the manufacturer's directions.

   4.4 The Architect will select colors and determine the number of colors to be used on the job. If required, prepare panels for finish and color in advance, with the materials as specified, for the approval of the Architect. Six accent colors will be selected in addition to three neutral colors to be used throughout.

5. WORKMANSHIP:

   5.1 Employ skilled mechanics to insure the very best workmanship. Quality workmanship is required. Materials to be applied by craftsman experienced in the use of the specific product involved.

   5.2 Where interior or exterior wood and metal are primed in the mill or shop as a part of the painting contract, use materials specified in every case for such surfaces and use in accordance with manufacturer's directions for the first or priming coat.

   5.3 When surface temperature is below 50 degrees F., do not apply paints, varnishes, and special coatings, unless otherwise specified. Do not prime exteriors during frosty or rainy weather. Avoid painting surfaces while they are exposed to direct sunlight.

5.4 Clean floors and adjacent surfaces, as well as all surfaces to be painted, before painting. Painting environment shall be relatively dust free.

5.5 Touch up knots, pitch streaks and sappy spots with recommended sealer before priming.

5.6 Putty nail holes, cracks and other defects after the first coat, with putty color to match the finish. Bring putty flush with the adjoining surface.

5.7 Wash metal surfaces with mineral spirits to remove dirt, oil and grease, before applying materials. Remove rust and scale by wire brushing or sanding clean before painting. Clean and touch up shop coats of paint that have become badly weathered, worn or marred with the primer specified.

5.8 Clean galvanized metal thoroughly and apply recommended primer.

5.9 Back-prime interior and exterior trim before installation with primer specified.

5.10 Apply all materials under adequate illumination, spread evenly and flow on smoothly without runs or sags.

5.11 All coats must be thoroughly dry before applying succeeding coats.

5.12 Sand smooth all woodwork to be finished with enamel or varnish. Clean surface before proceeding with the application of the first coat.

5.13 After doors are fitted, finish tops, bottoms and edges same as face and back. Finish tops and bottoms in a yellow or brown-pigmented sealer.

5.14 Secure color schedules before applying paint or finish. Tint primer and undercoat to the approximate shade of the finish coat.

5.15 Masonry surfaces shall be dry and clean from all dust, dirt, oil and efflorescence before painting. When recommended, etch concrete that is dense and smooth or that has had a hardener applied before painting. Fill masonry before painting.

5.16 Do not paint drywall containing more than 15% moisture. Touch up suction spots or "hot spots" as recommended after application of the first coat and before applying the second coat.

5.17 Repair scratches, cracks and abrasions in drywall surfaces and openings adjoining trim with a spackling compound, flush with adjoining surface, and when dry, sand smooth and seal before applying prime coat.

5.18 Cover surfaces to be stained with a uniform coat and wipe off if required.

5.19 Between coats, sand enamel or varnish finish, applied to wood or metal, with fine sandpaper and clean to produce an even, smooth finish.

5.20 Finish closets the same as adjoining rooms, unless otherwise specified. Finish all other surfaces the same as nearest or adjoining surfaces unless specified or directed otherwise by the Architect.

5.21 Protect work, adjacent work, and materials at all times, by suitable covering. Upon completion of the work, remove all paint and varnish spots from the floors, glass and other surfaces. Remove from the premises all rubbish and accumulated materials of whatever nature not caused by others and leave work in clean, orderly and acceptable condition.

6. PAINTING SCHEDULE: (Note: The number of coats scheduled shall establish a minimum requirement. Apply additional coats as necessary to achieve full coverage. It is the Architect's intent for paint to fully cover substrate creating a smooth, opaque finish.)

6.1 Exterior:

6.1.1 Galvanized Metal: (Remove oil and grease by solvent cleaning and rust by sanding.)

1 coat alkyd primer for galvanized metal primer
2 coats exterior alkyd enamel (gloss)

6.1.2 Ferrous Metal (including steel doors and frames): (Remove oil and grease by solvent cleaning and rust by sanding.)

1 coat oleo resinous primer (field or factory applied): rust inhibitor. (Touch up factory applied primer before applying finish coats).

2 coats exterior alkyd enamel, (semi-gloss)

6.1.2.1 Existing cast iron corner guards (2) and downspouts boots (3):
Strip all existing paint. Apply (2) coats new finish alkyd enamel (semi-gloss)

6.1.3 Aluminum (not specified to be factory finished):

1 coat alkyd zinc chromate primer
2 coats exterior alkyd enamel, (gloss)

6.1.4 Concrete Block, Concrete and Stucco
Elastomeric waterproofing as follows:

2 coats "Pitt-Flex Exterior Masonry Coating : (100% acrylic elastomeric) 4-110, 45.3% VS, MWF 16.0 mils, MDF 7.2 mils per coat. This coating is manufactured by PPG. Other coatings of equal specifications will be reviewed for approval.

6.1.5 Masonry Sealer: As specified in Section 04350, Masonry Sealer.

6.2 Interior:

6.2.1 Ferrous Metal: Including steel doors, steel door frames, door vision panel frames:

1 coat oleo resinous primer (field or factory applied)
2 coats alkyd enamel, (eggshell)

6.2.2 Concrete or Concrete Masonry Vertical Surfaces:

Min. 2 coats latex block filler, brushed on (fill all voids before applying paint. If the holes are big, use a slurry coat of grout before applying block filler.) Block filler may be deleted on previously painted surfaces.

2 coats acrylic latex enamel, eggshell or satin sheen.

6.2.3 Concrete Floors:

As specified in Section 03360, Concrete Finishes.

6.2.4 Gypsum Board:

1 prime coat
2 coats acrylic latex enamel, (satin on walls, flat at ceiling)

7. APPROVED MANUFACTURER:

7.1 All painting products shall be Benjamin Moore, Moorcraft quality. Products from recognized major manufacturers such as PPG, Sherwin-Williams, ICI and Devoe, are acceptable.

END OF SECTION

SECTION 10500

ACCESS PANELS

1. GENERAL:

1.1 Products listed are as manufactured by Inryco Inc., Division of Milcor. Access panels are not required to be fire-rated.

1.2 Submittals: Manufacturer's data and installation detail.

2. PRODUCTS:

2.1 Drywall Access Door: Equal to Model DW, 16 gauge frame, 14 gauge panel, with drywall bead, primed, complete with all required installation/mounting hardware and accessories by Inryco, Inc. Division of Milcor.
Nominal size: 24” x 48” or as indicated on Drawings.

2.2 Bid Quantities: Contractor shall include in his bid the furnishing and installation of four (4) drywall access doors. Location to be determined or as indicated on drawings.

3. INSTALLATION:

3.1 Install in accordance with manufacturer's instructions and approved shop drawings.

3.2 Align true and plumb. Units shall be installed parallel with building lines, unless specifically shown otherwise.

3.3 Adjust for smooth and positive operation.

END OF SECTION

AUTOMATIC SPRINKLER SYSTEM – SECTION 215560

PART 1 – GENERAL

1.1 DESCRIPTION

A. Provide all labor materials, equipment and services necessary to design, furnish and install a complete automatic fire sprinkler system as indicated or specified. All products shall be UL approved. The design and installation shall be in accordance with NFPA 13 and NFPA 241.

B. The work includes installation of both a dry pipe automatic sprinkler system to afford complete fire protection throughout as well as a nitrogen generating system to protect the system from corrosion.

C. The entire dry pipe automatic sprinkler system shall be modified in accordance with the specification and NFPA 13. Any reference to "authority having jurisdiction" shall be interpreted to mean the St. Johns County Fire Marshal. All material and equipment used shall be listed or approved by UL, FM, or another nationally recognized testing agency, for their intended use and service.

1.2 SUMMARY

A. Section includes:
1. Pipes, fittings and specialties.
2. Fire protection valves.
3. Sprinklers.
4. Alarm devices.
5. Other fire sprinkler related appurtenances.
6. Nitrogen generating system.

1.3 APPROVED MANUFACTURERS

A. The following manufacturers are approved for use subject to the detailed requirements of the drawings and these specifications.
1. Sprinkler Heads: Viking, Grinnell, Star, Gem, Reliable, Central.
2. Hangers: Elcen, Fee & Mason, Grinnell, F & M, Michigan.
3. Check, Gate, and Globe Valves: Jenkins, Crane, Mueller, Kennedy, Grinnell, United, Nibco, Clow, Central.
4. Butterfly Valves: Grinnell, Demco, Keystone, Milwaukee, Kennedy, Nibco.
5. Grooved Pipe and Fittings: Tyler\Gustin-Bacon, Victaulic, GruvLok.
6. Nitrogen Generating System: Viking, Potter Corrosion, South-Tek Systems .

1.4 QUALIFICATIONS

A. Verification of Qualification: Prior to installation, submit documentation to the Engineer of Record showing that the Contractor has successfully installed

automatic fire suppression sprinkler systems of comparable size, type and design as specified herein or that the Contractor has a firm contractual agreement with a subcontractor having such experience.

1. The data shall include the names and locations of at least three installations where the Contractor or subcontractor installed such systems.
2. The Contractor or subcontractor shall certify that each system has performed satisfactorily for a period of not less than one year.
3. The Contractor or subcontractor shall submit the NICET/PE certification/license number and expiration date.

1.5 QUALITY ASSURANCE

A. Qualifications:
   1. Layout and hydraulic calculation shall be performed by a NICET Level III or IV Technician certified in Automatic Sprinkler Systems Layout or a Registered Fire Protection Engineer.
   2. Installation shall be performed by a licensed sprinkler contractor who is experienced in the layout and installation of automatic sprinkler systems (minimum 3 years) of comparable size and type.
   3. Installer's responsibilities include layout, fabrication, and installation of sprinkler systems. Layout calculations shall be based on water flow test arranged by this contractor.
   4. Drawings shall be sealed by a licensed Professional Fire Protection Engineer or be stamped by a NICET Level III or IV Technician in automatic sprinkler systems layout.

B. Applicable References: Sprinkler system equipment, specialties, accessories, installation, and testing shall comply with the latest editions of the following codes and standards:
   1. National Fire Protection Association (NFPA), including all amendments and annexes.
      a. NFPA 13, "Installation of Sprinkler Systems"
      b. NFPA 241, "Standard for Safeguarding Construction, Alteration, and Demolition Operations"
   2. Underwriter's Laboratories (UL)
      a. "Fire Protection Equipment Directory"
   3. Factory Mutual Global (FM)
      a. Approval Guide
   4. American Standard for Testing Materials (ASTM)
      a. ASTM A53/53M, "Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless"
      b. ASTM A47/47M, "Standard Specification for Ferritic Malleable Iron Castings"
      c. ASTM A153, "Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware"

d. ASTM A234/234M, "Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service"
e. ASTM A536, "Standard Specification for Ductile Iron Castings"
f. ASTM A733, "Standard Specification for Welded and Seamless Carbon Steel and Austenitic Stainless Steel Pipe Nipples"
g. ASTM A795, "Standard Specification for Black and Hot-Dipped Zinc-Coated (Galvanized) Welded and Seamless Steel Pipe for Fire Protection Use"
h. ASTM A865, "Standard Specification for Threaded Couplings, Steel, Black, or Zinc-Coated (Galvanized) Welded or Seamless, for Use in Steel Pipe Joints"
i. ASTM B633, "Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel"
j. ASTM F2014, "Standard Specification for Non-Reinforced Extruded Tee Connections for Piping Applications"

5. American Water Works Association (AWWA)
   a. AWWA C110, "Standard for Ductile Iron and Gray Iron Fittings for Water"
   b. AWWA C606, "Standard for Grooved and Shouldered Joints"
6. American Society of Mechanical Engineers (ASME)
   a. ASME B1.20.1, "Pipe Threads, General Purpose"
   b. ASME B16.1, "Gray Iron Pipe Flanges and Flanged Fittings: Classes 25, 125, and 250"
   c. ASME B16.3, "Malleable Iron Threaded Fittings"
   d. ASME B16.4, "Gray Iron Threaded Fittings"
   e. ASME B16.5, "Pipe Flanges and Flanged Fittings: NPS 1/2 through 24"
   f. ASME B16.9, "Factory-Made Wrought Buttwelding Fittings"
   g. ASME B16.21, "Nonmetallic Flat Gaskets for Pipe Flanges"
   h. ASME B18.2.1, "Square and Hex Bolts and Screws, Inch Series"
7. American Welding Society (AWS)
   a. A5.8, "Specification for Filler Metals for Brazing and Braze Welding"
   b. D10.12/D10.12M, "Guide for Welding Mild Steel Pipe"
8. Federal Specifications
   a. TT-P-636
9. International Code Council (ICC)
   a. International Building Code (IBC)

C. Guarantee: The Contractor shall guarantee labor, materials, and equipment provided under this contract against defects for a period of one year after the date of final acceptance of this work by St. Johns County. Final acceptance includes, but is not limited to, the receipt of as-built drawings and operation and

maintenance manuals. Contractor shall be able to provide qualified personnel to site within a 2-hour timeframe and be available 24 hours a day, 7 days a week.

D. Conflicts: The system shall be installed in accordance with the specifications, and referenced publications. Any conflicts between these documents shall be brought to the attention of St. Johns County.

1.6 SUBMITTALS

A. Sprinkler Impairment Plan: Although the facility will not be open to the public, the contractor must advise the St. Johns County Fire Marshal that the system will be out of service. When Sprinkler Interruption is necessary, a written plan (indicating the expected time it will be out of service to the time it is expected to be restored as well as the method for putting the system back in service) shall be submitted to the St. Johns County Fire Marshal. Design and Installation shall be in accordance with NFPA 13 and NFPA 241.

B. Product Data: Submit one electronic set of submittals to the engineer and St. Johns County and the St. Johns County Fire Marshal for each type of product indicated. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories. Partial submittals will not be acceptable and will be returned without review. Before any work is commenced, the submittal must be approved by the engineer, St. Johns County and the St. Johns County Fire Marshal. Manufacturer’s data shall be provided for all products listed in Part 2 of this section and annotated to show the specific model, type, and size of each item. Submit manufacturer's technical product data for sprinkler heads, drain valve, hangers, sprinkler cabinet, pipe, fittings, mechanical couplings, escutcheons and all other essential equipment.

C. Shop Drawings: Submit detailed working drawings in accordance with NFPA 13 for approval prior to fabrication of piping. Provide a layout and details sufficient to indicate the coordination of the location of sprinkler heads and piping with the ceiling configuration and with the relocation of luminaries and interchangeability of ceiling components. Submit a statement from the sprinkler subcontractor certifying that the design meets the original hydraulic design parameters. The drawings shall be on uniform size sheets no smaller than the Contract Drawings. Shop drawings shall be signed and sealed by a professional engineer registered in the State of Florida and regularly engaged in fire protection engineering. Partial submittals will not be acceptable and will be returned without review. Before any work is commenced, the submittal must be approved by the engineer, St. Johns County and the St. Johns County Fire Marshal. Include plans, elevations, sections, details, isometric diagram of sprinkler system riser piping showing all control valve locations, and attachments to other work.

1. Layout indicating details, plan view, elevations and sections of the system piping. Indicate the location of sprinklers and piping in relation to the ceiling layout, showing pipe lengths and sizes.

2. Detailed riser diagram including isometric diagrams showing schematic of systems supply, supply connection, devices, valves, pipe, and fittings.

D. Hydraulic Calculations: Submit hydraulic calculations as part of the shop drawings. Hydraulic calculations shall be signed and sealed by a professional engineer registered in the State of Florida and regularly engaged in fire protection engineering. Before proceeding with installation, also receive approval of authority having jurisdiction. Prepare hydraulic calculations in accordance with NFPA 13 and its recommended occupancies and the following:
1. Minimum operating of any sprinkler shall be according to NFPA 13 and UL listing/FM approval.
2. Pipe friction losses may be calculated by using the nearest foot for all piping over three feet in length. Horizontal lengths less than three feet may be neglected. Vertical length less than three feet shall be included for elevation purposes only.
3. Flows shall be calculated to the nearest whole gallon.
4. Velocity pressures may be neglected.
5. Total sprinkler system flow shall not exceed 110 percent of the required flow.
6. Existing pressure readings for this facility were not available. Determine the pressures (residual and static pressure), as well as flow rates, prior to bid.

E. As-Built Drawings: Prepare and submit electronic as-built drawings.
1. The drawings shall include all information as required by NFPA 13.
2. The drawings shall also show the system as installed including all deviations from the approved shop drawings.
3. The drawings shall be on uniform size sheets of 24” x 36”.
4. Submit these drawings within two weeks after the final acceptance test of the system.
5. Provide CAD based electronic as-built drawings to St. Johns County; Set shall include DWG and DWF file formats including all associated externally referenced electronic files (Xrefs). These files shall contain externally referenced files that have been inserted (do not bind the Xrefs). Provide both DWG and DWF file formats on three separate recordable CD-Rs (do not use CD-RWs or DVD-R/RWs). In addition, provide in each set a read only PDF copy of each as-built drawing for archiving purposes. PDF files shall be created using the PDF Creator utility. These three CD-Rs shall be formatted, written to, and the recording session closed in such a manner as to prevent additional electronic file transfers to the recordable CD-Rs.

F. Field Test Reports and Certificates: Submit test certification to St. Johns County for all pipe and fittings. Indicate and interpret test results for compliance with performance requirements and as described in NFPA 13. Include “Contractor’s Material and Test Certificate for Aboveground Piping”.

G. Operation and Maintenance Data: Not less than 14 calendar days prior to the final acceptance testing of the entire system and for use during the instruction period hereinafter specified, provide six bound copies of an Operation and Maintenance Manual to the Engineer of Record. The manual shall include an index, copies of all approved shop drawings and submittal materials (updated to as-built), and a complete parts list of all components. The manual shall also include for each item, the manufacturer's name, the serial number of the part, an ordering number, if appropriate, and a physical description of the part. The manual shall include all data relative to alarm valves, water flow switches, and tamper switches. These O&M Manuals shall be tabbed by floor.

1.7 PROJECT CONDITIONS

A. Interruption of Existing Sprinkler Service: Do not interrupt sprinkler service to facilities without prior approval of St. Johns County and Fire Marshal and the facility's Senior Property Manager.

B. Although the facility will not be open to the public, the contractor must advise the St. Johns County Fire Marshal that the system will be out of service. When Sprinkler Interruption is necessary, a written plan (indicating the expected time it will be out of service to the time it is expected to be restored as well as the method for putting the system back in service) shall be submitted to the St. Johns County Fire Marshal. Design and Installation shall be in accordance with NFPA 13 and NFPA 241. Also, contractor shall provide St. Johns County with any fire watch requirements so they can adequately monitor the facility.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Delivery: Handle wet-pipe sprinkler components carefully to prevent damage, denting and scoring. Do not install damaged components; replace with new.

B. Storage: Store wet-pipe sprinkler components in clean, dry place. Protect from weather, dirt, water, construction debris, and physical damage.

1.9 COORDINATION

A. Coordinate layout and installation of sprinklers with other elements that penetrates ceilings, including light fixtures, HVAC equipment, and partition assemblies.

B. Sprinklers shall be located in the existing locations as much as possible provided they still meet the coverage requirements.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Pipe:

1. Schedule 80, CPVC: ASTM F442 in NPS 3" and smaller. This is the preferred pipe and should be used where possible.

2. Schedule 80 CPVC Fittings: ASTM F437, ASTM F439 or ASTM F1970.
3. Schedule 40, Black Steel Pipe: ASTM A795, in NPS 2 inches (DN 50) and smaller. Pipe ends may be factory or field formed to match joining method.
4. Schedule 10, Black Steel Pipe: ASTM A795, Schedule 10 in pipe greater than NPS 2 inches (DN 50). Pipe ends may be factory or field formed to match joining method. Not permitted unless alternate is provided.
5. Black Steel Pipe Nipples: ASTM A733, made of ASTM A795, Schedule 40 steel pipe with threaded ends.
6. Steel Couplings: ASTM A865, threaded.
7. Gray-Iron Threaded Fittings: ASME B16.4, Class 125, standard pattern.
8. Malleable- or Ductile-Iron Unions: UL-listed.
9. Cast-Iron Flanges: ASME 16.1, Class 125.
10. Steel Flanges and Flanged Fittings: ASME B16.5, Class 150.
11. Steel Welding Fittings: ASTM A234/A234M and ASME B16.9.
12. Malleable Iron Fittings: ASTM B16.3, Class 150.
13. Grooved-Joint, Steel Pipe Appurtenances:
    a. Pressure Rating: 175 pounds per square inch gauge (1200 kPa) minimum.
    b. Grooved-End Fittings for Steel Piping: ASTM A47/47M, malleable-iron casting or ASTM A536, ductile-iron casting; with dimensions matching steel pipe.
14. Not permitted:
    a. Steel piping having a corrosion resistant ratio less than 1.
    b. Plain end fittings

B. Valves:
1. O.S. & Y: "Kennedy" iron body bronze mounted, double disc with parallel seats.
2. Butterfly: "Grinnell" IWU-LUG ductile iron body, stainless steel stem, aluminum bronze disc, phenolic ring and Buna N seat. Valves shall be FM/UL listed and approved for fire protection service.
3. Check: "Kennedy" figure 125 for piping 2-1/2" through 3" screwed ends, or figure 126 for piping 2-1/2" thru 8" flanged ends, cast iron body bronze mounted with bronze disc.

C. Sprinklers:
1. Pressure Rating for Automatic Sprinklers: 175 pounds per square inch gauge minimum.
2. Sprinklers with O-rings are not permitted.
3. Quick Response Sprinklers (QRS) shall be used.
4. Pendant and Upright, Extended Coverage: Reliable Model G4 XLO-QREC EC sprinklers, with 3/4" orifice.
5. Pendant and Upright, Standard Coverage: Reliable Model F1FR56-300 sprinklers, with 1/2" orifice.
6. Sidewall: Reliable Model F1FR56-300 sprinklers, with 1/2" orifice.

7. Automatic sprinkler heads shall be suitable for use intended including proper temperature rating as required by NFPA Standards for Installations of Sprinkler Systems Pamphlet #13.
8. Heads in finished areas to be concealed, unless otherwise directed, and heads in unfinished areas to be rough brass.
9. Cover plate finish shall be painted white.
10. Furnish 12 spare heads of each type with same ratings and wrench in cabinet.

D. Pipe Hangers: Shall conform to N.F.P.A. and U.L. standards for spacing, number, size, and type. Pipe to be generally supported by restraining clips, clamps and rods secured to overhead construction. Existing supports may be revised if stable. Additional supports may be required.

E. Escutcheon Plates, Cover Caps, and Sleeves:
1. Escutcheon Plates: Provide chrome plated escutcheon plates wherever pipes pass through finished walls, floors, or ceiling. Provide prime coat painted escutcheon plates wherever pipes pass through the walls, floors, or ceilings in unfinished exposed areas.
2. Cover Caps for Sprinkler Heads: Finished sprinkler head shall be fully recessed and hidden by cover cap. Cap to be painted to blend in with adjacent surface.
3. Sleeves: Unless otherwise detailed or required by code, provide 20 gauge galvanized sleeves around all pipes passing through walls and floors. Gaps between sleeves and piping shall be filled with fire stopping.

F. Signage: Provide signs for each valve and to identify hydraulic design. Signs shall have white lettering on a red background with holes for easy attachment. Enter pertinent data for each system on the hydraulic placard. Signs shall also be provided to locate any concealed valves. These signs shall be approved by the facility manager prior to procurement.

2.2 Nitrogen Generating System: Provide the following:

A. N_2-Blast System by Viking, or approved equal, of appropriate size for the gallons of total sprinkler pipe capacity.

B. UL508A listed control panel.

C. Leak detection system signaling to existing fire alarm.

D. Air bypass tamper alarm signaling to existing fire alarm.

E. Air compressor package with five year warranty for compressor. Air dryer to be included with air compressor package.

F. Nitrogen receiver tank.

G. Portable Nitrogen Purity Sensor.

H. Auto Purge system for each zone.

I. Sampling port for each zone.

H. Commissioning and Training by an authorized representative of the manufacturer - includes project manager on-site for one (1) day, and training for contractors and/or owner during system commissioning.

F. Furnish one spare filter replacement kit for the N_2-Blast System.

PART 3 – EXECUTION

3.1 INSTALLATION

A. Sprinkler piping shall be concealed above ceiling where possible and all sprinkler heads in ceilings shall be white finish, unless noted otherwise. Sprinkler heads located in rooms where there is no ceiling may be standard bronze upright or pendent, or sidewall as required. Sprinkler heads located in areas with T-bar ceilings shall be centered in lay-in 2x2 tile or centered in one half of the 2x4 tile.

B. Exposed piping shall be painted to match ceiling behind it. Color to be approved by County.

3.2 PIPING:

A. Threaded: Cut all pipe accurately to measurements established at the building. Work into place without springing or forcing. Proper provision shall be made for expansion and contraction of piping. Pipe and fittings are to be free from burrs and fins. All pipe is to be reamed and screw joints made. Apply lubricant to male threads only. Full cut thread and no more than three threads shall remain exposed on the pipe.

B. Protection: All materials, fittings, and fixtures shall be properly and effectively protected. All pipe openings shall be closed so as to prevent obstructions and damage.

C. Drainage: System drainage shall be provided from alarm valve through line controlled by globe valve and run to exterior of building. Wherever piping is trapped, an auxiliary draw-off shall be provided.

D. Welding: On-site welding of sprinkler piping shall NOT be permitted.

E. Groove Joining: Pipe joined with mechanical grooved couplings shall be joined by a listed combination of couplings, gaskets and grooves. When grooves are cut or rolled on the pipe they shall be dimensionally compatible with the coupling.

F. "Sock-it" and "Press-Fit" fittings are not approved.

G. Freeze Protection: All wet sprinkler system piping, equipment, valves, etc. shall be located inside of the building insulation systems so that the building heating system will prevent the piping from freezing. Heads located in the exterior soffits shall be protected by an anti-freeze system fed from the main riser.

H. In general, sprinkler piping shall be installed at maximum height throughout the building. Offset piping as required to clear mechanical ductwork, piping, building structure, etc.

I. The mechanical systems installation (equipment, ductwork, piping, etc.) shall have priority over space within the building.

J. Sprinkler heads located 7'-0" above finished floor or less or installed in a location subject to damage (i.e., near a shelf in a storage room, in a mechanical equipment room, etc.) shall be provided with approved guards.

K. Earthquake Protection: Furnish and install earthquake protection for sprinkler system in strict accordance with NFPA Pamphlet #13.

L. Escutcheons: Provide escutcheons for pipes passing through walls, partitions, or suspended type ceilings.
   1. Escutcheons shall be provided where pendant sprinkler heads penetrate ceilings.
   2. Escutcheons shall be steel, primed and finish painted to match adjacent wall finish.

3.3 FIRESTOPPING AND FIREPROOFING

A. Firestop all holes for piping, or other penetrations which pass through floor slabs, fire-rated walls, partitions with fire-rated doors, vertical service shafts, or any fire-rated assemblies. Existing holes through which new piping for this project passes shall be totally firestopped in a manner that restores the fire protection rating of the penetrated wall, floor, ceiling, or other structure.

3.4 ACCESSORIES:

A. Provide all test and drain lines as required by NFPA 13.

B. Provide pressure gauges, signs and other such standard appurtenances as required for a complete installation in accordance with NFPA 13.

C. Provide a nameplate data sign at the main controlling valve identifying the system as a hydraulically designed system indicating the location and basis for design in accordance with NFPA 13.

D. In addition, provide signs at inspector's test valve, drain valve, alarm test valve and alarm bypass valve.

E. Provide automatic air release valve with supervised ball valve at all high points.

F. Drain: Extend all drain piping to nearest drain.
   1. All sprinkler piping shall be so installed that it can be thoroughly drained, and where practicable shall be arranged to drain at the main drain valve.
   2. The main drain valve shall be capable of a full discharge test without allowing water to flow onto the floor.
   3. All drips and drains shall conform to NFPA 13.

4. All drain outlets discharging to the outside including the water motor gong shall be located no higher than one foot above grade level.

G. Field Changes: Do not make field changes in the piping layout or pipe sizes without prior approval.

H. Inspector's Test Valve: Provide inspector's test valve in accordance with NFPA 13, supplied from the highest and most remote part of the system in relation to the riser assembly, and discharged to the outside of the building or to a building drain. Install test valves conveniently accessible within six feet of floor.

3.5 NITROGEN GENERATION SYSTEM

A. System shall be installed in accordance with manufacturer's requirements. Tie the leak detection system and air bypass tamper alarm to the existing fire alarm panel.

B. Provide services of the nitrogen generation system manufacturer for start-up, commissioning and training of county personnel on how the system works and when and how determine the need for maintenance by the sprinkler contractors.

3.6 FIELD QUALITY CONTROL

A. Tests and Inspections:
1. Pressure test the dry pipe sprinkler system as required by NFPA 13, in the presence of St. Johns County representative and Fire Marshal. The Contractor and an authorized representative from each supplier of equipment shall be in attendance at the preliminary test. Test dry pipe system valve, water flow alarms, tamper switches, and all other devices for smooth and correct operation. Test the water flow alarms by flowing water through the inspector's test connection. When tests are completed and corrections made, submit signed and dated "Contractor's Material and Testing Certificates" in accordance with NFPA 13, with a request for final inspection and tests.
2. Test and adjust controls. Replace damaged and malfunctioning controls and equipment.
3. Flush, test, and inspect sprinkler systems according to NFPA 13.
4. Energize circuits to electrical equipment and devices.
5. Coordinate with fire alarm tests. Operate as required.

B. Final Inspection and Testing: Advise St. Johns County when pressure and alarm tests have been completed and all necessary corrections made, so as to permit final inspection and testing. Submit request for testing at least 15 calendar days prior to test date. A final acceptance test WILL NOT BE SCHEDULED until operation and maintenance manuals have been received by the Engineer of Record or designated representative.

1. At the final test, a material and test certificate must be provided in accordance with NFPA 13.
2. Submit up-to-date shop drawings to St. Johns County or designated representative at the final test. These drawings shall be undamaged sets of prints of the shop drawings, with changes from the original drawings. Up-to-date drawings shall be maintained on site throughout construction.
3. The final test shall be witnessed by Fire Marshal and St. Johns County representative. The Contractor and an authorized representative from each supplier of equipment shall be in attendance at the final test.
4. Final testing shall include, but is not limited to, full flow testing through both the main drain and the inspector's test connection as well as testing of all waterflow and tamper switches.
5. Provide all equipment, services and labor to properly perform all required tests.

END OF SECTION 215560

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Copper building wire rated 600 V or less.
2. Connectors, splices, and terminations rated 600 V and less.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Product Schedule: Indicate type, use, location, and termination locations.

1.3 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

PART 2 - PRODUCTS

2.1 COPPER BUILDING WIRE

A. Description: Flexible, insulated and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.

B. Standards:

1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
2. RoHS compliant.
3. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."

C. Conductors: Copper, complying with ASTM B 3 for bare annealed copper and with ASTM B 8 for stranded conductors.

D. Conductor Insulation:
1. Type THW and Type THW-2: Comply with NEMA WC-70/ICEA S-95-658 and UL 83.

2.2 CONNECTORS AND SPLICES

A. Description: Factory-fabricated connectors, splices, and lugs of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.

B. Lugs: One piece, seamless, designed to terminate conductors specified in this Section.

1. Material: Copper.
2. Type: One hole with standard barrels.
3. Termination: Compression.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

A. Feeders: Copper; solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

B. Feeders: Copper. Conductors shall be solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

C. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

D. Branch Circuits: Copper. Solid for No. 12 AWG and smaller; stranded for No. 10 AWG and larger.

E. Power-Limited Fire Alarm and Control: Solid for No. 12 AWG and smaller.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

A. Type THHN/THWN-2, single conductors in raceway.

B. Type THHN/THWN-2, single conductors in raceway.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.

B. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.

C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.

E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.

F. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."

3.4 CONNECTIONS

A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.

B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.

1. Use oxide inhibitor in each splice, termination, and tap for aluminum conductors.

C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches (150 mm) (300 mm) of slack.

3.5 IDENTIFICATION

A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."

B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

3.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.7 FIRESTOPPING

A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Section 078413 "Penetration Firestopping."

END OF SECTION 260519

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes grounding and bonding systems and equipment.

B. Section includes grounding and bonding systems and equipment, plus the following special applications:

1. Underground distribution grounding.
2. Ground bonding common with lightning protection system.
3. Foundation steel electrodes.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.3 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Plans showing dimensioned as-built locations of grounding features specified in "Field Quality Control" Article.

B. Qualification Data: For testing agency and testing agency's field supervisor.

C. Field quality-control reports.

1.4 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1. Plans showing as-built, dimensioned locations of grounding features specified in "Field Quality Control" Article, including the following:
   a. Ground rods.
   b. Grounding arrangements and connections for separately derived systems.

2. Instructions for periodic testing and inspection of grounding features at grounding connections for separately derived systems based on NETA MTS or NFPA 70B.

   a. Tests shall determine if ground-resistance or impedance values remain within specified maximums, and instructions shall recommend corrective action if values do not.
   b. Include recommended testing intervals.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Comply with UL 467 for grounding and bonding materials and equipment.

2.2 CONDUCTORS

A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.

B. Bare Copper Conductors:

1. Solid Conductors: ASTM B 3.
2. Stranded Conductors: ASTM B 8.
3. Tinned Conductors: ASTM B 33.
4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch (6 mm) in diameter.
5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.

C. Grounding Bus: Predrilled rectangular bars of annealed copper, 1/4 by 4 inches (6.3 by 100 mm) in cross section, with 9/32-inch (7.14-mm) holes spaced 1-1/8 inches (28 mm) apart. Stand-off insulators for mounting shall comply with UL 891 for use in switchboards, 600 V and shall be Lexan or PVC, impulse tested at 5000 V.

2.3 CONNECTORS

A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.

B. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.

C. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

D. Beam Clamps: Mechanical type, terminal, ground wire access from four directions, with dual, tin-plated or silicon bronze bolts.

E. Cable-to-Cable Connectors: Compression type, copper or copper alloy.

F. Cable Tray Ground Clamp: Mechanical type, zinc-plated malleable iron.

G. Conduit Hubs: Mechanical type, terminal with threaded hub.

H. Ground Rod Clamps: Mechanical type, copper or copper alloy, terminal with hex head bolt.

I. Service Post Connectors: Mechanical type, bronze alloy terminal, in short- and long-stud lengths, capable of single and double conductor connections.

J. Signal Reference Grid Clamp: Mechanical type, stamped-steel terminal with hex head screw.

K. Straps: Solid copper, copper lugs. Rated for 600 A.

L. Tower Ground Clamps: Mechanical type, copper or copper alloy, terminal [one] [two]-piece clamp.

M. U-Bolt Clamps: Mechanical type, copper or copper alloy, terminal listed for direct burial.

N. Water Pipe Clamps:

1. Mechanical type, two pieces with zinc-plated bolts.

a. Material: Die-cast zinc alloy.
b. Listed for direct burial.

2. U-bolt type with malleable-iron clamp and copper ground connector.

2.4 GROUNDING ELECTRODES

A. Ground Rods: Copper-clad steel, sectional type; 3/4 inch by 10 feet (19 mm by 3 m).

PART 3 - EXECUTION

3.1 APPLICATIONS

A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.

B. Underground Grounding Conductors: Install bare copper conductor, No. 2/0 AWG minimum.

1. Bury at least 24 inches (600 mm) below grade.

C. Grounding Bus: Install in electrical equipment rooms, in rooms housing service equipment, and elsewhere as indicated.

1. Install bus horizontally, on insulated spacers 2 inches (50 mm) minimum from wall, 6 inches (150 mm) above finished floor unless otherwise indicated.
2. Where indicated on both sides of doorways, route bus up to top of door frame, across top of doorway, and down; connect to horizontal bus.

D. Conductor Terminations and Connections:

1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
3. Connections to Ground Rods at Test Wells: Bolted connectors.
4. Connections to Structural Steel: Welded connectors.

3.2 GROUNDING AT THE SERVICE

A. Equipment grounding conductors and grounding electrode conductors shall be connected to the ground bus. Install a main bonding jumper between the neutral and ground buses.

3.3 GROUNDING SEPARATELY DERIVED SYSTEMS

A. Generator: Install grounding electrode(s) at the generator location. The electrode shall be connected to the equipment grounding conductor and to the frame of the generator.

3.4 EQUIPMENT GROUNDING

A. Install insulated equipment grounding conductors with all feeders and branch circuits.

B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:

1. Feeders and branch circuits.
2. Lighting circuits.
3. Receptacle circuits.
4. Single-phase motor and appliance branch circuits.
5. Three-phase motor and appliance branch circuits.
6. Flexible raceway runs.
7. Armored and metal-clad cable runs.
8. Busway Supply Circuits: Install insulated equipment grounding conductor from grounding bus in the switchgear, switchboard, or distribution panel to equipment grounding bar terminal on busway.

C. Air-Duct Equipment Circuits: Install insulated equipment grounding conductor to duct-mounted electrical devices operating at 120 V and more, including air cleaners, heaters, dampers, humidifiers, and other duct electrical equipment. Bond conductor to each unit and to air duct and connected metallic piping.

D. Water Heater, Heat-Tracing, and Antifrost Heating Cables: Install a separate insulated equipment grounding conductor to each electric water heater and heat-tracing cable. Bond conductor to heater units, piping, connected equipment, and components.

E. Poles Supporting Outdoor Lighting Fixtures: Install grounding electrode and a separate insulated equipment grounding conductor in addition to grounding conductor installed with branch-circuit conductors.

3.5 FENCE GROUNDING

A. Fence Grounding: Install at maximum intervals of 750 feet (450 m) except as follows:

1. Gates and Other Fence Openings: Ground fence on each side of opening.

B. Fences Enclosing Electrical Power Distribution Equipment: Ground as required by IEEE C2 unless otherwise indicated.

3.6 INSTALLATION

A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

B. Ground Bonding Common with Lightning Protection System: Comply with NFPA 780 and UL 96 when interconnecting with lightning protection system. Bond electrical power system ground directly to lightning protection system grounding conductor at closest point to electrical service grounding electrode. Use bonding conductor sized same as system grounding electrode conductor, and install in conduit.

C. Ground Rods: Drive rods until tops are 2 inches (50 mm) below finished floor or final grade unless otherwise indicated.

1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.

D. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.

1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.

E. Grounding and Bonding for Piping:

1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes; use a bolted clamp connector or bolt a lug-type connector to a pipe flange by using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.

3. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.

3.7 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Tests and Inspections:

1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, and at individual ground rods. Make tests at ground rods before any conductors are connected.

    a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
    b. Perform tests by fall-of-potential method according to IEEE 81.

4. Prepare dimensioned Drawings locating each test well, ground rod and ground-rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.

C. Grounding system will be considered defective if it does not pass tests and inspections.

D. Prepare test and inspection reports.

E. Report measured ground resistances that exceed 5 ohms.

F. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION 260526

SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Steel slotted support systems.
2. Conduit and cable support devices.
3. Support for conductors in vertical conduit.
4. Structural steel for fabricated supports and restraints.
5. Mounting, anchoring, and attachment components, including powder-actuated fasteners, mechanical expansion anchors, concrete inserts, clamps, through bolts, toggle bolts, and hanger rods.
6. Fabricated metal equipment support assemblies.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For fabrication and installation details for electrical hangers and support systems.

1. Hangers. Include product data for components.
2. Slotted support systems.
3. Equipment supports.
4. Vibration Isolation Base Details: Detail fabrication including anchorages and attachments to structure and to supported equipment. Include adjustable motor bases, rails, and frames for equipment mounting.

C. Delegated-Design Submittal: For hangers and supports for electrical systems.

1. Include design calculations and details of hangers.
2. Include design calculations for seismic restraints.

1.3 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Reflected ceiling plan(s) and other details, drawn to scale, and coordinated with each other, using input from installers of the items involved.

B. Welding certificates.

1.4 QUALITY ASSURANCE

A. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Flame Rating: Class 1.
2. Self-extinguishing according to ASTM D 635.

2.2 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

A. Steel Slotted Support Systems: Preformed steel channels and angles with minimum 13/32-inch-(10-mm-) diameter holes at a maximum of 8 inches (200 mm) o.c. in at least one surface.
1. Standard: Comply with MFMA-4 factory-fabricated components for field assembly.
2. Material for Channel, Fittings, and Accessories: Galvanized steel.
3. Channel Width: Selected for applicable load criteria.
4. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.

B. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.

C. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for nonarmored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be made of malleable iron.

D. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M steel plates, shapes, and bars; black and galvanized.

E. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:

1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.

2. Mechanical-Expansion Anchors: Insert-wedge-type, stainless steel, for use in hardened portland cement concrete, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.

3. Concrete Inserts: Steel or malleable-iron, slotted support system units are similar to MSS Type 18 units and comply with MFMA-4 or MSS SP-58.
4. Clamps for Attachment to Steel Structural Elements: MSS SP-58 units are suitable for attached structural element.
5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
6. Toggle Bolts: Stainless-steel springhead type.

7. Hanger Rods: Threaded steel.

2.3 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

A. Description: Welded or bolted structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.

PART 3 - EXECUTION

3.1 APPLICATION

A. Comply with the following standards for application and installation requirements of hangers and supports, except where requirements on Drawings or in this Section are stricter:

1. NECA 1.
2. NECA 101
3. NECA 102.
4. NECA 105.
5. NECA 111.

B. Comply with requirements for raceways and boxes specified in Section 260533 "Raceways and Boxes for Electrical Systems."

C. Maximum Support Spacing and Minimum Hanger Rod Size for Raceways: Space supports for EMT, IMC, and RMC as scheduled in NECA 1, where its Table 1 lists maximum spacings that are less than those stated in NFPA 70. Minimum rod size shall be 1/4 inch (6 mm) in diameter.

D. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted [or other]support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.

1. Secure raceways and cables to these supports with two-bolt conduit clamps.

E. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch (38-mm) and smaller raceways serving branch circuits and communication systems above suspended ceilings, and for fastening raceways to trapeze supports.

3.2 SUPPORT INSTALLATION

A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this article.

B. Raceway Support Methods: In addition to methods described in NECA 1, EMT may be supported by openings through structure members, according to NFPA 70.

C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits.

Minimum static design load used for strength determination shall be weight of supported components plus 200 lb (90 kg).

D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:

1. To Wood: Fasten with lag screws or through bolts.
2. To New Concrete: Bolt to concrete inserts.
3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
4. To Existing Concrete: Expansion anchor fasteners.
5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches (100 mm) thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches (100 mm) thick.
6. To Steel: Beam clamps (MSS SP-58, Type 19, 21, 23, 25, or 27), complying with MSS SP-69.
7. To Light Steel: Sheet metal screws.
8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate.

E. Drill holes for expansion anchors in concrete at locations and to depths that avoid the need for reinforcing bars.

3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

A. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.

B. Field Welding: Comply with AWS D1.1/D1.1M.

END OF SECTION 260529

SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Metal conduits and fittings.
2. Nonmetallic conduits and fittings.
3. Metal wireways and auxiliary gutters.
4. Boxes, enclosures, and cabinets.
5. Handholes and boxes for exterior underground cabling.

B. Related Requirements:
1. Section 260543 "Underground Ducts and Raceways for Electrical Systems" for exterior ductbanks, manholes, and underground utility construction.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details.

1.3 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of items involved:

1. Structural members in paths of conduit groups with common supports.
2. HVAC and plumbing items and architectural features in paths of conduit groups with common supports.

PART 2 - PRODUCTS

2.1 METAL CONDUITS AND FITTINGS

A. Metal Conduit:
1. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
2. GRC: Comply with ANSI C80.1 and UL 6.
3. IMC: Comply with ANSI C80.6 and UL 1242.

4. EMT: Comply with ANSI C80.3 and UL 797.
5. FMC: Comply with UL 1; zinc coated steel.
6. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.

B. Metal Fittings: Comply with NEMA FB 1 and UL 514B.
1. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
2. Fittings, General: Listed and labeled for type of conduit, location, and use.
3. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 1203 and NFPA 70.
4. Fittings for EMT:

a. Material: Steel.
b. Type: Compression.

5. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.
6. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch (1 mm), with overlapping sleeves protecting threaded joints.

C. Joint Compound for IMC, GRC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.2 NONMETALLIC CONDUITS AND FITTINGS

A. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
1. RNC: Type EPC-40-PVC, complying with NEMA TC 2 and UL 651 unless otherwise indicated.
2. LFNC: Comply with UL 1660.

B. Nonmetallic Fittings:
1. Fittings, General: Listed and labeled for type of conduit, location, and use.
2. Fittings for RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.
3. Solvents and Adhesives: As recommended by conduit manufacturer.

2.3 METAL WIREWAYS AND AUXILIARY GUTTERS

A. Description: Sheet metal, complying with UL 870 and NEMA 250, Type 1 or Type 3R unless otherwise indicated, and sized according to NFPA 70.

1. Metal wireways installed outdoors shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.

2.4 BOXES, ENCLOSURES, AND CABINETS

A. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.

B. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.

C. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, ferrous alloy, Type FD, with gasketed cover.

D. Luminaire Outlet Boxes: Nonadjustable, designed for attachment of luminaire weighing 50 lb (23 kg). Outlet boxes designed for attachment of luminaires weighing more than 50 lb (23 kg) shall be listed and marked for the maximum allowable weight.

E. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.

F. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, cast aluminum with gasketed cover.

G. Box extensions used to accommodate new building finishes shall be of same material as recessed box.

H. Device Box Dimensions: 4 inches square by 2-1/8 inches deep (100 mm square by 60 mm deep).

I. Gangable boxes are allowed.

J. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 1 or Type 3R with continuous-hinge cover with flush latch unless otherwise indicated.

1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
2. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.

K. Cabinets:

1. NEMA 250, Type 1 or Type 3R galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
2. Hinged door in front cover with flush latch and concealed hinge.
3. Key latch to match panelboards.
4. Metal barriers to separate wiring of different systems and voltage.
5. Accessory feet where required for freestanding equipment.

2.5 HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING

A. General Requirements for Handholes and Boxes:

1. Boxes and handholes for use in underground systems shall be designed and identified as defined in NFPA 70, for intended location and application.
2. Boxes installed in wet areas shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Polymer-Concrete Handholes and Boxes with Polymer-Concrete Cover: Molded of sand and aggregate, bound together with polymer resin, and reinforced with steel, fiberglass, or a combination of the two.
1. Standard: Comply with SCTE 77.
2. Configuration: Designed for flush burial with open bottom unless otherwise indicated.
3. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure and handhole location.
4. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
5. Cover Legend: Molded lettering, "ELECTRIC.".
6. Conduit Entrance Provisions: Conduit-terminating fittings shall mate with entering ducts for secure, fixed installation in enclosure wall.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

A. Outdoors: Apply raceway products as specified below unless otherwise indicated:

1. Exposed Conduit: GRC, IMC.
2. Concealed Conduit, Aboveground: GRC.
3. Underground Conduit: RNC, Type EPC-40-PVC or Type EPC-80-PVC, direct buried.
4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
5. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.

B. Indoors: Apply raceway products as specified below unless otherwise indicated.

1. Exposed, Not Subject to Physical Damage: EMT.
2. Exposed, Not Subject to Severe Physical Damage: EMT.
3. Exposed and Subject to Severe Physical Damage: GRC. Raceway locations include the following:

    a. Loading dock.
    b. Corridors used for traffic of mechanized carts, forklifts, and pallet-handling units.
    c. Mechanical rooms.

4. Concealed in Ceilings and Interior Walls and Partitions: EMT.
5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
6. Damp or Wet Locations: GRC.
7. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 stainless steel in institutional and commercial kitchens and damp or wet locations.

C. Minimum Raceway Size: 1/2-inch (16-mm) trade size.

D. Raceway Fittings: Compatible with raceways and suitable for use and location.

1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
2. EMT: Use compression fittings. Comply with NEMA FB 2.10.
3. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.

E. Install surface raceways only where indicated on Drawings.

F. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F (49 deg C).

3.2 INSTALLATION

A. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.

B. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.

C. Do not install raceways or electrical items on any "explosion-relief" walls or rotating equipment.

D. Do not fasten conduits onto the bottom side of a metal deck roof.

E. Keep raceways at least 6 inches (150 mm) away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.

F. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.

G. Arrange stub-ups so curved portions of bends are not visible above finished slab.

H. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches (300 mm) of changes in direction.

I. Make bends in raceway using large-radius preformed ells. Field bending shall be according to NFPA 70 minimum radii requirements. Use only equipment specifically designed for material and size involved.

J. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.

K. Support conduit within 12 inches (300 mm) of enclosures to which attached.

L. Raceways Embedded in Slabs:

1. Run conduit larger than 1-inch (27-mm) trade size, parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support. Secure raceways to reinforcement at maximum 10-foot (3-m) intervals.
2. Arrange raceways to cross building expansion joints at right angles with expansion fittings.
3. Arrange raceways to keep a minimum of 2 inches (50 mm) of concrete cover in all directions.
4. Do not embed threadless fittings in concrete unless specifically approved by Architect for each specific location.

M. Stub-ups to Above Recessed Ceilings:

1. Use EMT for raceways.
2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.

N. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.

O. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.

P. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.

Q. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch (35-mm) trade size and insulated throat metal bushings on 1-1/2-inch (41-mm) trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.

R. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.

S. Surface Raceways:

1. Install surface raceway with a minimum 2-inch (50-mm) radius control at bend points.
2. Secure surface raceway with screws or other anchor-type devices at intervals not exceeding 48 inches (1200 mm) and with no less than two supports per straight raceway section. Support surface raceway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.

T. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces.

U. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:

1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
2. Where an underground service raceway enters a building or structure.
3. Conduit extending from interior to exterior of building.
4. Conduit extending into pressurized duct and equipment.
5. Conduit extending into pressurized zones that are automatically controlled to maintain different pressure set points.
6. Where otherwise required by NFPA 70.

V. Expansion-Joint Fittings:
1. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:

    a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F (70 deg C) temperature change.
    b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F (86 deg C) temperature change.
    c. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F (70 deg C) temperature change.
    d. Attics: 135 deg F (75 deg C) temperature change.

2. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per degree F (0.06 mm per meter of length of straight run per degree C) of temperature change for PVC conduits.
3. Install expansion fittings at all locations where conduits cross building or structure expansion joints.
4. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.

W. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72 inches (1830 mm) of flexible conduit for equipment subject to vibration, noise transmission, or movement; and for transformers and motors.

1. Use LFMC in damp or wet locations subject to severe physical damage.
2. Use LFMC in damp or wet locations not subject to severe physical damage.

X. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.

Y. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a raintight connection between the box and cover plate or the supported equipment and box.

Z. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.

AA. Locate boxes so that cover or plate will not span different building finishes.

BB. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.

CC. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

DD. Set metal floor boxes level and flush with finished floor surface.

3.3 INSTALLATION OF UNDERGROUND CONDUIT

A. Direct-Buried Conduit:

1. Excavate trench bottom to provide firm and uniform support for conduit.
2. Install backfill.
3. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12 inches (300 mm) of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction.
4. Install manufactured duct elbows for stub-up at poles and equipment and at building entrances through floor unless otherwise indicated. Encase elbows for stub-up ducts throughout length of elbow.
5. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through floor.

    a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches (75 mm) of concrete for a minimum of 12 inches (300 mm) on each side of the coupling.
    b. For stub-ups at equipment mounted on outdoor concrete bases and where conduits penetrate building foundations, extend steel conduit horizontally a minimum of 60 inches (1500 mm) from edge of foundation or equipment base. Install insulated grounding bushings on terminations at equipment.

6. Underground Warning Tape: Comply with requirements in Section 260553 "Identification for Electrical Systems."

3.4 INSTALLATION OF UNDERGROUND HANDHOLES AND BOXES

A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting conduits to minimize bends and deflections required for proper entrances.

B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch (12.5-mm) sieve to No. 4 (4.75-mm) sieve and compacted to same density as adjacent undisturbed earth.

C. Elevation: In paved areas, set so cover surface will be flush with finished grade. Set covers of other enclosures 1 inch (25 mm) above finished grade.

D. Field-cut openings for conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.

3.5 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.6 FIRESTOPPING

A. Install firestopping at penetrations of fire-rated floor and wall assemblies.

END OF SECTION 260533

SECTION 260544 - SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Sleeves for raceway and cable penetration of non-fire-rated construction walls and floors.
2. Sleeve-seal systems.
3. Sleeve-seal fittings.
4. Grout.
5. Silicone sealants.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 SLEEVES

A. Wall Sleeves:

1. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, zinc coated, plain ends.
2. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop unless otherwise indicated.

B. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies: Galvanized-steel sheet; 0.0239-inch (0.6-mm) minimum thickness; round tube closed with welded longitudinal joint, with tabs for screw-fastening the sleeve to the board.

C. Sleeves for Rectangular Openings:

1. Material: Galvanized sheet steel.
2. Minimum Metal Thickness:

a. For sleeve cross-section rectangle perimeter less than 50 inches (1270 mm) and with no side larger than 16 inches (400 mm), thickness shall be 0.052 inch (1.3 mm).
b. For sleeve cross-section rectangle perimeter 50 inches (1270 mm) or more and one or more sides larger than 16 inches (400 mm), thickness shall be 0.138 inch (3.5 mm).

2.2 SLEEVE-SEAL SYSTEMS

A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.
   1. Sealing Elements: EPDM rubber interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
   2. Pressure Plates: Stainless steel.
   3. Connecting Bolts and Nuts: Stainless steel of length required to secure pressure plates to sealing elements.

2.3 GROUT

A. Description: Nonshrink; recommended for interior and exterior sealing openings in non-fire-rated walls or floors.

B. Standard: ASTM C 1107/C 1107M, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.

C. Design Mix: 5000-psi (34.5-MPa), 28-day compressive strength.

D. Packaging: Premixed and factory packaged.

2.4 SILICONE SEALANTS

A. Silicone Sealants: Single-component, silicone-based, neutral-curing elastomeric sealants of grade indicated below.

   1. Grade: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces that are not fire rated.

B. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam.

PART 3 - EXECUTION

3.1 SLEEVE INSTALLATION FOR NON-FIRE-RATED ELECTRICAL PENETRATIONS

A. Comply with NECA 1.

B. Comply with NEMA VE 2 for cable tray and cable penetrations.

C. Sleeves for Conduits Penetrating Above-Grade Non-Fire-Rated Concrete and Masonry-Unit Floors and Walls:

   1. Interior Penetrations of Non-Fire-Rated Walls and Floors:

      a. Seal annular space between sleeve and raceway using joint sealant appropriate for size, depth, and location of joint.

b. Seal space outside of sleeves with mortar or grout. Pack sealing material solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect material while curing.

2. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
3. Size pipe sleeves to provide 1/4-inch (6.4-mm) annular clear space between sleeve and raceway or cable unless sleeve seal is to be installed.
4. Install sleeves for wall penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of walls. Cut sleeves to length for mounting flush with both surfaces of walls. Deburr after cutting.
5. Install sleeves for floor penetrations. Extend sleeves installed in floors 2 inches (50 mm) above finished floor level. Install sleeves during erection of floors.

D. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies:

1. Use circular metal sleeves unless penetration arrangement requires rectangular sleeved opening.
2. Seal space outside of sleeves with approved joint compound for gypsum board assemblies.

E. Roof-Penetration Sleeves: Seal penetration of individual raceways and cables with flexible boot-type flashing units applied in coordination with roofing work.

F. Aboveground, Exterior-Wall Penetrations: Seal penetrations using steel pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.

G. Underground, Exterior-Wall and Floor Penetrations: Install cast-iron pipe sleeves. Size sleeves to allow for 1-inch (25-mm) annular clear space between raceway or cable and sleeve for installing sleeve-seal system.

3.2 SLEEVE-SEAL-SYSTEM INSTALLATION

A. Install sleeve-seal systems in sleeves in exterior concrete walls and slabs-on-grade at raceway entries into building.

B. Install type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.3 SLEEVE-SEAL-FITTING INSTALLATION

A. Install sleeve-seal fittings in new walls and slabs as they are constructed.

B. Assemble fitting components of length to be flush with both surfaces of concrete slabs and walls. Position waterstop flange to be centered in concrete slab or wall.

C. Secure nailing flanges to concrete forms.

D. Using grout, seal the space around outside of sleeve-seal fittings.

END OF SECTION 260544

Board of County Commissioners
St. Johns County Florida

BID NO: 19-28

BARTRAM TRAIL BRANCH LIBRARY
FIRE SPRINKLER REPLACEMENT

BID DOCUMENTS
PROJECT SPECIFICATIONS

St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
904.209.0150
www.sjcfl.us/Purchasing/index.aspx

Final: 12/05/18

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Instruction to Bidders
Official County Bid Form
Attachments:
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- "B" – Certificate as to Corporate Principal
- "C" – License/Certification List
- "D" – List of Proposed Sub-Contractors/Suppliers
- "E" – Conflict of Interest Disclosure Form
- "F" – Proof of insurance
- "G" – Experience of Bidder Form
- Bid Bond
- Sealed Bid Mailing Label

PROJECT SPECIFICATIONS/DRAWINGS – SEPARATE DOCUMENT

END OF TABLE OF CONTENTS

BID NO: 19-28 **NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received **until 2:00 P.M**. on **Wednesday, January 9, 2019** by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 19-28; Bartram Trail Branch Library Fire Sprinkler Replacement**. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered or received in the Purchasing Department after the 2:00 P.M. deadline shall not be give consideration and shall be returned to the sender unopened.

Scope of Work:

The purpose of this bid is to solicit pricing from interested and qualified vendors for providing all labor, materials, equipment, transportation and any other required items to remove all of the above ground fire sprinkler system, including but not limited to piping, fittings, sprinkler heads, compressor, escutcheons, valves, and electrical supervision. The entire fire sprinkler system is to be replaced except for the backflow preventer and the underground piping. The new piping systems are to be constructed of CPVC piping except where prohibited by code. The piping shall be protected from corrosion with a nitrogen generating system and the use of CPVC piping. Ceilings that need to be removed to accomplish this project shall be removed and reinstalled under this contract. Any damaged ceilings are to be repaired/replaced as required to ensure a uniform appearance. All piping that is exposed in the public area shall be painted per the architectural drawings. All valves shall be supervised, i.e., reconnected to the fire alarm system. The nitrogen generating system shall also be supervised by the fire alarm system.

The bid documents include the plans, project specifications and any forthcoming bid addenda.

Minimum Qualifications

Prime bidder must be fully licensed to do business in the State of Florida and be currently licensed as a Certified Fire Protection System Contractor II in the State of Florida with State Fire Marshal, and provide proof of licensure with the submitted Bid Proposal. Bidders must have successfully completed, as a Prime or Sub-contractor, at least three (3) projects, in the past five (5) years, of similar type, size and dollar value of the project described herein.

Pre-Bid Meeting

There will be a **Mandatory** Pre-Bid Meeting on **Wednesday, December 19, 2018** at **10:00 AM** at the site, St. Johns County Bartram Trail Branch Library, 60 Davis Pond Blvd, Fruit Cove, FL 32259. Attendance at the pre-bid conference is required in order to submit a bid. Bidders must be present and signed in prior to 10:00 AM, when the meeting will promptly start. Any individual who is not signed in as of 10:00AM will not be permitted to sign in and their firm will not be eligible to submit a bid for this project.

Bid Documents, Project Specifications and Drawings

Documents related to this bid may be obtained from Onvia DemandStar, Inc., at the following web address: www.demandstar.com by requesting St. Johns County Bid Document **#19-28**. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to the Onvia DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: www.sjcfl.us/Purchasing/OpenBids.aspx. Bid Documents may also be requested, ***in writing***, from the St. Johns County Purchasing Designated Point of Contact, as provided below.

Designated Point of Contact

Any and all questions related to this project shall be directed, ***in writing***, to the Designated Point of Contact for this project, Leigh A. Daniels, CPPB, Procurement Supervisor, SJC Purchasing Department, via email to ldaniels@sjcfl.us or fax to (904) 209-0155. Questions must be submitted, ***in writing***, no later than four o'clock **(4:00PM) on Wednesday, December 26, 2018**, so that any necessary addenda may be issued in a timely manner.

Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications. St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 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 the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
HUNTER S. CONRAD, CLERK
BY:_____
Deputy Clerk

FRONT END BID DOCUMENTS

INSTRUCTION TO BIDDERS

OWNER: The Board of County Commissioners of St. Johns County, Florida ("County") OR ("Owner")

PROJECT: Bid No: 19-28; Bartram Trail Branch Library Fire Sprinkler Replacement

DEFINITIONS

All definitions set forth in the General Conditions of the Contract or in other Contract Documents are applicable to the Bidding Documents.

Addenda are written or graphic instruments issued by the Purchasing Department prior to the time and date for receiving Bids that modify or interpret the Bidding Documents by addition, deletion, clarification, or corrections.

Base Bid is complete and properly signed proposal to do the work, or designated portion thereof, for the sums stipulated therein supported by data called for by the Bidding Documents.

Bid An offer, as a price, whether for payment or acceptance. A quotation, specifically given to a prospective purchaser upon its request, usually in competition with other vendors

Bid (Formal or Sealed) A request for firm prices by Advertised Legal Notice. Prices are submitted in sealed envelopes and in conformance with a prescribed format, all of which are opened in public on an appointed hour and date as advertised.

Bid Bond A good faith monetary commitment which a bidder or surety forfeits to the County of the bidder refuses, or is unable to enter into a contract after submitting a bid, or the bidder cannot furnish the required bonds, usually five percent (5%) of the bid proposal price.

Bidder is a firm or individual who submits a Bid to the Owner for the work described in the proposed Contract Documents.

Bidding Documents include the Advertisement/Notice to Bidders, Front End Bid Documents, Contract Agreement, Specifications and Plans including any Addenda issued prior to receipt of Bids.

Contract A delivered agreement between two or more parties, legally binding and enforceable, to perform a specific act or acts or exchange goods for consideration. A purchase order becomes a contract when accepted by a vendor. A unilateral contract is one in which only one party promises performance. A bilateral contract is one in which both parties promise performance.

Contractor An individual or firm having a contract to provide goods, service or construction for a specified price

County St. Johns County, a political subdivision of the State of Florida (F.S. 217.73)

Responsible Bidder A bidder capable of performing in all respects to fulfill the contract requirements. This includes having the ability to perform, the experience, reliability, capacity, credit, facilities and equipment to meet the contractual obligation.

Responsive Bid, Responsive Proposal, or Responsive Reply A bid, proposal, or reply submitted by a responsive and responsible vendor conforming in all material respects to the solicitation.

Specifications A clear, complete and accurate statement of the physical, functional or technical requirements descriptive of an item and if applicable, the procedure to be followed to determine if the requirements are met.

Subcontractor A party who contracts with a prime contractor to perform all or any part of the prime contractor's obligations.

Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the contract documents which shall include all labor, materials, equipment and any other item/s essential to accomplish the scope of work of the Unit Price.

BIDDER'S REPRESENTATION

Each Bidder, by marking his Bid, represents that he has read and understands the Bidding and Contract Documents and his Bid is made in accordance herewith: he has visited the Site and has familiarized himself with the local conditions under which the Work is to be performed; and his Bid is based upon the materials, systems and equipment described in the Bidding Documents without exceptions.

BIDDING DOCUMENTS

Bidding documents may be obtained from www.demandstar.com or SJC Purchasing, as stated in the Notice to Bidders. Complete sets of Bidding Documents shall be used in preparing the Bid Proposal. St. Johns County shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bidding Documents. The Owner, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall promptly notify the Owner of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions. Bidders requiring clarification of interpretation of the Bidding Documents shall make a written request to the Owner, to reach him at least **fourteen (14) days** prior to the date for receipt of Bids.

An interpretation, correction, or change of the bidding Documents will be made by Addendum. Interpretation, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretation, corrections, and change. No change will be made to the Bidding Documents by the Owner or its Representative **seven (7) days** prior to Bid receiving date, however, the Owner reserves the authority to decrease this time depending on the necessity of such change.

SUBSTITUTIONS

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the Owner at least **fourteen (14) days** prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The project director's approval or disapproval of a proposed substitution shall be final.

If County Staff approves any proposed substitution, such approval will be set forth in an Addendum. Bidders shall **not** rely upon approval made in any other manner.

PRE-BID MEETING

There will be a **Mandatory** Pre-Bid Meeting on **Wednesday, December 19, 2018** at **10:00 AM** at the St. Johns County Bartram Trail Branch Library, 60 Davis Pond Blvd, Fruit Cove, FL 32259. Attendance ***is*** required at the Pre-Bid Meeting in order to be eligible to submit a bid for this project. Bidders must be present and signed in before 10:00 AM, when the meeting will promptly start. Any individual who is not signed in at 10:00 AM will not be permitted to sign in, and their firm will not be permitted to submit a bid for this project.

DESIGNATED POINT OF CONTACT

The County's Designated Point of Contact for this Bid is Leigh A. Daniels, CPPB, Procurement Supervisor, St. Johns County Purchasing Department. Any and all questions and/or inquiries shall be directed to Ms. Daniels, ***in writing***, via email at ldaniels@sjcfl.us or fax to (904) 209-0155. Bidders shall not contact, lobby, or otherwise communicate with any other County Staff, including members of the Board of County Commissioners, other than the designated representative shown above.

If the Designated Point of Contact provided above is absent or unavailable for three (3) business days, bidders may contact Erin Edwards, Procurement Coordinator at eedwards@sjcfl.us .

Failure to comply with this requirement shall disqualify a bidder from consideration for award, as provided in St. Johns County Purchasing Code 304.6.5 as provided below:

Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications. St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities,

and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

QUESTIONS

Any and all questions related to this project shall be directed, ***in writing***, to the Designated Point of Contact, as provided above, no later than four o'clock **(4:00PM) on Wednesday, December 26, 2018**, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

ADDENDA

Addenda will be distributed to all who are known by the entity responsible for distribution of the complete set of Bidding Documents. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

Each Bidder shall ascertain prior to submitting a bid, that all issued addenda have been received, and each Bidder **shall** acknowledge receipt, of all issued addenda in the space provided in the Official County Bid Form, and a fully acknowledged copy of each issued addendum must be included in the submitted bid proposal. Failure to provide fully acknowledged copies of each addendum may result in a bid proposal being deemed non-responsive.

BID SUBMITTAL REQUIREMENTS

Bids shall be submitted in **TRIPLICATE (one (1) original and two (2) copies)** on the required forms provided herein by or before **Wednesday, January 9, 2019** at **2:00PM EST**. All blanks on the Bid Form shall be filled in by typewriter or manually in blue or black ink. Bidders are not required to submit a copy of this Bid Document with their bid proposals. The bidders are required to submit, at a minimum, the Bid Proposal Attachments listed in this Document.

Bid proposals must be placed in an envelope, sealed and placed in a second envelope or container, plainly marked on the outside addressed to St. Johns County Purchasing Department, with the bidder's return address in top left hand corner and recite: "Bid No: 19-28; Bartram Trail Branch Library Fire Sprinkler Replacement"

See Example Below:

ABC Company, Inc.
123 Aviles Street
St. Augustine, FL 32084

St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084
BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT

At the end of this document, a sealed Bid mailing label is provided for convenience. Bidders shall affix the provided label to the outside of the sealed envelope/container to submit their Bid.

Bidder shall assume full responsibility for timely delivery at location designated for receipts of Bids. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement/Notice to Bidders, or any time extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned to the sender unopened.

Oral, telephonic, telegraphic or electronic Bids are invalid and will not receive consideration.
Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern.

Any interlineations, alteration or erasure must be initialed by the signer of the Bid; failure to do so may cause the Bidder's proposal to be considered non-responsive.

Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner, to do so will classify the Bid as being non-responsive, and may result in the Bidder being removed from consideration for award.

Each submitted copy of the Bid Proposal shall include the full legal company name, address, telephone number and legal name of an authorized representative for the Bidder and a statement as to whether the Bidder is a sole proprietor, partnership, corporation, or any other legal entity. Each copy of the submitted Bid shall be signed by the person or persons legally authorized

to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporation seal affixed.

A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind the Bidder.

BID SECURITY

Each submitted Bid shall be accompanied by a Bid Security, submitted on the Bid Bond Form provided herein, or in the form of a certified or cashier's check, in the amount of five percent (5%) of the Total Lump Sum Bid amount submitted on the Official County Bid Form, pledging that the Bidder will enter into a contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds to the Owner, if required, the amount of the Bid Security shall be forfeited, not as penalty, but as liquidated damages.

A Bid Security in the form of a certified or cashier's check must be made payable to the Board of County Commissioners of St. Johns County. Bidders submitting a certified or cashier's check as the bid security are not required to submit Attachment "B" – Certificate as to Corporate Principal, or the Bid Bond forms provided herein.

A Bid Security in the form of a Bid Bond shall be written on the form provided herein, with an acceptable surety, and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney. Acceptable surety companies are defined herein under "Surety Bond". The Surety Company shall be licensed to do business in the State of Florida and shall be listed by the U.S. Treasury Department. Any Bidder submitting a Bid Security in the form of a Bid Bond must also submit Attachment "B" – Certificate as to Corporate Principal.

The Owner shall have the right to retain the Bid Security of Bidders until either: (a) the Contract is executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

BID BOND INSTRUCTIONS

If a Bidder chooses to submit a Bid Bond on the form provided herein, he must submit the bond as follows:

1. Prepare and submit one (1) original and two (2) copies of the required Bid Bond Forms as shown above
2. Type or print Bidder's and Surety's names in the same language as in the Advertisement, or Invitation to Bid.
3. Affix the Corporate Seal, and type or print the name of the Surety on the line provided and affix its corporate seal.
4. Attach a copy of Surety agent's Power of Attorney, unless the Power of Attorney has been recorded in St. Johns County. If it has been recorded, give the record book and page. If not recorded, the copy of the Power of Attorney must have an original signature of the Secretary or Assistant Secretary of Surety certifying the copy. The Surety's corporate seal must be affixed.

BID POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, reject any bids that are not submitted in accordance with the terms in this Bid Solicitation. The County may re-advertise this Bid; postpone or cancel, at any time, this Bid process; or waive any irregularities in this Bid or in the proposals received as a result of this Bid.

MODIFICATION OR WITHDRAWAL OF BID

A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and Bidder so agrees in submitting his Bid.

Prior to time and date designated for receipt of Bids, a Bid submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids.

Such notice shall be in writing over the signature of the Bidder. If by telephone, written confirmation over the signature of Bidder must be mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid.

Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders. Bid Security shall be in the amount of five percent (5%) of the Bid as modified or resubmitted.

COSTS INCURRED BY BIDDERS

All expenses involved with the preparation and submission of bids to the County, or any work performed in connection therewith, shall be borne by the Bidder(s). No rights of ownership will be conferred until title of the property is transferred to the successful bidder. All fees for copying and reproduction services for items listed herein are nonrefundable.

CONSIDERATION OF BIDS

Opening of Bids: Unless stated otherwise in an Addenda to the Advertisement/Notice to Bidders, the properly identified Bids received on time will be opened publicly as specified in the Advertisement and a tabulation of the bid amounts of the Base Bids and major Alternates, if any, will be made available to Bidders. The Bid Tabulation will be posted on the Purchasing Department bulletin board for seventy two (72) hours.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, 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, not 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 the Owner's Purchasing Manual. All of the terms and conditions of the Owner Purchasing Manual are incorporated by reference and are fully binding.

Rejection of Bids: The County reserves the right to reject any or all Bids and in particular to reject a Bid not accompanied by any required Bid Security or data required by the Bidding Documents or a Bid in any way incomplete or irregular.

Acceptance of Bid (Award): The County shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received.

The County shall have the right to accept alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and/or the Alternates accepted if alternate bids are requested in the Official County Bid Form. The County is under no obligation to award any Bid Alternates, unless it serves the best interest of the County to do so.

It is the intent of the County to award a contract to the lowest responsive, responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to reasonable, and does not exceed the funds budgeted for the Project.

If the Contract is awarded, it will be awarded within a minimum of ninety (90) days from the date of the Bid opening, or as designated in the Bid Documents.

MINIMUM QUALIFICATION OF CONTRACTORS

Prime bidder must be fully licensed to do business in the State of Florida and be currently licensed as a Certified Fire Protection System Contractor II in the State of Florida with the State Fire Marshal, and provide proof of licensure with the submitted Bid Proposal. Bidders must have successfully completed, as a Prime or Sub-contractor, at least three (3) projects, in the past five (5) years, of similar type, size and dollar value of the project described herein. Each Bidder must submit Attachment "H" Experience of Bidder Form.

Proof of qualifications shall be provided by completing and submitting Attachment "C" – License/Certification List along with a copy of each license and certificate listed. All licenses, certifications and pre-qualifications must be valid and current on the date bids are submitted.

Bidders to whom award of a contract is under consideration shall submit to the County, upon his request, a properly executed Contractor's Qualification Statement of A1A Document A305, unless such a statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

SUB-CONTRACTORS

Each Bidder shall submit to the County, a list of Subcontractors and major materials suppliers to be used if awarded the contract. A copy of the form, Attachment "D", is provided in the Bidding Documents. If no Subcontractors or major material suppliers are required, so state there on.

Upon request by the County, the successful Bidder shall within seven (7) days thereafter, submit all data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trades.

Prior to the award of the Contract, the County will notify the Bidder in writing if either the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a Subcontractor. The Bidder then may, at his option, withdraw his Bid without forfeiture of Bid Security or submit an acceptable substitute at no increase in Bid price. If the Bidder fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may, at his option, disqualify the Bidder, at no cost to the County.

The County reserves the right to disqualify any Contractor, Subcontractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Subcontractors and other persons and organizations proposed by the Bidder 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.

PUBLIC CONSTRUCTION BOND

The Contractor shall be required to obtain and submit a recorded Public Construction Bond covering the faithful performance of the Contract and the payment of all obligations arising thereunder in full amount of the Contract, with such acceptable sureties, secured through the Bidder's usual sources as may be agreeable to the parties. The Contractor shall furnish the required bond, after full execution of the awarded Contract. The Bond shall be released upon satisfactory completion of the project.

SURETY BOND

Acceptable Surety Companies: To be responsible to the Owner 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 Owner;
5. Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, and net resources for unusual stock and sound investment.

Time of Delivery and Form of Bonds

The Public Construction Bond form will be forwarded to the successful Bidder with his copy of the fully executed contract. **The Public Construction Bond must be recorded after the contract is signed by all parties.** The bidder will have 3 days from receipt of fully executed contract to have the Public Construction Bond recorded. The bidder shall have the Public Construction 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 Bidder is to obtain from the recording person a certified copy of the recorded bond, and deliver the certified copy to the Owner's Contract Administrator. No work can commence until the required bond and Insurance Certificates have been delivered to the Owner. Upon receipt of the certified copy of the recorded bond, the Owner may issue a Notice to Proceed.

Unless otherwise specified in the Bid Documents, the bonds shall be written on the form provided herein. The Bidder 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.

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Form to be used: Unless otherwise provided in the Bidding Documents, the Agreement for Work will be written on the St. Johns County Standard Agreement between Owner and Contractor where the basis of payment is a Stipulated Sum. In the event of a conflict in specifications or contract requirements the more stringent shall apply.

CONTRACT TIME – LIQUIDATED DAMAGES

The Contractor shall have ten (10) days to return Contract originals from the time the Contractor receives a "Notice of Award". St. Johns County will return a "fully executed" Contract to the Contractor 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 Contractor will furnish a recorded original of the Public Construction Bond three (3) business days after receipt of the fully executed Contract (the Public Construction Bond must be recorded after the Contract is fully executed by all parties including the County Clerk). Upon receipt of the recorded Public Construction Bond, the County will issue a Notice to Proceed. If the Contractor 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 Contractor 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 **One Hundred Sixty Five (165)** consecutive calendar days from the date stipulated on the Notice to Proceed. Final completion shall be attained **Fifteen (15)** consecutive calendar days from the date of substantial completion.

Conditions under which Liquidated Damages are Imposed:
Should the Contractor 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 Contractor or, in case of his default, the Surety shall pay to the Owner, not as a penalty but as liquidated damages, the amount so due as determined by the following schedule:

Original Contract Amount	Daily Charge Per Calendar Day
$50,000 and under	$ 763
Over $50,000 but less than $250,000	$ 958
$250,000 but less than $500,000	$ 1,099
$500,000 but less than $2,500,000	$ 1,584
$2,500,000 but less than $5,000,000	$ 2,811
$5,000,000 but less than $10,000,000	$ 3,645
$10,000,000 but less than $15,000,000	$ 4,217
$15,000,000 but less than $20,000,000	$ 4,698
$20,000,000 and over	$ 6,323 plus 0.00005 of any amount over $20 million (Round to nearest whole dollar)

INSURANCE
The Contractor 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 Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. 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 Contractor 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 Contractor shall maintain throughout the duration of the awarded Contract, Comprehensive General Liability Insurance with minimum limits of $1,000,000 per occurrence, $2,000,000 aggregate to protect the Contractor 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 Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain throughout the duration of the awarded 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 Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain, throughout the duration of the awarded Contract, Umbrella or Excess Liability Insurance

covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of $1,000,000.

The Contractor shall maintain throughout the duration of the awarded 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 Contractor 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.

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

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, its officials, 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, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part, by negligent acts or omissions of the Contractor, a Subcontractor, 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 Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefits acts.

GOVERNING LAWS & REGULATIONS

The Contractor shall be responsible for being familiar and complying with any and all federal, state, and local laws, ordinances, rules and regulations that, in any manner, affect the work required under this contract. The agreement shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

TAXES

Project is subject to Federal Excise and Florida Sales Taxes, which must be included in Bidder's proposal.

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. Contractor shall be responsible for compliance with all trenching shoring safety requirements.

PUBLIC RECORDS

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Requests for Bids 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.

END OF SECTION

OFFICIAL COUNTY BID FORM WITH ATTACHMENTS

BID NO: 19-28

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: BARTRAM TRAIL BRANCH LIBRARY FIRE SPRINKLER REPLACEMENT

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

DATE SUBMITTED: _____

BID PROPOSAL OF

_____

Full Legal Company Name

_____

Mailing Address Telephone Number Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 19-28; Bartram Trail Branch Library Fire Sprinkler Replacement in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

LUMP SUM BID PRICE: The Lump Sum Bid for this project shall be for the complete construction of the project, in accordance with the plans and specifications.

$_____

Lump Sum Bid Price (Numerical)

_____/100 Dollars

Lump Sum Bid Price (Amount written or typed in words)

Bidders shall input amounts in numerals and in words. Any discrepancy between the amounts provided shall be determined by the amount written in words for each bid item above.

BID NO: 19-28

During the preparation of the Bid, the following addenda, if any, were received:

No.: _____Date Received:

No.: _____Date Received:

No.: _____Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the Owner, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) of Total Lump Sum Bid Price, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

BID NO: 19-28

CORPORATE/COMPANY

Full Legal Company Name:_____(Seal)

By:_____ _____
Signature of Authorized Representative (Name & Title typed or printed)

By:_____ _____
Signature of Authorized Representative (Name & Title typed or printed)

Address:_____

Telephone No.: (___)_____ Fax No.: (___)_____

Email Address for Authorized Company Representative: _____

Federal I.D. Tax Number:_____ DUNS #: _____
(If applicable)

INDIVIDUAL

Name:_____
(Signature) (Name typed or printed) (Title)

Address:_____

Telephone No.: (___)_____ Fax No.: _____

Email Address: _____
Federal I.D. Tax Number: _____

Submittal Requirements:
Official County Bid Form
Attachment "A" – St Johns County Board of County Commissioners Affidavit
Attachment "B" – Certificate as to Corporate Principal
Attachment "C" – License / Certification List
Attachment "D" – List of Proposed Sub-Contractors/Suppliers
Attachment "E" – Conflict of Interest Disclosure Form
Attachment "F" - Proof of Insurance
Attachment "G" – Experience of Bidder Form
Bid Bond Form
Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", and "G" Bid Bond must be completed, along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

ATTACHMENT "A"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

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

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

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared_____ who being duly sworn, deposes and says he is _____ (Title) of the firm of _____ _____ Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 19-28; Bartram Trail Branch Library Fire Sprinkler Replacement, in St. Johns County, Florida.

The affiant further states that no more that one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder 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, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

_____
(Bidder)

By:_____

_____
(Title)

Sworn and subscribed to me this _____ day of _____, 20____.

Notary Public:

_____
Signature

_____
Printed

My commission Expires:_____

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.

BID NO: 19-28

ATTACHMENT "B"
CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that _____ who signed the said bond on behalf of the Principal, was then ___ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of it's governing body.

_____
Secretary Corporate Seal

(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared _____ to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the _____ and that he has been authorized by _____to execute the foregoing bond on behalf of the surety named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me this _____ day of _____, 20___, A.D.

NOTARY PUBLIC
State of Florida-at-large

My Commission Expires:

(Attach Power of Attorney to original Bid Bond and Financial Statement of Surety Company)

BID NO: 19-28

ATTACHMENT "C"
LICENSE / CERTIFICATION LIST

In the space below, the Bidder shall list all **current** licenses and certifications held.

The bidder shall attach a copy of each current license or certification listed below to this form.

License Name	License #	Issuing Agency	Expiration Date

BID NO: 19-28

ATTACHMENT "D"
LIST OF PROPOSED SUBCONTRACTORS/SUPPLIER LIST

All subcontractors and major materials suppliers are subject to approval of Owner. The following are subcontractors and manufacturers of materials and/or equipment that are proposed to be utilized by the Contractor in the performance of this work:

Company Name	Division/Discipline	Primary Contact Name	Contact Number and Email Address

BID NO: 19-28

ATTACHMENT "E"

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

Project Number/Description: Bid No: 19-28; Bartram Trail Branch Library Fire Sprinkler Replacement

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

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

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

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

Please check the appropriate statement:

☐ I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

☐ The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: _____

Authorized Representative(s) :

_____ _____
Signature Print Name/Title

_____ _____
Signature Print Name/Title

BID NO: 19-28

ATTACHMENT "F"

CERTIFICATE OF INSURANCE

INSERT CERTIFICATE OF INSURANCE HERE

BID NO: 19-28

ATTACHMENT "G"

EXPERIENCE OF BIDDER

Bidder acknowledges that he is fully licensed to perform work in the STATE OF FLORIDA.

The Bidder shall provide the following information regarding experience within the **past five (5) years** of this solicitation. Bidder must demonstrate the successful completion of **three (3) projects** of similar complexity, nature, size, and dollar amount of project.

Any material misrepresentation, as determined by the County, shall result in disqualification.

By: _____ _____
Bidder Date

_____
Authorized Signature

DATE OF CONTRACT	CLIENT'S NAME, ADDRESS, PHONE AND EMAIL	CONTRACT AMOUNT	PROJECT AND LOCATION

Do you have any similar work in progress at this time? _____Yes _____No

Length of time in business:_____Years

Is your company currently involved in any active litigation?_____If Yes, explain: _____

_____

Has your company ever been sued? _____If Yes, explain and/or submit court decision or judgment, as applicable:

_____

_____

BID NO: 19-28

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

K N O W A L L M E N B Y T H E S E P R E S E N T S , t h a t _____ as Principal, and _____ as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of _____ Dollars ($_____) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated _____, 20___.

For
BARTRAM TRAIL BRANCH LIBRARY FIRE SPRINKLER REPLACEMENT
St. Johns County, Florida

NOW THEREFORE,

(a) If the Principal shall not withdraw said Bid within ninety (90) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

(b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this _____day of _____ A.D., 20___, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

BID NO: 19-28

WITNESSES:

(If Sole Ownership or Partnership two (2) Witnesses required).
(If Corporation, Secretary only will attest and affix seal).

WITNESSES:

PRINCIPAL:

NAME OF FIRM:

SIGNATURE OF AUTHORIZED OFFICER (AFFIX SEAL)

TITLE

BUSINESS ADDRESS

CITY STATE

WITNESS:

SURETY:

CORPORATE SURETY

ATTORNEY-IN-FACT (AFFIX SEAL)

BUSINESS ADDRESS

CITY STATE

NAME OF LOCAL INSURANCE AGENCY

SEALED BID MAILING LABEL

BID NO: 19-28
BARTRAM TRAIL BRANCH LIBRARY FIRE SPRINKLER REPLACEMENT

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed BID"

SEALED BID • DO NOT OPEN

SEALED BID NO.:	**BID NO: 19-28**
BID TITLE:	**BARTRAM TRAIL BRANCH LIBRARY FIRE SPRINKLER REPLACEMENT**
DUE DATE/TIME:	**By 2:00PM – January 9, 2019**
SUBMITTED BY:	
	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Dept. ATTN: Leigh A. Daniels, CPPB 500 San Sebastian View St. Augustine FL 32084

END OF DOCUMENT

20	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

2/19/2019

BCC MEETING DATE

TO: **Michael D. Wanchick, County Administrator** **DATE:** **January 16, 2019**

FROM: **Jaime Locklear, Purchasing Manager** **PHONE:** **904 209-0158**

SUBJECT OR TITLE: **RFQ 19-14, Professional Engineering Services for Five (5) CDBG-DR Transportation & Drainage Projects**

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

BACKGROUND INFORMATION:

RFQ packages were solicited from qualified firms to provide Professional Engineering Services for Five (5) CDBG-DR Transportation & Drainage Projects which are supported by U.S Department of Housing and Urban Development (HUD) programs such as Community Development Block Grant – Disaster Recovery (CDBG-DR). Recent weather events have severely impacted existing transportation and drainage infrastructure; resulting in accelerated deterioration of assets. St. Johns County has, at this time, identified transportation and drainage projects at five (5) countywide locations which will be the focus of this RFQ; those locations are: Armstrong Road, South Orange Street, Oyster Creek Basin, Avenue D, and St. Augustine Boulevard & Cypress Road. The RFQ was advertised in accordance with St. Johns County Purchasing Policy, and Seven (7) responses were received on November 29,2018. The evaluation committee reviewed the submitted responses and scored Osiris 9 Consulting, LLC as the number one ranked firm. Staff recommends entering into negotiations with Osiris 9 Consulting, LLC, as the number one ranked firm, and upon successful negotiations, executing a contract for completion of the work.

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

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE: DRF17 Infrastructure (0115)

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2019-_____, authorizing the County Administrator, or his designee, to enter into negotiations with the top ranked firm, Osiris 9 Consulting, LLC under RFQ No: 19-14, Professional Engineering Services for Five (5) CDBG-DR Transportation & Drainage Projects, and upon successful negotiations, to award and execute a contract in substantially the same form and format as attached hereto with Osiris 9 Consulting, LLC to perform services in accordance with RFQ 19-14.

For Administration Use Only:
Legal: RL 2/6/2019 **OMB: ARM 2/6/2019** **Admin: DML 2/11/2019**

RESOLUTION NO. 2019 -_____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFQ NO. 19-14 AND TO EXECUTE AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS.

RECITALS

WHEREAS, the County desires to enter into contract with Osiris 9 Consulting, LLC to provide Professional Engineering Services for Five (5) CDBG-DR Transportation & Drainage Projects which have been identified at five (5) countywide locations which are to be the focus of this contract; these locations are: Armstrong Road, South Orange Street, Oyster Creek Basin, Avenue D, and St. Augustine Boulevard & Cypress Road, in accordance with RFQ No. 19-14; and

WHEREAS, the scope of the services will be to provide any and all labor, materials, equipment, transportation, and supervision necessary for providing Professional Engineering Services for CDBG-DR Transportation & Drainage Projects, in accordance with RFQ No. 19-14; and

WHEREAS, through the County's formal RFQ process, Osiris 9 Consulting, LLC was selected as the highest ranked respondent to enter into contract 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 award RFQ 19-14 to Osiris 9 Consulting, LLC and to conduct negotiations 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 RFQ 19-14.

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 _____, 2019.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: _____
Paul M. Waldron, Chair

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

By: _____
Deputy Clerk

CONTRACT AGREEMENT
RFQ NO: 19-14
Professional Engineering Services for Five (5) CDBG-DR Transportation & Drainage Projects
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 **Osiris 9 Consulting, LLC** ("Consultant"), authorized to do business in the state of Florida, with mailing address: 8833 Perimeter Park Boulevard, Suite 201; Jacksonville, FL 32216; Phone: (904) 469-0221 Email: Imran.Ghani@osiris9.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 shown above, and shall be in effect for a contract term of four (4) calendar years, and may be renewed for up to two (2), one (1) year renewal periods. 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;
- St. Johns County Request for Qualifications No. 19-14 and all issued Addenda (Exhibit A);
- Community Development Block Grant – Disaster Recovery (CDBG-DR) Required Contract Clauses (Exhibit B);
- Florida Department of Economic Opportunity Agreement # H2338 (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 of St. Johns County Request for Qualifications No: 19-14.

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 Contractor shall not perform any services under this Agreement until a task order for such services has been executed by the Contractor's authorized representative and the County Administrator, or his authorized designee, in accordance with County Purchasing Policy. No Task Order will be issued for over $200,000.00 unless approved the Board of County Commissioners or the County Administrator under executive order for a declared event. Any work performed by the Contractor without a fully executed Task Order shall be at the Contractor'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

A. 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.

B. Compensation for each Task Order shall be based on the method of payment as stated in each Task Order. 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.

C. 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.

D. 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.).

E. 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

A. 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.

B. 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

A. 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.

B. 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.

C. 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.

D. 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 <u>not</u> 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 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 the Agreement, 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 Agreement, Comprehensive Automobile Liability Insurance with minimum limits of $2,000,000 combined single limit for bodily injury and property damage liability to protect the 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 during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as required by the law for all of its employees.

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).

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: Jaime Locklear, Purchasing Manager
500 San Sebastian View
St. Augustine, FL
32084

and if sent to the Consultant shall be mailed to:

Osiris 9 Consulting, LLC
Attn: Walter Nemecek, P.E., Vice President
8833 Perimeter Park Boulevard, Suite 201
Jacksonville, FL 32216

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

A. 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.

B. 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.

C. 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.

D. 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 CDBG-DR REQUIRED CONTRACT CLAUSES

The Consultant's performance under this Agreement shall be subject to the CDBG-DR 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.

COUNTY:

St. Johns County, FL (Seal)
Full Name

By: _____
(County Representative Signature)

Jaime T. Locklear, MPA, CPPO, CPPB, FCCM; Purchasing Manager
(Printed Name & Title)

_____
(Date of Execution)

CONSULTANT:

Osiris 9 Consulting, LLC (Seal)
Full Legal Company Name

By: _____
(Contractor Representative Signature)

_____
(Printed Name & Title)

_____
(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

EXHIBIT "A"

Request for Proposals & Issued Addenda
(separate attachment)

EXHIBIT "B"

CDBG-DR REQUIRED CONTRACT CLAUSES

(separate attachment)

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)

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 nondiscrimination 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 will 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

Department of Economic Opportunity

'18 FEB 28 PM3:19

Bureau of Small Cities and Rural Communities

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)(i), 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

By: _____ Date: 2-23-18
(Authorized Signature)

Name: Michael D. Wanchick

Title: County Administrator

Federal Tax ID#: 596000825-008

DUNS#: 073236739

LEGALLY SUFFICIENT
Name
Date: 2/23/18

Florida Department of Economic Opportunity

By: _____ Date: 3-1-18
(Authorized Signature)

Name: ~~Julie A. Dennis~~ CHRIS PERRY

Title: ~~Director, Division of Community Development~~ CHIEF OF STAFF

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: _____
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, Subrecepient 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
CDBG-DR Program Design and Implementation Subrecipient shall complete an eligible project implementation task as detailed in section II.A.	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.	Failure to perform the 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-Homeowner Service Project Subrecipient shall complete an eligible task as detailed in section II.B.1.	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.	Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.
Deliverable 3	**Minimum Level of Service (to submit for request for payment)**	**Financial Consequences**
Housing Program-Supportive Housing Initiative PUD Rental Housing Project Subrecipient shall complete an eligible task as detailed in section II.B.2.	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.	Failure to perform the 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
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.

Source of Other Funds	Amount
1.	
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." *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.*	Estimated Units to be Completed by the "End Date"	Estimated Funds to be Requested by the "End Date"

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 2 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.

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, subrecipeints 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: 3-14-16

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.deoecdbg.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.

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:

https://harvester.census.gov/facweb/Resources.aspx

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: *This is not a research and development award.*	Funding is being provided for needed infrastructure improvements to benefit low- and moderate-income persons residing in the Subrecipient's jurisdiction.

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

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.		
Subrecipient:		
FEIN:	Subrecipient's Fiscal Year:	
Contact Name:	Contact's Phone:	
Contact's Email:		

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)? ☐ Yes ☐ No

   If the above answer is yes, answer the following before proceeding to item 2.

   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? ☐ Yes ☐ No

   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.

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? ☐ Yes ☐ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   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? ☐ Yes ☐ No

   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.

By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.

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 #:	

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.deoecdbg.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, ***eCDBG Access Authorization Update Form,*** to DEO. CDBG Program Phone Number: (850) 717-8405.

Primary User's Name:	Date: _____	_____ Signature
Title:	E-mail Address:	
Secondary User's Name:	Date: _____	_____ Signature
Title:	E-mail Address:	

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.

Name: Title:	Date: _____	_____ Signature

Additional Payment Information for Processing Requests for Funds

- ☐ Check here if the Recipient utilizes Electronic Funds Transfer (EFT) from the State of Florida.
- ☐ Check here if the Recipient will be working on a reimbursement basis.
- ☐ 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.

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/.

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.

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: Pam Halterman
Deputy Clerk

RENDITION DATE 2/21/18

ST. JOHNS COUNTY FLORIDA

DocuSign Envelope ID: 3CEC18B4-16FE-42E0-A51A-88E357FFF554

AGREEMENT NUMBER: H2338

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

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per centum of the median for the aea 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 precent 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 no 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	CHRIS PEARY
COUNTY ADMINISTRATOR	CHIEF OF STAFF
DATE: 7-10-18	DATE: 7.30.18

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

By: _____

Approved Date: 7-6-18

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: C. Hack

Approved Date: 7-24-2018

St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

January 8, 2019

RE: RFQ 19-14, Professional Engineering Services
for Five (5) CDBG-DR Transportation & Drainage Projects

Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award a contract to Osiris 9 Consulting, LLC as the highest ranked firm(s) under **RFQ 19-14, Professional Engineering Services for Five (5) CDBG-DR Transportation & Drainage Projects.** This notice will remain posted to the **St. Johns County Purchasing Department bulletin board** until 5:00 PM, Friday, January 11, 2019.

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 negotiation, 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: 1/8/19

Leigh A. Daniels, CPPB
Procurement Supervisor
(904) 209-0154 – Direct
(904) 209-0155 – Fax
(904) 209-0150 – Main
ldaniels@sjcfl.us

ST. JOHNS COUNTY
PURCHASING DEPARTMENT
500 San Sebastian View
St. Augustine, Florida 32084

INTEROFFICE MEMORANDUM

TO: Jay Brawley, County Engineer

FROM: April Bacon, DR Procurement Coordinator

SUBJECT: RFQ 19-14, Professional Engineering Services for Five (5) CDBG-DR Transportation & Drainage Projects

DATE: November 29, 2018

Attached please find a copy of the RFQ Evaluation Summary Sheet for your file as recorded and verified at the Evaluation Committee Meeting.

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

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

Dept. Approval _____

Date 1/4/19

Budget Amount N/A RFQ

Account Funding Title _____

Funding Charge Code _____

Award to Osiris 9

Award Amount N/A RFQ

EVALUATION SUMMARY SHEET

Date: **December 20, 2018**

ST. JOHNS COUNTY, FLORIDA

RFQ No: **19-14, Professional Engineering Services for Five (5) CDBG-DR Transportation & Drainage Projects**

	RATER	RATER	RATER	RATER	RATER			
FIRM	Jason Sparks	Valerie Pacetti	Brian Kelsay	Samuel Schllesinger	Benjamin Powelson	TOTAL	Rank	COMMENTS
Osiris 9 Consulting, LLC	94.5	91.0	99.0	86.0	94.0	464.5		
Jones Edmunds & Associates, Inc.	92.5	95.5	96.5	81.0	92.5	458.0		
Constantine Engineering, Inc.	83.5	89.5	91.5	83.5	93.5	441.5		
Connelly & Wicker, Inc.	80.5	94.5	94.5	72.5	91.5	433.5		
CPH, Inc.	82.5	83.5	79.5	86.0	90.5	422.0		
Ayres Associates, Inc.	82.5	83.5	84.5	71.5	90.5	412.5		
Gulfstream Design Group, LLC	67.0	79.5	69.5	55.5	85.5	357.0		

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

Purchasing Manager: _____ Date: 1/4/19

County Engineer: _____ Date: 1/4/19

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.

ST. JOHNS COUNTY

QUALIFICATIONS

PROFESSIONAL ENGINEERING SERVICES FOR FIVE (5)

CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

RFQ NO: 19-14

OSIRIS 9 CONSULTING | *In association with* STV 100 Years

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Proof of Insurance Including limits
Drug Free Work Place Form
RFQ Affidavit
RFQ 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
Acknowledged Addenda

1. RFQ COVER PAGE

ATTACHMENT B

RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

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
ATTN: April Bacon, Disaster Recovery Procurement Coordinator

COMPANY NAME:	**Osiris 9 Consulting, LLC**
CONTACT NAME & TITLE:	**Imran Ghani, P.E., AICP, President / Walter Nemecek P.E., Vice President**
CONTACT PHONE NUMBER:	**(352) 317-6131**
CONTACT EMAIL ADDRESS:	**Imran.Ghani@osiris9.com**
DATE:	**November 29, 2018**

2. COVER LETTER

8833 Perimeter Park Boulevard, Suite 201
Jacksonville, FL 32216
Tel: 904.469.0221, Mobile: 352.317.6131
www.osiris9.com

November 29, 2018

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

Reference: RFQ No. 19-14— Professional Engineering Services for Five (5) CDBG-DR Transportation & Drainage Projects

Dear Ms. Bacon:

Osiris 9 Consulting, LLC (Osiris 9) is well qualified and readily available to provide continuing engineering services for St. Johns County (SJC). We have selected experienced and highly motivated personnel and subconsultants to successfully deliver this project. Our professional personnel bring the technical proficiency, extensive engineering expertise, and regional knowledge that will prove to be an asset to SJC. We meet the intent of the Community Development Block Grant Disaster Recovery (CDBG-DR) by committing high-quality **WBE/MBE/DBE firms with substantial availability to our team**. As a DBE qualified firm, it is Osiris 9's mission to create exceptional value for SJC and perform our services with integrity, innovation, quality, and efficiency.

Leading the Osiris 9 team is Project Manager **Walter Nemecek, P.E.** Mr. Nemecek has a history of delivering projects to SJC as both a project manager and engineer of record for over 20 years. He has **previously worked with SJC managers on 19 engineering projects,** 9 of which involved flooding or drainage innovation. Mr. Nemecek is the vice president of the firm and will serve as the primary contact for this contract. He can be contacted at the Osiris 9 office:

8833 Perimeter Park Boulevard, Suite 201, Jacksonville, FL 32216
Phone: (904) 233-3847 | Fax: (904) 730-7766 | E-mail: walter.nemecek@osiris9.com

Osiris 9 is a local privately-owned LLC specializing in transportation planning and engineering. **Established in 2011,** our goal is to provide quality engineering and planning services that serve as our business card to the world. Project development, planning and traffic engineering for FDOT has been the core of the company's resume until this year's addition of **Walter Nemecek, P.E.** and **Christian Gyle, P.E.** to expand the engineering design practice. They bring 37 years of combined experience designing the most notable roadway and drainage projects in St. Johns County and North Florida.

Imran Ghani, P.E., AICP is the principal-in-charge and will bring valuable guidance to this project. Mr. Ghani is the President and founder of Osiris 9 Consulting, LLC with over 22 years of experience. He will commit the necessary resources to complete the project scope with the highest quality and within the allotted timeframe of the CDBG-DR requirements.

Osiris 9 understands the scope and purpose of this RFQ is to solicit responses from qualified firms to provide professional services for the five defined CDBG-DR tasks. Osiris 9 is submitting a response to the RFQ to qualify for engineering services with the understanding that we may be qualified in any of the corresponding disciplines including: roadway design, pavement design, drainage/stormwater design, sidewalk design, maintenance-of-traffic (MOT), signing and markings, contract administration, preliminary engineering studies, public involvement, public meeting preparation and participation.

Keys to Success for the project include:

- Accomplished management
- Experienced key staff
- Solid management plan and staffing for simultaneous tasks
- Complete the study phase concurrently with data collection
- CDBG-DR documentation on schedule
- Avoid drainage easements or identify early for acquisition
- Minimize utility impacts and notify agencies early

To complement Osiris 9's staff experience, **STV Incorporated** has been added to complete two of the projects concurrently, provide CDBG-DR documentation and increase our staff capacity to respond to unforeseen issues. Five other firms have been added to provide supplemental services for the required disciplines, two of which are **WBE/MBE/DBE firms**:

- **Carter Environmental Services, Inc. (CAR) [WBE]** will provide wetland delineation and environmental permitting
- **DRMP, Inc. (DRMP)** will provide surveying and mapping services
- **ECS Florida, LLC (ECS)** formerly Ellis & Associates will provide geotechnical investigation
- **Geomatics Corporation (GEO) [MBE]** will provide surveying and mapping services
- **Intera Incorporated (INT)** will provide coastal modeling for tailwater and storm surge analysis

Both DRMP and Geomatics have been included to divide the surveying and drainage easement mapping assignments and expedite data collection since both items are critical path items to meeting our schedule requirements. Our expectations are that **75% of the staffhours will be accomplished by WBE/MBE/DBE companies.**

Available Local Resources: Osiris 9 Consulting satisfies the expectations of enhancing local disadvantaged communities as a DBE. Both Walter Nemecek, Project Manager and Christian Gyle, Senior Engineer, are 100% available to focus on completing these projects. The rest of our key staff are over 50% available to work on completing these projects which means you are our top priority and you can depend on us to complete our tasks.

Osiris 9 and all subconsultants have explicitly defined policies for staff that include confidentiality, security and safety of all electronic information associated with our projects. All project information will be stored on a password protected SharePoint location with access restricted to necessary consultants and SJC staff. All of our computers and servers have industry standard firewall protection and we will meet all SJC and federal requirements for data security. Any requested project information by the public will require approval from the SJC management prior to release.

Locally, our team has over 50 skilled personnel working from North Florida that are a resource for this project. Osiris 9 is highly qualified to provide the engineering services and corresponding disciplines stated within the RFQ. We have the available resources and prior experience to meet SJC goals and objectives. Osiris 9 looks forward to delivering quality projects to SJC. *Osiris 9 acknowledges receipt of Addendum 1.*

Sincerely,
Osiris 9 Consulting, LLC

Imran Ghani, P.E., AICP
President

3. COMPANY AND STAFF QUALIFICATIONS

COMPANY AND STAFF QUALIFICATIONS

FIRM PROFILE

Osiris 9 Consulting, LLC is a local privately-owned DBE planning and engineering consulting firm. **Established in 2011, our goal is to provide quality engineering and planning services that serve as our business card to the world.** Project development, planning, and traffic engineering for FDOT has been the core of the company's resume until this year's addition of **Walter Nemecek, P.E.** and **Christian Gyle, P.E.** to expand the engineering design practice. They bring 37 years of combined experience designing the most notable roadway and drainage projects in St. Johns County and North Florida. Project Manager Walter Nemecek has a broad range of experience, from overseeing over $2.4 billion of construction as part of the TBNext system in Tampa, to 19 projects for St. Johns County Public Works. Mr. Gyle complements the team by providing industry leading technical solutions, most notably with innovative drainage design and permitting. The company and managers have an extremely high reputation from clients such as FDOT, Florida's Turnpike Enterprise, City of Jacksonville, and St. Johns County Public Works.

STV Incorporated is a major teaming partner for this project, adding substantial depth and breath of staff to make certain we have ample resources to complete the projects on schedule, and provide additional staff to assist if unforeseen issues arise. They offer engineering, architecture, planning, and construction management services with a broad range of multidisciplinary expertise. STV has immediate access to a large, talented pool of engineers, architects, planners, and support resources, including 57 local professionals and more than 2,000 personnel in 40 offices nationwide.

The Osiris 9/STV team has an extensive roadway, drainage, permitting, transportation planning, and CDBG-DR portfolio, qualifying our team to provide the required engineering services. Our professionals bring the technical expertise, engineering and regional knowledge that will prove to be an asset to the County.

References

We have performed exceptional design services for St. Johns County and other agencies across Florida. Please contact the agency staff listed below for validation of our performance.

Jeb Smith
St. Johns County District 2 County Commissioner
500 San Sebastian View, St. Augustine, FL 32084
904.209.0302 | bcc2jsmith@sjcfl.us

Darrell Locklear, P.E.
St. Johns County Assistant County Administrator
4020 Lewis Speedway, St. Augustine, Fl 32085
904.209.0540 | dlocklear@sjcfl.us

Neal Shinkre, P.E.
St. Johns County Public Works Director
2740 Industry Center Road, St. Augustine, FL 32084
904.209.0266 | nshinkre@sjcfl.us

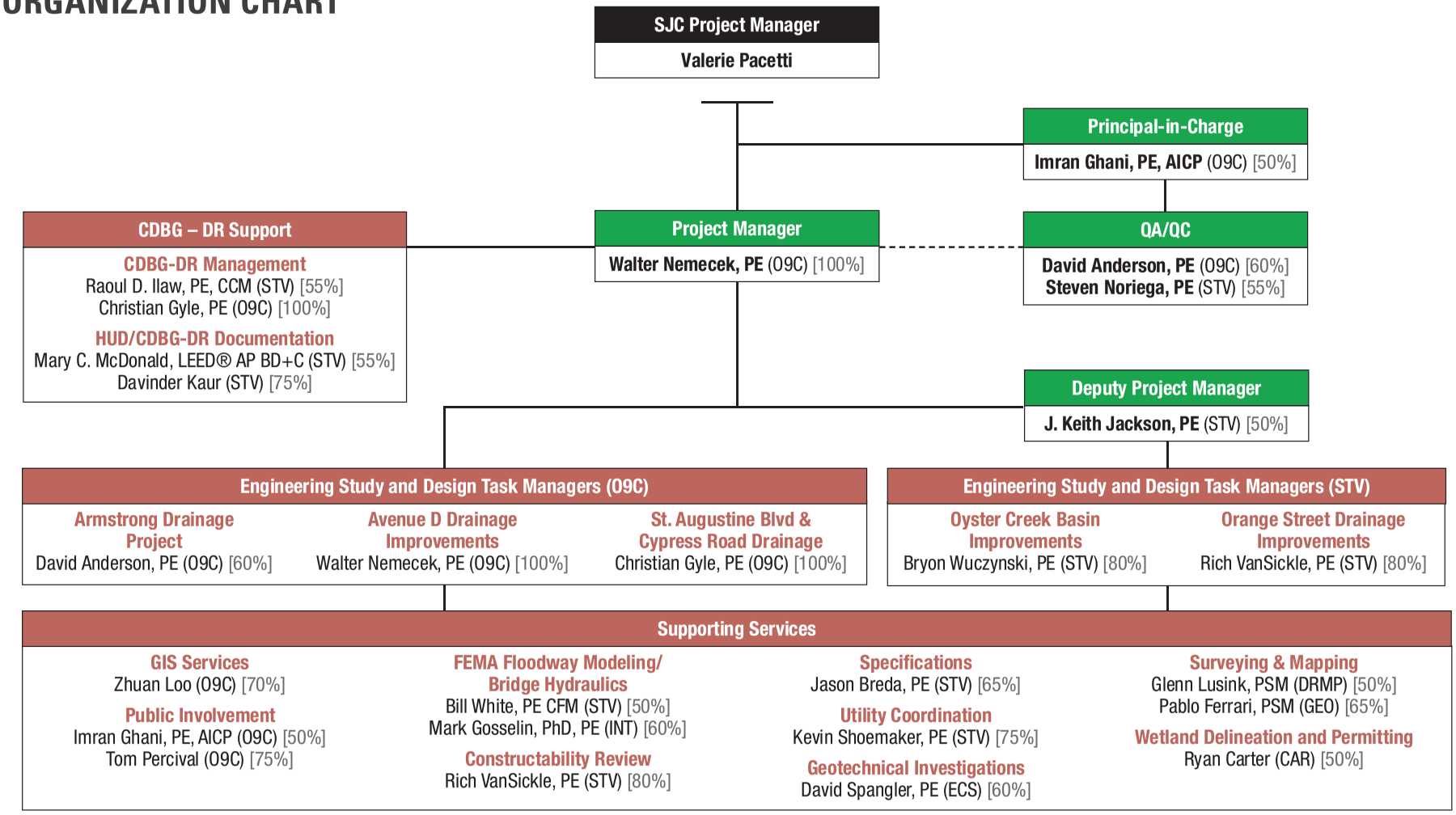
Greg Caldwell, MPA
St. Johns County Assistant Public Works Director
2740 Industry Center Road, St. Augustine, FL 32084
904.209.0132 | gcaldwell@sjcfl.us

James (Jim) M. Knight, P.E.
FDOT District 2 Urban Planning & Modal Administrator
2198 Edison Avenue, Jacksonville, FL 32204
904.360.5646 | james.knight@dot.state.fl.us

James (Jamie) M. Driggers Jr., P.E.
FDOT District 2 Program Management Engineer
1109 South Marion Street, Lake City, FL 32025-5874
386.758.3722 | james.driggersjr@dot.state.fl.us

Richard Moss, P.E.
FDOT District 7 Director of Transportation Development
11201 N. McKinley Drive, Tampa, FL 33612
813.975.6178 | richard.moss@dot.state.fl.us

ORGANIZATION CHART



LEGEND

O9C: Osiris 9 Consulting, LLC
STV: STV Incorporated
CAR: Carter Environmental Services, Inc.
DRMP: DRMP, Inc.
ECS: ECS Florida, LLC
GEO: Geomatics Corporation
INT: Intera Incorporated

Activity

Team Member (Firm) [55%]

NOTE: Only key staff listed on the above organizational chart. Additional staff are included within the resume sections.

WALTER NEMECEK III, P.E.
Project Manager

Mr. Nemecek has 22 years of management and design experience for drainage and roadway design projects. His engineering proficiency has been demonstrated on projects ranging from complex limited access roadways to pedestrian facilities and intersection improvements. Mr. Nemecek has led over 30 neighborhood and roadway enhancement projects, nine of which specifically focused on flooding and drainage improvements, and several were in economically disadvantaged areas. He has demonstrated industry-leading drainage expertise in stormwater design, planning and permitting using the latest adopted pollution removal techniques and practical design elements to provide the most economical long-term solutions.

FIRM
Osiris 9

EDUCATION
Bachelor of Science, Civil Engineering; University of Florida Top Graduate with Highest Honors

PROFESSIONAL REGISTRATION
Professional Engineer: Florida

CERTIFICATION
FDOT Advanced Maintenance of Traffic

Certified Program Manager
MSP Certified

MEMBERSHIPS
ASHE

ITE

Florida Institute of Consulting Engineers, Transportation Subcommittee Member

Tau Beta Pi – Engineering Honor Society

PROJECT EXPERIENCE

SJC Winton Circle Drainage Improvements | Project Manager/EOR
Developed recommendations to alleviate drainage problems in the neighborhood. Improvements reduced flooding by more than one foot in the design storm.

SJC Fountain of Youth Drainage Study| Project Manager/EOR
Led the drainage study for two small neighborhoods in St. Augustine Beach along Fountain of Youth Boulevard and Rio Del Mar Street that continuously experience flooding. The study designed and modeled a solution that reduced the design storm flood stage by more than 1.5 feet.

SJC Ravenswood Drainage | Project Manager/EOR
Managed safety and drainage improvements for Ravenswood Drive between Pacific Boulevard and East Jayce Way to pipe an existing ditch to remove a drop-off hazard and provide stabilized road shoulders for a heavily-traveled school bus route.

FDOT District 2 First Coast Expressway (SR 23) Phase 2 North | Project Manager/EOR
Oversaw design of a four-lane rural limited access facility from the St. Johns River to Old Jennings Road. Mr. Nemecek led roadway design, MOT, utility adjustments, 3-D design, closed and open drainage systems, pond design, modeling, and calculations for the portion from the Black Creek to Old Jennings Road.

FDOT District 2 I-10 Marietta Interchange Design-Build | Project Manager/EOR
Led design for the new diamond interchange on I-10 west of I-295. Mr. Nemecek developed innovative nutrient removal designs that fast-tracked the SRJWMD permit modification, and saved over $2 million as well as months of construction time and future maintenance costs for FDOT and the City of Jacksonville.

City of Jacksonville Pine Forest Drainage Design | Project Manager
Managed the design and plans development to upgrade the drainage systems serving a 177-acre economically disadvantaged area of Jacksonville. Mr. Nemecek designed and permitted conveyance systems and stormwater facilities to provide treatment and attenuation for stormwater runoff and alleviate flooding.

City of Jacksonville Lake Forest Drainage and Utility Improvements | Project Manager
Managed drainage improvements coupled with water and sewer upgrades and roadway widening for 240 acre economically disadvantaged area of Jacksonville.

KEITH JACKSON, P.E.
Deputy Project Manager

Mr. Jackson is an engineering director and civil engineer experienced in furnishing designs for transportation projects, especially highways and roadways. With more than 15 years of professional experience, he is skilled in providing drainage improvements for roadway projects and is familiar with all aspects of geometric design, having designed horizontal and vertical alignments and cross sections during complex roadway rehabilitations. Mr. Jackson has proven skill in coordinating multidisciplinary teams to bring engineering documents from the planning and permitting stages to final design and contract award. He has successfully completed numerous projects for FDOT.

FIRM
STV

EDUCATION
Bachelor of Civil Engineering, Georgia Institute of Technology

PROFESSIONAL REGISTRATION
Professional Engineer: Florida

CERTIFICATION
FDOT Specifications

TRAINING
FDOT Long Range Estimates

FDOT Design Exceptions and Design Variations

PROJECT EXPERIENCE

City of Jacksonville Intersection and Drainage Improvements | Project Manager/ Engineer of Record
Participated in 12 projects, including preparing specifications for intersection improvements, drainage studies, and drainage improvements for the City of Jacksonville, FL. Mr. Jackson was responsible for responding to citizen needs for engineering solutions in one quadrant of the city. He acquired the necessary permits, designed solutions, and managed the projects from fee proposal to bidding and construction phases. He also provided post-design services.

St. Johns County Russell Sampson Road Improvements | Project Engineer/Deputy Project Manager
Designed a 2-mile realignment of this existing 2-lane rural roadway to a 2-lane urbanized section with an urban signalized intersection in St. Johns, FL. Design changes included raising the profile of the roadway. Mr. Jackson also provided utilities coordination and flood analysis for the project that added a roundabout as part of capacity improvements.

FDOT District 2 SR 105 (Heckscher Drive) Bridge Replacements | Project Manager/ Design Engineer
Providing project development and environment (PD&E) study and structural design services for the replacement of existing bridges on SR 105 (Heckscher Drive) over Myrtle Creek and Simpson Creek in Duval County, FL. The low-level bridges will include a slab superstructure supported on reinforced concrete pile bents. The future design phase will include production of the bridge development report, as well as preliminary and final bridge plans. Mr. Jackson is providing design, management, and QA/QC efforts for this FDOT project.

Nassau County Intersection and Drainage Improvements | Project Manager/Engineer of Record
Participated on three projects, including two intersection improvements and one drainage improvement project, for Nassau County, FL. New signalization, turn lanes, capacity upgrades, and pedestrian improvements were part of the intersection improvements. The drainage project included adding a new headwall on a creek cross drain.

FIRM
Osiris 9

EDUCATION
Bachelor of Science, Environmental Engineering; University of Florida

PROFESSIONAL REGISTRATION
Professional Engineer: Florida

CERTIFICATIONS
American Institute of Certified Planners

TRAINING
FSUTMS Workshops

Highway Capacity Analysis Workshop

Socio-Cultural Effects and Public Involvement

DOT Leadership Academy

ArcGIS II

Essentials of Environmental Resource Permitting

Highway Safety Manual

IMRAN GHANI, P.E., AICP
Principal-in-Charge/Public Involvement

Mr. Ghani has over 20 years of experience working on PD&E studies, including specialized work in traffic engineering and travel demand forecasting studies. He served on the FDOT Design Traffic and Model Task Force and is one of the authors of the *FDOT Project Traffic Forecasting Handbook* and *FDOT PD&E Manual*. Mr. Ghani's PD&E experience covers every Class of Action (Environmental Impact Statement, Environmental Assessment, Categorical Exclusions [Programmatic, Type I and Type II], State Environmental Impact Report and Non-Major State Action) and includes interstate freeways and express lanes (I-10, I-95, I-295 Express Lanes), turnpike (Florida's Turnpike, Homestead Extension of Florida's Turnpike), arterials (US 1, US 17, SR 26, SR 247), and numerous interchanges.

PROJECT EXPERIENCE

FDOT District 2 District-Wide Environmental Services | Project Manager
District-wide environmental services contract that provides planning, engineering, and environmental services. Task work orders managed under this contract include:
- I-95 Express Lanes PD&E Study from International Golf Parkway to I-295
- I-295 Express Lanes PD&E Study from SR 9B to SR 202
- I-295 Express Lanes PD&E Study from SR 13 to I-95

FDOT General Planning Consultant for the Central Office Systems Management Office | Senior Design Engineer
Providing multimodal transportation planning services under a general planning consultant contract with the FDOT Central Office. Task work orders under this contract include:
- North I-75 Master Plan
- I-75 North Vision Study
- NE Florida Regional Concept for Transportation Operations for Express Lanes
- Writing Traffic and Engineering Chapter for the *PD&E Manual*

FTE Sawgrass Expressway (SR 869) PD&E from Sunrise Boulevard to US 441 and Sawgrass Expressway (SR 869) PD&E from US 441 to Powerline | Project Manager
Provided PD&E services for the study that evaluated adding express lanes to the Sawgrass Expressway (SR 869). Responsibilities include writing public involvement program, sociocultural effects evaluation, crash analysis, and preparing the preliminary environmental discussion (PED) and advance notification package as part of ETDM programming screening report.

FTE Widening of the Homestead Extension of the Florida's Turnpike (HEFT) from SR 836 to East of NW 57th Avenue PD&E Study | Turnpike Project Manager
Served as the FTE project manager for the 19-mile PD&E Study on the Homestead Extension of the Florida's Turnpike (HEFT). The project involved widening of HEFT from six to 10 lanes south of I-75 and from four to eight lanes north of I-75. Responsibilities included managing main-line and interchange alternatives development, crash and lighting analysis, conducting a value engineering study, public involvement, and coordinating the project with FDOT District 4, District 6 and Miami MPO committees.

DAVID ANDERSON, P.E.

QA/QC Manager/Armstrong Drainage Project — Task Manager

Mr. Anderson is a civil engineer with over 30 years of experience in roadway design, drainage design and project development and environment (PD&E) studies. Mr. Anderson has managed the design of numerous freeway, interchange, intersection, and arterial roadway projects. As a drainage designer, he has designed storm sewer systems, culvert extensions, stormwater management facilities, and reviewed various drainage connection permits. While serving as a PD&E project manager with FDOT District 2, Mr. Anderson managed several consultant studies and authored others. He is proficient in the use of engineering software programs such as Microstation, Geopak, ArcGIS, HCS+, and LRE. In addition, Mr. Anderson has served on the FDOT Technical Advisory Committees for drainage, the FDOT-FICE Drainage Scope Task Team, and the FDOT-FICE PD&E Scope Task Team.

FIRM
Osiris 9

EDUCATION
Bachelor of Science, Civil Engineering; University of Florida

PROFESSIONAL REGISTRATION
Professional Engineer: Florida

TRAINING
The Traffic Institute of Northwestern University Geometric Design Workshop

University of Central Florida Hydrology for Transportation Engineers

University of Florida Stormwater Design and Permitting: An Introduction in Using Computer to Solve Stormwater Problems

FDOT Advanced Maintenance of Traffic

PROJECT EXPERIENCE

FDOT District 2 SR 9B Extension PD&E Study | Project Manager
Oversaw the PD&E study that looked at providing access to I-95 in northern St. Johns County. Major issues included reconciling future traffic projections against the planned roadway network and concurrency needs, coordination with the Federal Highway Administration, wetland impacts, and developer plans for non-wetland areas that were possible corridors for the SR 9B extension.

FDOT District 2 SR 15/US 17 PD&E Study | Project Manager
Managed the SR 15/US 17 PD&E study from the Volusia County line to CR 309 in Satsuma, FL. Major challenges addressed in the study included potential impacts to historic resources that included an established historic district in Crescent City, the existing CSX Transportation (CSXT) railway that paralleled most of the corridor, and other structures within the corridor. Other challenges encountered included a state park to the east of US 17 (in an area with the CSXT tracks to the west), a Florida Power and Light sub-station south of Pomona Park, elected officials wanting a multi-use path, and future development plans for a Wal-Mart distribution center on the Volusia County line.

FDOT District 2 SR 26 Reconstruction from Newberry to CR 241 S | Drainage Designer
Designed drainage improvements for the reconstruction of SR 26 from two lanes to four lanes in Alachua County, FL. Mr. Anderson's design included two storm sewer systems and nine stormwater management ponds.

FDOT District 2 SR 47 Reconstruction from I-75 to SR 25 | Drainage Designer
Provided drainage design for the reconstruction of SR 47 from two lanes to four lanes in Columbia County, FL. The project included 4.5 miles of curb and gutter with four separate storm sewer systems and four stormwater management systems.

FDOT District 2 I-75 Stormwater Management System | Engineer of Record
Led plans preparation and drainage design for a new stormwater management system located 0.7 miles north of the I-75/SR 222 interchange in Alachua County, FL. The goal of the project was to improve stormwater runoff from I-75 in a closed basin. Project included setting right-of-way, dealing with property owners, and designing stormwater management systems in Karst Sensitive Areas.

STEVEN NORIEGA, P.E.
QA/QC

Mr. Noriega is a civil engineer with more than 20 years of experience managing and providing the design of water resource systems, including stormwater best management practices (BMPs), drainage system design and permitting, hydrology and hydraulics modeling, and erosion and sediment control. He has also acted as a representative for technical presentations, public forums, and client proposal presentations for a variety of projects, representing several different agencies, such as FDOT and the Florida Department of Environmental Protection (FDEP). In addition to creating project scopes, fee estimates, and performing QA/QC reviews, Mr. Noriega performs watershed and flood plain studies.

FIRM
STV

EDUCATION
Bachelor of Science, Civil Engineering/Water Resources; University of South Florida

Bachelor of Science, Construction Management; University of Florida

PROFESSIONAL REGISTRATIONS
Professional Engineer: Florida, Georgia, North Carolina, South Carolina

TRAINING
Stream Restoration Training, Rosgen Levels I, II, III

Project Management Training; PSMJ

PROJECT EXPERIENCE

Hillsborough County Aviation Authority Tampa International Airport Master Drainage Plan Update | Engineer of Record
Directed the design for multiple stormwater facilities throughout the airport to provide both water quantity and quality control to meet the local water management district's requirements. This effort involved updating the airport's master drainage plan, which incorporated a 3,900-acre watershed model, planning level pond-siting reports, large channel realignment, approximately five miles of box culvert, and a 6,000-foot stormwater dry detention facility. Mr. Noriega conducted drainage research and design, airfield coordination, and conceptual permitting. This project incorporated a number of structural BMP's, as well as total maximum daily load (TMDL) planning for the new facilities. In recent years, this update has served as the blueprint for many other large-scale facility upgrades at the airport.

FHWA EFL/FDOT SR 85 Interchange Design-Build | Water Resources Engineer
Served as drainage EOR for the design of the new overpass carrying West McWhorter Avenue over SR 85 near Eglin AFB in Okaloosa County, FL. The FHWA Eastern Federal Lands (EFL) project incorporates a new bridge and half-clover interchange with associated stormwater management facilities and sideline drainage. Mr. Noriega designed all stormwater conveyance systems and water quality best management practices. He also implemented Federal Aviation Administration wildlife advisory circular guidelines due to the project's proximity to local military airfields.

Florida DEP Office of Greenways and Trails Boundless Playground at Wakulla Station | Lead General Civil Designer
Led the general civil design for this multi-faceted, universally-accessible children's playground in Wakulla, FL, for FDEP.

FDOT District 1 District-wide Drainage Design | Lead Designer
Aided in the investigations and design solutions for flood alleviation studies throughout Southwest Florida.

Florida DEP Office of Greenways and Trails New Campground | Senior Designer
Oversaw general aspects of the civil engineering for this new campground in Marion County, FL, for FDEP.

FIRM
Osiris 9

EDUCATION
Bachelor of Science, Civil Engineering; University of Florida

PROFESSIONAL REGISTRATION
Professional Engineer: Florida

CERTIFICATIONS
FDOT Advanced Maintenance of Traffic

IMSA Level I

CHRISTIAN GYLE, P.E.

St. Augustine Boulevard & Cypress Road Drainage — Task Manager
CDBG Management

Mr. Gyle has 15 years of experience in the design of roadway and drainage projects. His design responsibilities include data collection, roadway horizontal and vertical alignment, cross sections, MOT plans, signal design, signing and marking design, stormwater design and modeling, development of calculation books for stormwater facilities, stormwater permitting, and pedestrian facility design. Mr. Gyle has demonstrated industry leading drainage expertise in stormwater design, planning, and permitting using the latest adopted pollution removal techniques and practical design elements to provide the most economical long-term solutions.

PROJECT EXPERIENCE

SJC Winton Circle Drainage Improvements | Project Engineer
Developed recommendations to alleviate drainage and maintenance problems in the Woodridge neighborhood. Mr. Gyle modeled and designed a revision to the permit that resulted in the flood reduction by over one foot in the design storm.

SJC Fountain of Youth Drainage Study | Project Engineer
Conducted a drainage study for two small neighborhoods in St. Augustine Beach along Fountain of Youth Boulevard and Rio Del Mar Street that continuously experience flooding. Mr. Gyle modeled, designed, and prepared a report for a solution that reduced the design storm flood stage more than 1.5 feet.

SJC Ravenswood Drainage | Project Engineer
Designed safety and drainage improvements for Ravenswood Drive between Pacific Boulevard and East Jayce Way to pipe an existing ditch to remove a drop-off hazard and provide stabilized road shoulders for a heavily-traveled school bus route. Mr. Gyle designed the swale and pipes in 3-D to stay within existing ROW.

FDOT District 2 First Coast Expressway Phase 2 | Project Engineer
Conducted drainage design for a new alignment, 4-lane toll facility extending from the St. Johns River to Old Jennings Road. Christian served as the lead designer for all drainage and pond design, modeling, calculations, and 3-D design.

FDOT District 2 I-10 Marietta Interchange Design-Build | Design Engineer
Prepared design plans for the new diamond interchange on I-10 west of I-295. Mr. Gyle provided innovative nutrient removal designs that fast-tracked the SRJWMD permit modification, and saved over $2 million as well as months of construction time and future maintenance costs for FDOT and the City of Jacksonville.

City of Jacksonville Pine Forest Drainage Design | Design Engineer
Designed and developed plans to upgrade the existing drainage systems serving a 177-acre economically disadvantaged area of Jacksonville. Mr. Gyle designed and permitted conveyance systems and stormwater facilities to provide treatment and attenuation for stormwater runoff and alleviate flooding.

City of Jacksonville Lake Forest Drainage and Utility Improvements | Engineer
Designed drainage improvements, water and sewer upgrades, and roadway widening for a 240-acre economically disadvantaged area of Jacksonville. Mr. Gyle designed the improvements within the existing ROW.

BRYON WUCZYNSKI, P.E.

Oyster Creek Basin Improvements — Task Manager

Mr. Wuczynski is a civil engineer with 17 years of experience involving roadway and land development projects, including highways, bridges, and residential community development districts (CDDs). His specific expertise extends to all aspects of stormwater management, such as pond, conveyance system, and culvert design; floodplain modeling; and drainage reports. An experienced project coordinator, Mr. Wuczynski is skilled in team management, project oversight, permitting, and collaboration with government and municipal agencies, including FDOT and multiple Florida water management districts.

FIRM
STV

EDUCATION
Bachelor of Science, Civil Engineering, University of Florida

PROFESSIONAL REGISTRATION
Professional Engineer: Florida

MEMBERSHIP
American Society of Highway Engineers (ASHE)

COMPUTER SKILLS
MicroStation, GEOPAK Road, ASAD, ICPR, Ponds, HY8, HEC-RAS

PROJECT EXPERIENCE

FDOT District 2 I-75 Milling and Resurfacing from US 90 to I-10 | Project Engineer
Evaluated existing drainage issues with milling, resurfacing, and restoration work on nearly 8 miles of an existing 6-lane interstate in Columbia County, FL. Mr. Wuczynski worked to alleviate routine flooding along a portion of the project corridor by conducting a drainage study evaluating cross drains and embankment failures.

FDOT District 5 I-75 at CR 484 Interchange Improvements | Lead Drainage Engineer
Overseeing drainage design for improvements along CR 484, an urban 4-lane roadway in Marion County, FL. Mr. Wuczynski is responsible for the design of stormwater collection/conveyance systems, pond design, and permitting.

SEDA Construction Company Sandy Creek CDD| Drainage Engineer
Directed stormwater and drainage design for a 499-acre residential development containing 36 stormwater management facilities in St. Johns County, FL. Mr. Wuczynski led the design and permitting of water collection/conveyance systems and stormwater management facilities. He also oversaw roadway and utility design, grading, and design issues related to plans production and permitting.

City of Jacksonville New World Avenue | Drainage Engineer
Designed stormwater management systems and facilities to accommodate a new 3.8-mile, 4-lane divided highway through Cecil Commerce Center, a former military facility converted for future commercial and industrial development in Jacksonville, FL. Mr. Wuczynski completed 60% plans for permit acquisition from SJRWMD.

DR Horton Inc. The Trails/Winchester Ridge CDD| Project Manager
Led a design team for a 370-acre residential development in Jacksonville, FL, containing 33 stormwater management facilities with phased construction. Mr. Wuczynski managed the design and permitting of collection/conveyance systems, stormwater management facilities, roadways, utilities, and grading. He also oversaw floodplain modeling and a drainage study.

Levitt and Sons LLC Cascades at Grand Landings | Project Manager
Managed the infrastructure design team for a new 232-acre residential development in Flagler County, FL. Mr. Wuczynski oversaw four engineers designing water collection/conveyance systems, stormwater management facilities, roadways, and utility placements. He also directed permit acquisition from the water management district, Flagler County, and Palm Coast utilities. He also oversaw floodplain modeling and a drainage study.

RICH VANSICKLE, P.E.

Orange Street Drainage Improvements — Task Manager
Constructability Review

Mr. VanSickle has more than 30 years of experience in project management, roadway and drainage design, permitting, and traffic control plan preparation. He is skilled in construction inspection and constructability review. Mr. VanSickle has a broad background in highway reconstruction efforts that involve bridge deck improvements and concrete placement, particularly FDOT projects. He has also provided claims analysis, presentations to dispute review boards, and value engineering services.

FIRM
STV

EDUCATION
Bachelor of Science, Civil Engineering; University of Texas

PROFESSIONAL REGISTRATION
Professional Engineer: Florida

CERTIFICATION
Florida Advanced MOT

TRAINING
Design Exceptions and Design Variations, FDOT

MEMBERSHIPS
American Society of Civil Engineers (ASCE)

American Public Works Association (APWA)

PROJECT EXPERIENCE

City of Jacksonville Imeson Park Boulevard Extension | Project Manager
Oversaw design for this urban arterial extension in Jacksonville, FL. The work included roadway drainage design, environmental permitting, and traffic control for two miles of new alignment. Permitting was required for stormwater management, wetland, and relocation of gopher tortoise populations. New intersections were constructed at Busch Drive/Imeson Park Boulevard and Zoo Parkway/Imeson Park Boulevard. The initial construction phase included half of a 4-lane divided arterial with a design speed of 50 mph and the project will be expanded in the future to construct all lanes. Drainage, business access, and intersection geometry were designed to be compatible with any future build-out. More than 5 acres of abandoned airfield taxiway was removed to accommodate the project. Access for specialized large trucks traveling to and from adjacent shipping facilities was provided throughout all phases of construction.

FDOT District 5 SR 500 Drainage Improvements | Project Manager/EOR
Managed this drainage improvement project along SR 500 (US 441) from SE 31st Street to 10th Avenue in Ocala, FL. The project also added keyhole bicycle lanes adjacent to right turn lanes and new sidewalks. Mr. VanSickle provided extensive utility coordination and designs for the drainage improvements that were able to accommodate utilities with only minimal adjustments. He also oversaw extensive drainage reconstruction to alleviate flooding.

FDOT District 2 SR 23 Extension | Project Manager
Oversaw design for this major roadway extension of SR 23 (Branan Field/Chaffee Road) in Jacksonville, FL. Mr. VanSickle managed drainage design, environmental permitting, and traffic control measures. He also oversaw design for bridges, retaining walls, lighting, signalization, signing, pavement marking, and utility adjustments for the new 6.5-mile limited access roadway. The project was designed as part of the Jacksonville outer beltway, with Phase I consisting of an interchange at I-10, 6 lanes of I-10, a new 4-lane roadway from I-10 to New World Avenue, and a new 2-lane roadway from New World Avenue to 103rd Street.

FDOT District 5 US 1 and Suntree Boulevard Intersection | Project Manager
Oversaw civil works projects that resulted in operational improvements at the US 1 and Suntree Boulevard intersection in Brevard County, FL. These projects included the addition of double left turn lanes from northbound US 1 onto westbound Suntree Boulevard, double left turn lanes from eastbound Suntree Boulevard to northbound US 1, and a new westbound receiving lane on Suntree Boulevard.

ZHUAN LOO
GIS Services

Ms. Loo has over 14 years of experience in land use planning and zoning, GIS, PD&E studies, Efficient Transportation Decision Making (ETDM), and public involvement. Her experience includes working for the Land Planning Division of the Georgia Regional Transportation Authority and as in-house consultant for FDOT District 4 providing ETDM/GIS support services. Ms. Loo is fluent in Spanish and has provided written and oral translation services at public meetings.

FIRM
Osiris 9

EDUCATION
Master of Arts, Public Administration; Norwich University

Bachelor of Arts, Environmental Design; University of Buffalo

TRAINING
GeoDatabases 1 and 2

Effective Communications for Public Involvement

Introduction to Mobile GIS

MEMBERSHIP
American Planning Association

PROJECT EXPERIENCE

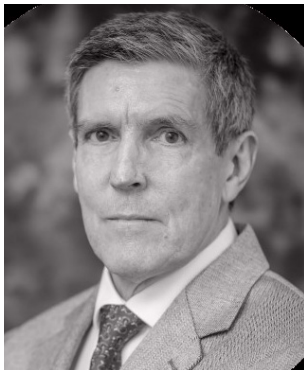
FDOT District 4 PD&E Study Districtwide Consultant GIS In-House Support | GIS Specialist
Provided in-house support to the PD&E Engineer. Ms. Loo provided GIS services and maintenance of the PD&E database and library, and developed checklists for PD&E managers to confirm proper documentation is submitted for all PD&E studies. She also performed ETDM testing to verify the Environmental Screening Tool website updates were free from "bugs".

FDOT District 4 PD&E Study Districtwide Consultant ETDM Screenings | Planner
Assisted the District with support services for the ETDM process. Ms. Loo developed project purpose and need statements, performed GIS analysis, and prepared the preliminary environmental discussion and supporting documentation for multiple projects. Once the projects were reviewed by federal and state agencies, Ms. Loo summarized agency comments and assigned the degree of effect to natural, cultural, and community issues.

FDOT District 4 Districtwide Transit Planning Support Electric Vehicle Charging Station Research | Planner
Researched the viability to expand the electric vehicle charging stations in Broward County, FL. Ms. Loo collected data including charging station types, locations, cost, ease of use, demographics, and economic data. Using GIS, she digitized the data to locate clusters of charging stations and vehicle owners/registration to determine the need for additional stations.

FDOT District 4 Golden Glades Interchange PD&E Study | Planner
Assisted with development of the PD&E study for the Golden Glades Interchange from SR 826 to I-95. The purpose of this study is to improve traffic operations at the Golden Glades Interchange and increase user benefits by reducing congestion, increasing connectivity, and improving travel delay caused by the circuitous routes at the interchange. Ms. Loo provided GIS and public involvement support, collected signage data to develop a Signage Inventory Memo, and developed the transportation plan consistency.

GDCA Developments of Regional Impact on the Atlanta Metropolitan Area | Planner
The Georgia Department of Community Affairs (DCA) follows a stringent certification and review process to measure and mitigate the traffic impacts of a Development of Regional Impact (DRI) on surrounding road networks. Ms. Loo's responsibilities included certifying and reviewing DRIs, developing a GIS database for tracking, and maintaining a compliance database to verify whether the developments were approved in accordance with the final decision.



TOM PERCIVAL
Public Involvement

Mr. Percival has over 40 years of experience in PD&E studies, access management, value engineering, and public involvement. Mr. Percival served as the manager of the Florida's Turnpike Enterprise (FTE) Environmental Management Office and held numerous District 5 positions including Project Development Administrator, PD&E Project Manager, and Design Consultant Project Manager. He directed the activities of the PD&E sections to confirm engineering reports, interchange reports, and environmental studies conformed to the PD&E Manual and Florida Statutes. His public involvement duties included presiding over public hearings and representing Florida's Turnpike Enterprise at public and agency meetings. As the FDOT District 5 Project Development Administrator, Mr. Percival supervised PD&E managers and managed all aspects of the project development process including presiding over public hearings and representing the District at public meetings.

FIRM
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EDUCATION
High School Diploma; Colonial High School

TRAINING
Socio-Cultural Effects and Public Involvement

DOT Leadership Academy

DOT Supervisory Academy

Value Engineering CVS Module 1 Workshop

Value Engineering Team Leader

PD&E Manual Process Training

Media Relations

PROJECT EXPERIENCE

FDOT District 5 Wekiva Parkway PD&E Study from US 441 to I-4 | Project Manager
Served as the FDOT Project Manager for this 25-mile new alignment toll facility that traverses through portions of the Wekiva Springs Basin in Orange and Seminole counties. Due to controversy associated with potential developments in the basin, the *Wekiva Basin Area Task Force* was created by Governor Bush. The task force evaluated recommendations regarding the location of Wekiva Parkway and measures to protect wildlife and the Wekiva Springs Basin. Mr. Percival's responsibilities included leading public involvement efforts and providing overall management of the consultant for the project. Due to the highly controversial nature of project, numerous public meetings were held. The project was ultimately approved and is currently under construction with some portions currently open to traffic.

FTE Osceola Parkway Extension PD&E Study from Boggy Creek Road to east of Narcoossee Road | Project Manager
Served as the FTE Project Manager for this new alignment toll facility that extended the existing Osceola Parkway from Boggy Creek Road to east of Narcoossee Road. Mr. Percival's responsibilities included public involvement, corridor alternative development, and agency coordination.

FDOT District 5 I-4 Widening PD&E Study from SR 434 to Lake Mary Boulevard | Project Engineer
Designed widening plans for a 5-mile segment of I-4 from SR 434 to Lake Mary Boulevard in Seminole County, FL. Mr. Percival developed roadway and interchange concepts, produced project documentation and provided public involvement services for the PD&E study.

FDOT District 5 CSXT Railroad Crossings at SR 464 and SR 44 | Project Manager
Served as the FDOT Project Manager for two separated grade railroad crossings in Marion and Sumter counties, FL. Mr. Percival's responsibilities included concept development, public involvement, and project documentation. Project approval for these two crossings were time sensitive due to a high-level proposed rail project.

FIRM
STV

EDUCATION
Master of Science, Civil Engineering; Virginia Polytechnic Institute and State University

PROFESSIONAL REGISTRATION
Professional Engineer: Florida

CERTIFICATION
Certified Floodplain Manager (CFM); ASFPM

BILL WHITE, P.E., CFM
FEMA Floodway Modeling

Mr. White is a senior civil engineer and project manager with more than 35 years of experience in the structural design and construction of highway and railway bridges and infrastructure improvements. He has expertise in hydrology and hydraulics, drainage design, stormwater management, and bridge scour evaluations. Mr. White has been responsible for environmental permitting for work in sensitive watersheds and waterways requiring coordination with the U.S. Army Corps of Engineers and FEMA. He is experienced in the use of the HEC-RAS and HEC-2 software, and the USGS/FHWA Step Backwater Program "WSPRO." Mr. White also has considerable experience with construction staging and the design of falsework and excavation shoring.

PROJECT EXPERIENCE

Tolomato CCD Nocatee Parkway Phase II | Senior Engineer
Led bridge hydraulics design in compliance with FEMA requirements for the Durbin Creek Bridge and the US 1 Flyover Bridge for Phase II of The Parc Group Nocatee Parkway design. Mr. White provided input for the bridge design recommendations and was responsible for the Bridge Hydraulics Report. This section of Nocatee Parkway, a 4-lane limited access freeway, was designed to serve a new development in St. Johns and Duval counties, FL.

Florida East Coast Railway Bridge Construction Program | Senior Engineer
Performed field inspection, plan design, and calculation checking and revision, and all required hydraulic analysis and construction permitting for various bridges over waterways throughout the state of Florida on the Florida East Coast Railway. Mr. White has applied for and received bridge construction permits for between four and six bridges per year, working primarily with the Florida Water Management Districts. He has also provided all coordination with FEMA for rail bridges over waterways at various locations.

Florida East Coast Railway Bayard Siding Bridges | Project Manager/Senior Engineer
Developing bridge hydraulics design for three railway bridges in south Jacksonville, FL, as part of the Bayard railway siding project for Florida East Coast Railway. Mr. White is providing design for the culverts and headwalls in accordance with FEMA requirements and environmental permits. One of the bridge locations was converted to multi-barrel culverts.

FDOT Districts 2, 5, and 7 Unknown Foundations Scour Evaluations | Senior Engineer
Conducted field investigation and hydraulic analysis in accordance with FDOT Bridge Scour Manual. Mr. White prepared Phase I and Phase II scour study reports, reviewed Phase III reports, and prepared Phase IV countermeasures reports. He reviewed multiple bridges in northern and central Florida (Districts 2, 5, and 7) with unknown foundation conditions.

MARK GOSSELIN, PH.D., P.E.
FEMA Floodway Modeling/Bridge Hydraulics

Dr. Gosselin has more than 20 years of experience in coastal processes, nearshore and open channel hydrodynamics, and sediment transport. His doctoral research involved the development of a method for predicting the rate of clear water local scour based on both laboratory experiments and three-dimensional flow modeling. Dr. Gosselin has served as project manager on hundreds of scour and hydraulic assessments of bridges and coastal structures throughout the country and has served as project manager on numerous coastal engineering studies that have involved wave, hurricane storm surge, riverine flooding, and dam break hydraulic modeling. His experience covers the southeastern United States, Virginia, Washington, and Puerto Rico, and clients such as FDOT, FHWA, USACE districts, FEMA, and NASA. He has applied SWAN+ADCIRC, RMA2, FESWMS, ADH, HEC-RAS, and other analytical techniques to support coastal structure design and assessments for preliminary design and numerous design-build projects.

FIRM
INTERA Incorporated

EDUCATION
Doctor of Philosophy, Coastal and Oceanographic Engineering; University of Florida

Master of Science, Naval Architecture and Offshore Structures; University of California at Berkeley

Bachelor of Science, Engineering Sciences; Dartmouth College

PROFESSIONAL REGISTRATIONS
Professional Engineer: Florida, Louisiana

MEMBERSHIPS
FES

FES Transportation Committee

Florida Coastal Hydraulics Council

PROJECT EXPERIENCE

FDOT Districts 1, 3, 4, and 6 Scour Evaluation of Bridges with Unknown Foundations | Program Manager
Managed aspects of FDOT's unknown foundations program. Dr. Gosselin oversaw the risk assessments of all tidally influenced unknown foundation bridges. For certain risk classifications, he developed design and check event (100- and 500-year return period) hurricane storm surge induced hydraulic and scour parameters. The final stage involved the design and evaluation of scour countermeasure alternatives for the bridges deemed scour susceptible or scour critical. These countermeasure alternatives included both hydraulic countermeasures and non-destructive testing. The program involved hydraulic modeling, scour calculation, and/or vulnerability assessment at hundreds of Florida's coastal bridges. Dr. Gosselin's recent work involved reevaluation of predicted scour at several bridges via application of FDOT rock scour methodologies.

FDOT District 5 Post-Hurricane Matthew Damage Assessment of SR A1A | Project Manager/Principal Engineer
Met with FDOT personnel and performed a site assessment of Flagler Beach immediately after passage of Hurricane Matthew. Subsequently, Dr. Gosselin evaluated and identified vulnerable stretches of ocean shoreline to flood hazards from Beverly Beach to Ormond-by-the-Sea where loss of pavement/shoulder integrity was possible in next 12 months. He categorized locations with high, moderate, and low likelihood of pavement/shoulder loss, and identified options and materials for shoreline stabilization. Dr. Gosselin's assessment formed the basis of FDOT proposed actions (including revetment, dune nourishment, and seawall) from Beverly Beach to S. 28th Street in Flagler Beach.

FDOT District 4 NE 23rd Avenue Bridge over Ibis Waterway | Engineer of Record
Developed the BHR in support of the design of the replacement bridge. Dr. Gosselin applied both a two-dimensional storm surge ADCIRC model and a one-dimensional runoff HEC-RAS model. Additional responsibilities included development of the design scour, abutment protection, and navigation and drift clearances accounting for sea level rise scenarios.

JASON BREDA, P.E.
Specifications/Roadway Engineer

Mr. Breda is a senior civil engineer with more than 15 years of experience providing plans and designs for transportation-related projects, including highways and bridges. His responsibilities have encompassed concept development, cost estimating, and construction plan development across Florida, Georgia, North Carolina, and Utah. An accomplished project manager and team leader, Mr. Breda has also managed numerous design contracts for FDOT that included route location, subsurface utility engineering (SUE) services, project development, engineering studies, traffic analysis, and designs for hydraulic systems and public utilities.

FIRM
STV

EDUCATION
Bachelor of Science, Civil Engineering; North Carolina State University

PROFESSIONAL REGISTRATIONS
Professional Engineer: Florida, North Carolina, Georgia

PROJECT EXPERIENCE

FDOT District 2 SR 16 and SR 16/SR 13 Bridge Replacements | Project Engineer
Provided roadway design through 30% plans for two FDOT bridge culvert replacement projects. Designs for the first project replaced bridge No. 710029 over Peters Creek in Clay County, FL, with a 3-cell, reinforced concrete box culvert. The scope also included reconstruction of approximately 0.5 miles of roadway approaches on SR 16. Maintenance of traffic during construction required a temporary on-site detour. The second project consisted of the replacement of bridge No. 780076 over Wards Creek in St. Johns County, FL, with a 2-cell, reinforced concrete box culvert and reconstruction of approximately 0.75 miles of roadway approaches on SR 13/SR 16. Traffic operation improvements included the addition of left and right turn lanes at the SR 16/13 and CR 13 intersection.

FDOT District 3 SR 727 Improvements | Project Engineer
Provided roadway and drainage design for a 2-part contract in Escambia County, FL. Mr. Breda also prepared design exceptions and variations for the FDOT projects. The first consisted of resurfacing, restoration, and rehabilitation of a 1.2-mile section of SR 727 (Fairfield Drive), including milling and resurfacing, ADA upgrades, and railroad crossing removal. The second project improved traffic operations on a 0.4-mile section of SR 727 by widening the existing 2-lane roadway to a 3-lane urban roadway.

FDOT District 2 SR 15/139 RRR Improvements | Project Engineer
Preparing roadway and traffic control plans for the 2.8-mile, 4-lane urban roadway in Duval County, FL. Mr. Breda is creating a report on RRR for the FDOT project that includes milling, concrete pavement rehabilitation, ADA improvements, five design exceptions, six design variations, and traffic signal upgrades.

FHWA Eastern Federal Lands Highway Division SR 85 Interchange Design-Build | Project Engineer
Generated the drainage design and maintenance of traffic plans for a new overpass interchange at SR 85 and McWhorter Avenue on the Eglin Air Force Base in Niceville, FL. The FHWA project included roadway, drainage, and bridge design for a modified AB-cloverleaf interchange with a 2-span, concrete bridge structure designed to the military load classification system.

KEVIN SHOEMAKER, P.E.

Utility Coordination/Roadway Engineer

Mr. Shoemaker is an engineer with experience providing design for transportation projects, particularly roadways and bridges for FDOT. He has provided cross sections, typical sections, and detour mapping, as well as drawings for erosion and sediment control. Mr. Shoemaker is familiar with design variations and exceptions and is skilled in providing design for ponds and drainage improvements, ADA requirements, and roadway improvements. He produces plans for roadway design, traffic control, erosion control, utility coordination, and signing and pavement marking.

FIRM
STV

EDUCATION
Bachelor of Science, Civil Engineering; University of Florida

PROFESSIONAL REGISTRATION
Professional Engineer: Florida

PROJECT EXPERIENCE

FDOT District 2 SR 5 (US 17) over Broward River Bridge | Engineer/Associate Project Manager

Providing the project development and environment (PD&E) study for the replacement of dual bridges on SR 5/US 17 (Main Street) over Broward River in Duval County, FL. The low-level bridge will include a Florida I-beam (FIB)-36 superstructure supported on reinforced concrete pile bents. Mr. Shoemaker is developing roadway, drainage, and traffic control design, as well as providing management and QA/QC services for the design phase, which includes production of the bridge development report and preliminary and final bridge plans.

NAVFAC Southeast NAS Jacksonville Road Repairs | Project Engineer

Provided design services for the roadway rehabilitation and operational improvements for Wasp Street and Albemarle Avenue at Naval Air Station (NAS) Jacksonville to meet Unified Facilities Guide Specification criteria for the Naval Facilities Engineering Command (NAVFAC) Southeast. Mr. Shoemaker provided design and engineering services for milling and resurfacing, gutter grade adjustments to promote positive drainage, pavement designs to accommodate P-3 aircraft, signalization, signing and pavement marking, stormwater drainage upgrades, ADA accommodations, utility coordination, permit coordination, specifications, and project management.

FDOT District 2 I-10 and SR 200 Interchange Reconstruction | Transportation Designer

Produced plans for the I-10 and SR 200 interchange reconstruction in Baldwin, FL, from the initial concept design to the final submittal for FDOT District 2. Mr. Shoemaker was responsible for horizontal and vertical roadway design, cross section design, and drainage analysis to meet FDOT standards. He provided plans for MOT, signing and marking, and utilities. Mr. Shoemaker also provided utility coordination.

FDOT District 2 I-10 Marietta Interchange Design-Build | Engineering Specialist

Provided horizontal and vertical roadway design, cross section design, and drainage analysis for this $27 million design-build project involving a new 5-ramp interchange on I-10 between Chaffee Road and I-295 in Jacksonville, FL. Mr. Shoemaker's responsibilities also included MOT, signing and marking plans, utility plans, and utility coordination following the FDOT Plans Preparation Manual to meet agency design standards.

RAOUL ILAW, P.E., CCM
CDBR-DR Senior Compliance Manager

Mr. Ilaw is a senior program manager with more than 30 years of experience in the construction industry. He has provided executive and on-site supervision of major transportation, healthcare, educational, and government facility projects, bringing a thorough knowledge of leading-edge industry practices and regulations. A professional civil engineer and a certified construction manager (CCM), Mr. Ilaw has used his varied training and skills to manage multiyear capital programs for the U.S. Postal Service (USPS), the U.S. Department of Defense (USDOD), the FAA, and other public clients. He is well-versed in the requirements and technical aspects of federal contracts and recently managed a Social Services Block Grant (SSBG) for the New York Governor's Office of Storm Recovery (GOSR), as part of a $3.8 billion appropriation for rebuilding communities in New York damaged by Hurricane Sandy and other major storms.

FIRM
STV

EDUCATION
Master of Science, Management; Polytechnic University (Polytechnic Institute of New York University)

Bachelor of Engineering, Civil Engineering; City College of New York

PROFESSIONAL REGISTRATIONS
Professional Engineer: New York, Connecticut

CERTIFICATIONS
Certified Construction Manager (CCM); Construction Management Association of America (CMAA)

Construction Project Management; New York University

TRAINING
OSHA 10-Hour Construction Health and Safety

OSHA 30-Hour Construction Health and Safety

Maxims of Practice for Successful Dispute Resolution; CMAA

Design and Installation Criteria for Water Mains; Professional Engineering Continuing Education (PECE)

Geotechnical Engineering; Pratt Institute

PROJECT EXPERIENCE

GOSR Community Development Block Grant-Disaster Recovery CM | Program Manager
Served as start-up manager, which included selecting appropriate personnel for the SSBG effort, part of the HUD Community Development Block Grant-Disaster Recovery (CDBG-DR) program. This was part of a $3.8 billion effort to recover from damage caused by Hurricanes Irene and Sandy, as well as Tropical Storm Lee, on Long Island, Staten Island, and in upstate New York. The firm provided CM and program management support services across a broad range of CDBG-DR and SSBG-funded programs managed by GOSR. Mr. Ilaw was responsible for initially hiring key staff, managing 67 personnel, assisting in securing the necessary office space to house the project team, negotiating subconsultant agreements, and assisting the operational staff with day-to-day activities.

USPS Architectural, Mechanical, and Electrical Design Services | Program Manager
Responsible for architectural, electrical, and mechanical services during more than 100 projects under a $900 million multiyear agreement with the USPS. Mr. Ilaw managed a staff of 18 tasked cdwith providing design and engineering, construction management, construction subcontracting, and real estate advisory support services for handicapped accessibility improvements, mechanical and electrical renovations, and new construction in Connecticut, Maine, Massachusetts, New Hampshire, New York, Vermont, Puerto Rico, and the Virgin Islands.

KNIC Properties, LP Kingsbridge National Ice Center CM | Owner's Representative
Led the preconstruction phases for the proposed construction of the Kingsbridge National Ice Center in the Bronx, NY. The project, for Kingsbridge National Ice Center (KNIC) Properties, will transform the Kingsbridge Armory into one of the largest indoor ice rinks in the world. The estimated $279 million, 750,000-sf center will include nine ice rinks, retail space, and training facilities. Mr. Ilaw was responsible for working with the development team of 10 to 20 professionals, including the project architect and the construction manager, during the due diligence and preconstruction phases. Serving as a key project resource for the owner, he scheduled key project meetings, met with New York City public agencies, developed RFPs for specialty consultants, and selected consultants to become part of the development team.

MARY MCDONALD, LEED® AP BD+C
CDBG-DR Compliance Manager

Ms. McDonald has more than 10 years of hands-on experience managing large-scale construction projects effectively and in a timely manner. Her specialized expertise includes administrating contract deliverables, field condition resolution, coordinating construction activities in occupied buildings, performing on-site QA, jobsite safety, personnel scheduling, and budget, status, and financial management reporting. Ms. McDonald has managed construction for numerous high-profile projects throughout the New York metropolitan area, including at One World Trade Center (WTC) and the vehicle security center and tour bus parking facility at the WTC site for the Port Authority of New York and New Jersey (PANYNJ). She has also coordinated contract procurement for the New York State Governor's Office of Storm Recovery (GOSR) during post-storm disaster response efforts throughout the state.

FIRM
STV

EDUCATION
Master of Science, Construction Project Management; New York University

Bachelor of Science with Honors, Organizational Behavior and Communications; New York University

CERTIFICATIONS
Fire Department of the City of New York (FDNY) S56 - Construction Site Fire Safety Manager

LEED Accredited Professional (AP)

LEED Accredited Professional (AP) Building Design + Construction (BD+C)

Construction Manager-in-Training; Construction Management Association of America (CMAA)

TRAINING
OSHA 30-Hour Construction Safety and Health

First Aid, CPR (American Red Cross)

MEMBERSHIPS
CMAA

Secure Workers Access Consortium (SWAC)

National Association of Women in Construction (NAWIC)

PROJECT EXPERIENCE

GOSR CDBG Disaster Recovery CM | Procurement Manager/Document Control Manager

Managed contract procurement in compliance with specifications established by HUD and GOSR as part of the recovery efforts from damages caused by Hurricanes Irene and Sandy, as well as Tropical Storm Lee, throughout Long Island, Staten Island, and upstate New York. Restoration efforts involved repairs to infrastructure, monitoring of compliance program teams, and reconstruction of community and environmental areas. Ms. McDonald was responsible for reviewing and investigating contractor applications for vendors funded by the GOSR CDBG. In addition, she established and maintained digital project files and instructed team members on appropriate documentation procedures.

PANYNJ One World Trade Center and National September 11 Memorial and Museum | Assistant Project Manager

Overseeing final contract closeout documentation at One World Trade Center at the 16-acre WTC site in lower Manhattan for PANYNJ. The 1,776-foot tower has 3 million sf of office space on 71 office floors and an observation deck on the 100th and 101st floors. Ms. McDonald is responsible for preparing change-order requests, overseeing roof and below grade contract completion, and punch list activities for concrete, iron, curtain wall, and waterproofing installations. She is also coordinating and supervising the installation of Emergency Action Plan waterproofing and flood resiliency measures. Ms. McDonald provides safety oversight, coordinates safety inspections with the client, schedules QA/QC inspections, and arranges for the engineering team to verify and provide sign off for various installations. She is also responsible for reviewing monthly costs and construction charges, and develops project progress reports for submission to the client.

DAVINDER KAUR

CDBG-DR Document Control Manager

Ms. Kaur has more than 10 years of experience as a contract administrator who is skilled in developing and administering contracts and requests for proposals (RFPs) for multimillion-dollar construction projects. Her expertise includes managing contracts and pre-award contracts, and administering change orders, progress measurements, and correspondence. Through Ms. Kaur's extensive work with PANYNJ for the construction of the WTC Transportation Hub, she has become proficient in standard operation procedures and best practices relating to contracts management in the government-contracting environment, including Federal Acquisition Regulation (FAR) requirements. She is also adept at organizing and executing project plans and collaborating with diverse technical teams.

FIRM
STV

EDUCATION
Coursework in Construction Project Management, New York University

Bachelor of Science, Economics; Queens College, City University of New York

PROJECT EXPERIENCE

GOSR CDBG Disaster Recovery CM | M/WBE Coordinator Manager and Elation Systems Analyst

Monitoring and tracking Minority Business Enterprise/Women Business Enterprise (M/WBE) goals and involvement for the New York GOSR's New York Rising Community Reconstruction Program. This $3.8 billion effort is intended to help communities in Long Island, Staten Island, and upstate New York recover from damage caused by Hurricanes Irene and Sandy and Tropical Storm Lee. The firm is providing program management support services across a range of CDBG and Social Services Block Grant (SSBG) programs managed by GOSR. Ms. Kaur is providing compliance management for the web-based Elation Systems platform and developing reports required for general construction management for the flexible funding made available by the U.S. Department of Housing and Urban Development (HUD)'s CDBG program. She is tracking and managing compliance reporting for CDBG recovery Section 3, M/WBE, and Davis Bacon. Ms. Kaur is also coordinating M/WBE events, communicating daily with the SSBG team to verify that M/WBE and Section 3 compliance is achieved or trending toward the contractual goal, and compiling agendas for daily and monthly meetings to monitor SSBG and M/WBE status. She is also assisting the Project Accountant with preparing invoices, checking supporting documentation, and entering subconsultant invoices into the accounting software to facilitate payments.

NYCDDC New York City Police Training Academy CM | Contract Administrator

Provided document control for the construction management (CM), including preconstruction, construction, and post-construction services, for a new 720,000-sf academy for the New York City Police Department in the College Point section of Queens, NY. This $760 million joint-venture, design-bid-build project built by the New York City Department of Design and Construction (NYCDDC) consists of a new academic building, a physical training facility, and a central utility plant. The project earned LEED® Gold certification. Ms. Kaur was responsible for the timely and accurate submission of project documents, including developing and maintaining the document development and approval systems, and providing recommendations for improvements. She managed FASTTAC and Constructware updates, including drawings and bid packages. Ms. Kaur tracked requests for information and architect's supplemental instructions, and made sure the team was working with updated drawings and specifications.

DAVID SPANGLER, P.E.
Geotechnical Investigations

Mr. Spangler has more than 21 years of geotechnical engineering experience. He has managed hundreds of geotechnical investigations throughout Florida and the Southeast for proposed residential and commercial properties. Mr. Spangler has also managed and performed Phase I and Phase II Environmental Site Assessments and throughout Florida and the Southeast for proposed residential and commercial properties. Additionally, he has performed and managed several construction materials testing projects.

FIRM
ECS

EDUCATION
Bachelor of Science, Civil Engineering; Florida State University

PROFESSIONAL REGISTRATION
Professional Engineer: Florida

CERTIFICATIONS
OSHA 10-hour

MEMBERSHIPS
Florida Engineering Society (FES)

PROJECT EXPERIENCE

FDOT District 2 SR 9B from I-95 to North of US1 (Phase II) | Geotechnical Engineer
Provided geotechnical services for the extension of SR 9B from US 1 to I-95 in Duval County. The new four-lane limited access roadway project included a new interchange at I-95, upgrades to the interchange at US 1, noise walls, new overpasses at US 1 and Veveras Drive, and utility work along US 1.

Northeast Florida Regional Airport Hanger | Geotechnical Engineer
Led geotechnical services for a new proposed hanger at Northeast Florida Regional Airport in St. Augustine FL.

Gainesville Regional Airport Air Terminal Improvements | Geotechnical Engineer
Provided geotechnical investigations for the rehabilitation of the main terminal at the Gainesville Regional Airport in Alachua County, FL.

FDOT District 2 Wonderwood Drainage Improvements | Geotechnical Engineer
Provided geotechnical services for the $8.7 million drainage improvement project along SR 116 (Wonderwood Connector) from from I-295 to the Intracoastal Waterway. The 4.6-mile project consisted of emergency drainage improvements and pavement settlement remediation. Repairs and reconstruction addressed previous settlement issues and allowed for safety improvements. Approaches to the Ginhouse Creek Bridge, which had significant pavement settlement, were also repaired, including the design and reconstruction of approach slabs, traffic railings, guardrail, and sidewalk.

PARC Group/SCJ Fire Station 18 | Geotechnical Engineer
Led geotechnical investigations and engineering for the design of a new fire station site in St. Johns County. The station serves the Nocatee community, one of the nation's fastest-growing residential communities.

FDOT District 2 CR 361 Trail and Trailhead | Geotechnical Engineer
Provided geotechnical engineering for the design of a shared-use path that accommodates both pedestrians and bicyclists along CR 361 within the existing 100-foot right-of-way. The team collaborated with FDOT and Taylor County to find the best design solutions at the most reasonable cost while minimizing impacts to environmentally sensitive local habitats, including nearby salt marshes, wetlands and an Essential Fish Habitat. To protect and enhance the natural habitat, the team provided a low-impact design and multiple options for mitigation that included on-site salt marsh creation, and purchasing credits from salt marsh and wetland mitigation banks outside of the local watershed.

FIRM
DRMP

EDUCATION
Academic Courses; Orlando Technical College

PROFESSIONAL REGISTRATIONS
Professional Surveyor and Mapper: Florida

CERTIFICATIONS
American Red Cross (First Aid/CPR/AED)

CSX Roadway Worker Protection

Department of Defense (RAPIDGate ID Credential)

e-RAILSAFE System Badge

FDOT Maintenance of Traffic

OSHA 1910.146 Permitted Confined Space

MEMBERSHIPS
Florida Engineering Leadership Institute

Florida Surveying and Mapping Society

FSMS Florida Crown Chapter National Society of Professional Surveyors

ASHE

FES

Society of American Military Engineers

GLENN LUSINK, PSM
Surveying & Mapping

Mr. Lusink's 34 years of surveying and mapping experience includes producing and managing projects in varying degrees of complexity for transportation infrastructure (limited access and highway design), land development, hospitality (theme parks and resorts), and continuing services contracts. He has served in both the field and office providing him with a strong knowledge in field and office standards, which is essential to his role in administering the quality assurance/ quality control of survey deliverables. Mr. Lusink has also taken on the leadership role for multiple survey and mapping teams of major projects and contracts establishing a cohesive team of professionals.

PROJECT EXPERIENCE

FDOT District 2 SR 5A (King Street) Drainage Improvements from US 1 to East of Riberia Street | Project Manager
Provided SUE services for this drainage improvement project in St. Augustine, FL. Mr. Lusink led utility research, designation, and extensive utility location efforts (VVHs) for utility conflicts.

FDOT District 2 SR 5A (King Street) Drainage Improvements from Riberia Street to the Bridge of Lions (SR A1A) | Survey Project Manager
Led survey services for this drainage improvement project along SR 5A (King Street) in St. Augustine, FL. Mr. Lusink's team conducted a detailed investigation of the aging drainage infrastructure using ground penetrating radar (GPR) to identify the drainage system and vacuum excavation trucks on the drainage structures (manhole and inlets) filled with silt and debris.

Seminole County Howell Creek Drainage Study | Project Surveyor
Served as project surveyor for this drainage study for the Howell Creek Drainage Basin — the largest basin in Seminole County, FL. Mr. Lusink provided survey and mapping services for the purpose of inventorying all drainage pipes, culverts, outfall structures, and bridges within the basin. In addition, he provided structure and bridge details, creek/canal cross-sections, and roadway drainage system detailing. The survey files were tied to the Seminole County Vertical Control System.

Town of Edgewater Drainage Study | Project Surveyor
Served as project surveyor for this city-wide drainage study that included the establishment of a city-wide vertical control network, placement of staff gauges, drainage structure details, and cross-sections of various waterways such as creeks, canals and retention areas. The survey provided an inventory of the existing drainage facilities and determined their effectiveness for particular design stormwater flooding events. The study covered 21 miles of canals and nearly 200 culverts. The report outlined recommendations to alleviate flooding problems and set design standards for future development.

PABLO FERRARI, PSM
Surveying & Mapping

Mr. Ferrari has more than 30 years of experience in the surveying field. He has worked with numerous public and private clients on various types of corridor surveys for transportation and utility projects throughout Northeast Florida. Entities that Mr. Ferrari has worked with include St. Johns County Construction Services, City of St. Augustine, St. Johns County Utility Department, St. Johns County School District, FDOT, Jacksonville Transportation Authority (JTA), JEA, City of Jacksonville, JAXPORT, Jacksonville Aviation Authority (JAA), Duval County School Board, Jacksonville University, Clay County Utility Authority, Clay Electric, ATT, Florida Power & Light, and Georgia Transmission Corporation. His thorough understanding of the level of effort needed to accomplish survey and mapping tasks enables him to deliver high-quality survey information to the client while keeping the project on schedule and within budget.

FIRM
Geomatics

EDUCATION
Bachelor of Science, Survey and Mapping; University of Florida

PROFESSIONAL REGISTRATIONS
Professional Surveyor and Mapper: Florida

CERTIFICATIONS
FDOT Maintenance of Traffic

MEMBERSHIPS
Florida Surveying and Mapping Society

National Society of Professional Surveyors

St. Johns County Economic Development Council

National Council of Examiners for Engineering and Surveying

PROJECT EXPERIENCE

FDOT District 2 SR 5A from King Street to SR 16 | Survey Project Manager
Provided horizontal and vertical project control, topographical survey, and DTM. The improvements under this contract consist of milling and resurfacing, base work, drainage improvements, curb and gutter, traffic signals, highway signing, sidewalk/bicycle path and other incidental construction on SR 5A (A1A) from north of King Street to SR 16 (Picolata Road) in St Johns County.

FDOT District 2 SR 105/Heckscher Drive | Survey Project Manager
Provided design survey and alignment survey for the widening of SR 105 (Heckscher Drive) in Jacksonville, FL.

FDOT District 2 State Road 223 | Survey Project Manager
Providing CEI surveying services for the Starke By-pass in Bradford County, FL. The new roadway will consist of two travel lanes in each direction, and overpasses will be constructed over CR 100A, the CSX Railroad, and CR 229. Interchanges will be constructed along the new roadway to provide access to SR 100 and SR 16. The new roadway will provide an alternate route for freight-carrying trucks, and will help alleviate some of the traffic congestion on US 301 through downtown Starke.

FDOT District 2 SR 126/Emerson Street Improvements | Survey Project Manager
Provided horizontal and vertical project control, centerline, right-of-way mapping and references for the resurfacing and improvement project along one mile of Emerson Street (SR 126) from Hendricks Avenue (SR 13) to Philips Highway (US 1) in Jacksonville, FL. The project also includes traffic signal upgrades, the installation of countdown pedestrian timers and sidewalk and handicap-accessible ramp improvements at the intersection of St. Augustine Road. In addition, concrete medians will be installed on both sides of the Florida East Coast Railroad crossing, located a block west of Philips Highway.

FDOT District 2 SR10/Atlantic Boulevard Resurfacing | Survey Project Manager
Provided 2-D/3-D topographic centerline alignment survey along 2.2 miles of SR 10 (Atlantic Boulevard) from Brookview to Kernan Boulevard in Jacksonville, FL.

RYAN CARTER, PWS

Wetland Delineation and Permitting

Mr. Carter has 20 years of experience in the environmental field working with local, state and federal environmental regulatory offices. He is an advocate for his clients and strives to balance regulatory constraints with real world scenarios. Mr. Carter has managed all aspects of environmental assessments and permitting associated with transportation, residential, and commercial projects in St. Johns County. This work includes environmental permitting, wetland delineation, protected animal species surveys, preliminary site assessments, Florida native plant taxonomy, ecological monitoring aerial photo interpretation, operation of a global positioning system unit and wetland creation design.

FIRM
Carter Environmental Services

EDUCATION
Bachelor of Science, Forest Resources and Conservation; University of Florida

CERTIFICATIONS
Certified Professional Wetland Scientist (PWS)

Authorized Gopher Tortoise Agent

Aquatic Herbicide Applicator

PROJECT EXPERIENCE

Lennar Homes Windward Ranch (F/K/A Encanta) | Principal Environmental Scientist
Performed the wetland delineation, environmental permitting with St. Johns County, SJRWMD and USACE for a 433-acre single family residential subdivision.

Poa Boy Mitigation Bank | Principal Environmental Scientist
Managing the design and permitting of the first row crop to wetlands mitigation bank in Florida. Located on 640 acres of historic wetlands as determined by two separate certified soil scientist investigations, the current mitigation plan will remove over 3,200 lbs of nitrogen and 380 lbs of phosphorus from entering the St. Johns River every year through Tocoi, McCullough and Sixmile creeks. The Poa Boy Mitigation Bank (PBMB) is the headwaters for Basin 5, a large and very active regulatory basin stretching from St. Augustine north to Jacksonville, and located on both sides (east and west shorelines) of the St. Johns River. The PBMB restoration plan calls for 368 acres of Basin Swamp establishment around a core of 171 acres of bottomland hardwood forest, with pockets of freshwater marsh and mesic oak hammock islands adjacent to the marshes. This unique design will allow for maximum edge effects, a diversity of habitats and mimics proportionally the percentages of these habitats found within Basin 5. In addition, the St. Johns County Crop Alternative Program will benefit from the nutrient reductions thus assisting the County with their Basin Management Action Plan (BMAP) goals. The location of PBMB at the headwaters of Basin 5 and connectivity to adjacent conservation lands provides for significant watershed support and improvement of water quality and wetland function.

Dreamfinders Homes Wildwood PUD | Principal Environmental Scientist
Performed the wetland delineation and environmental permitting for a 15 acre single family residential subdivision. Mr. Carter's team also performed gopher tortoise surveys and relocation as required by the Florida Fish and Wildlife Conservation Commission.

FDOT District 2 State Road 9B Extension | Principal Environmental Scientist
Obtained a permit modification with the SJRWMD and USACE for the 455-acre I-95 interchange. The project included design modifications that reduced the total wetland impacts, resulting in a surplus of 9.75 mitigation bank credits that can be used in the future on other FDOT projects. Mr. Carter also performed gopher tortoise surveys, permitting, and relocation within the project area.

SHAVONNE HOYTE-RENE

Stormwater Data Model Design/Engineering Design Support

Ms. Hoyte-Rene has more than 10 years of experience developing stormwater management systems. She specializes in new and retrofit design for ponds, open channels, and storm sewer systems. Ms. Hoyte-Rene has contributed to drainage improvement studies and stormwater analysis and design to determine and resolve flooding issues. She has also performed hydrologic and hydraulic analyses. Ms. Hoyte-Rene is adept at obtaining permitting and producing stormwater, pond siting, and drainage reports.

FIRM
STV

EDUCATION
Bachelor of Science, Civil Engineering; University of Central Florida

CERTIFICATION
Engineer-in-Training: Alabama

PROJECT EXPERIENCE

FDOT District 5 LAP Administration | Engineering Specialist
Provided project management assistance as an in-house consultant for Local Agency Program (LAP) design and construction projects in District 5 of FDOT. Ms. Hoyte-Rene was responsible for working with municipalities to prepare documentation to receive federal and state funding. She prepared design and construction phase scopes, maintained project schedules, and tracked project costs. Ms. Hoyte-Rene also provided QC of design plans and tracked the electronic review comments (ERC) process while coordinating with municipalities and FDOT.

City of Jacksonville Country Creek Drainage Improvements | Drainage Designer
Conducted a study of drainage conditions in the Country Creek neighborhood of Jacksonville, FL, to resolve identified flooding issues. Ms. Hoyte-Rene verified the survey information, created a model of the existing system, and investigated the existing system conditions. The system experienced backup from undersized pipes, which resulted in flooding. She offered several solutions and recommendations to correct the problem, including upsizing the pipes and widening the creek.

City of Orlando Boone Avenue Extension | Drainage Engineering Specialist
Developed drainage design for the 600-foot extension of Boone Avenue from its terminus at Anderson Street to Sylvia Lane to improve traffic safety and efficiency in downtown Orlando, FL. Ms. Hoyte-Rene's design included the modification of an existing pond affected by the extension, design of the stormwater sewer system for the roadway, and preparation of the drainage report and construction plans.

City of West Melbourne Florida Avenue Extension | Drainage Engineering Specialist
Designed the stormwater management facility and the stormwater sewer system for the $1.2 million, 500-foot-long extension of Florida Avenue to Hollywood Boulevard in West Melbourne, FL. The new 2-lane urban section alleviated traffic congestion at many of the city's intersections and main roads. Ms. Hoyte-Rene prepared all drainage design computations, construction plans, and the drainage report. She also provided permitting coordination and shop drawing review.

City of Ocoee Clarcona-Ocoee Road/West Road | Drainage Engineering Specialist
Provided drainage design and computations to update existing plans to improve Clarcona-Ocoee Road and West Road in Ocoee, FL. The plans required updating to accommodate new area business development and changes to existing roads. Ms. Hoyte-Rene updated the drainage plans and obtained new permits.

DANIEL SHOULTZ, P.E.

Stormwater Data Model Design/Engineering Design Support

Mr. Shoultz is a drainage engineer with experience in stormwater treatment and drainage design for transportation projects, including roadways and bridges. He confirms that projects meet both the client's objectives and the project's schedule and budget. Mr. Shoultz is adept at producing roadway plan sets using CAD software.

FIRM
STV

EDUCATION
Bachelor of Science, Civil Engineering, University of Florida

PROFESSIONAL REGISTRATION
Professional Engineer: Florida

PROJECT EXPERIENCE

FDOT District 2 Heckscher Drive Bridge Replacements | Drainage Engineer
Providing drainage design for the replacement of existing bridges on SR 105 (Heckscher Drive) over Myrtle Creek and Simpson Creek in Duval County, FL. This project also includes an existing shared use path that connects to the adjacent roadway. Mr. Shoultz is responsible for providing support for the drainage design of stormwater collection/conveyance systems.

FDOT District 3 Design Group 15-02 Bridge Replacements | Drainage Engineer
Assisting with the drainage analysis and plans production for the replacement of two local bridges in Escambia County, FL, for FDOT. Hanks Road over Breastworks Creek will be a single-span, skewed prestressed concrete girder bridge. Crary Road over Pritchett Mill Creek will be a 2-cell 10' x 6' reinforced concrete box culvert. Mr. Shoultz is assisting in the plans production for roadway improvements and permitting relating to roadway drainage.

FDOT District 2 I-95/I-295 North Interchange Improvements | Drainage Engineer
Providing drainage design review for the segmental flyover interchange at I-95 and I-295 north of Jacksonville, FL. The estimated $149 million FDOT District 2 project in Duval County, FL, also involves improvements to the US 17/I-295 interchange and replacement of the Cole Road bridge over I-95. Mr. Shoultz is responsible for review of the design-build team's drainage calculations and construction plans.

FDOT District 5 I-75 at CR 484 Interchange Improvements | Drainage Designer
Contributing to final drainage design for interchange and intersection improvements along CR 484, an urban 4-lane divided roadway in Marion County, FL. Mr. Shoultz is responsible for providing support for the drainage design of stormwater collection/conveyance systems, pond design, and permit modifications. Improvements include additional turn lanes and turn lane extensions at the intersections with I-75 and CR 475A. The project also requires reconstruction of 0.5 miles of the westbound through lanes and modification of the existing I-75 bridge abutments to accommodate turn lane improvements.

FDOT District 2 I-75/US 441 Interchange | Assistant Drainage Designer
Assisted in the design of a conveyance system for this design-build interchange project to improve the existing I-75 and US 441 interchange in Alachua County, FL, for FDOT District 2. Mr. Shoultz assisted in plan production for the drainage design, which included the addition of a storm sewer system and modification of several existing treatment ponds. The $7.9 million project included the addition of an entrance ramp onto I-75 from US 441.

ATTACHMENT I

RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS LIST OF PROPOSED SUB-CONSULTANTS (if applicable)

Any and all sub-consultants are subject to approval by the County. Each Respondent shall submit any subconsultants proposed to perform any portion of the required services as provided herein. Each Respondent shall submit any proposed sub-consultants qualifications, licensing, and certifications (including MBE/WBE/DBE)

Company Name	Division/Discipline	Primary Contact Name	Contact Number and Email Address
Carter Environmental Services, Inc.	Environmental permitting	Ryan Carter, PWS	904.540.1786 ryan@carterenv.com
DRMP, Inc.	Survey and mapping	Glenn Lusink, PSM	904.641.0123 glusink@drmp.com
ECS Florida, LLC	Geotechnical investigation	David Spangler, PE	904.886.5010 dspangler@ecslimited.com
Geomatics Corporation	Survey and mapping	Pablo Ferrari, PSM	904.824.3086 pferrari@geomaticscorp.net
Intera Incorporated	Coastal modeling	Mark Gosselin, PE	904.903.5535 mgosselin@intera.com
STV Incorporated	Drainage design, CDBG-DR management, QA/QC, project management support, roadway design, specifications	Keith Jackson, PE	904.265-7724 keith.jackson@stvinc.com

State of Florida

Board of Professional Engineers

Attests that

Osiris 9 Consulting, LLC

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2019
Audit No: 228201900413 R

CA Lic. No: 29670

State of Florida

Board of Professional Engineers

Attests that

Walter John Nemecek III, P.E.

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

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

Expiration: 2/28/2019
Audit No: 228201929399 R

P.E. Lic. No: 58122

State of Florida

Board of Professional Engineers

Attests that

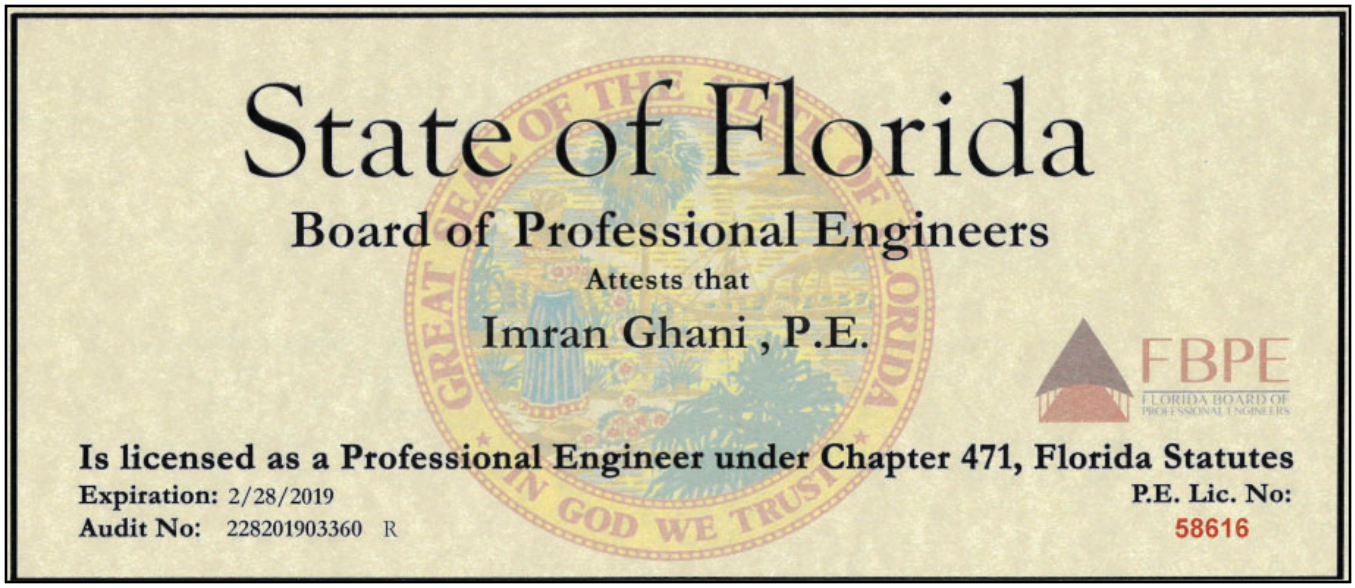
Christian Joseph Gyle , P.E.

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

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

Expiration: 2/28/2019
Audit No: 228201917545 R

P.E. Lic. No: 69159



State of Florida

Board of Professional Engineers

Attests that

Imran Ghani , P.E.

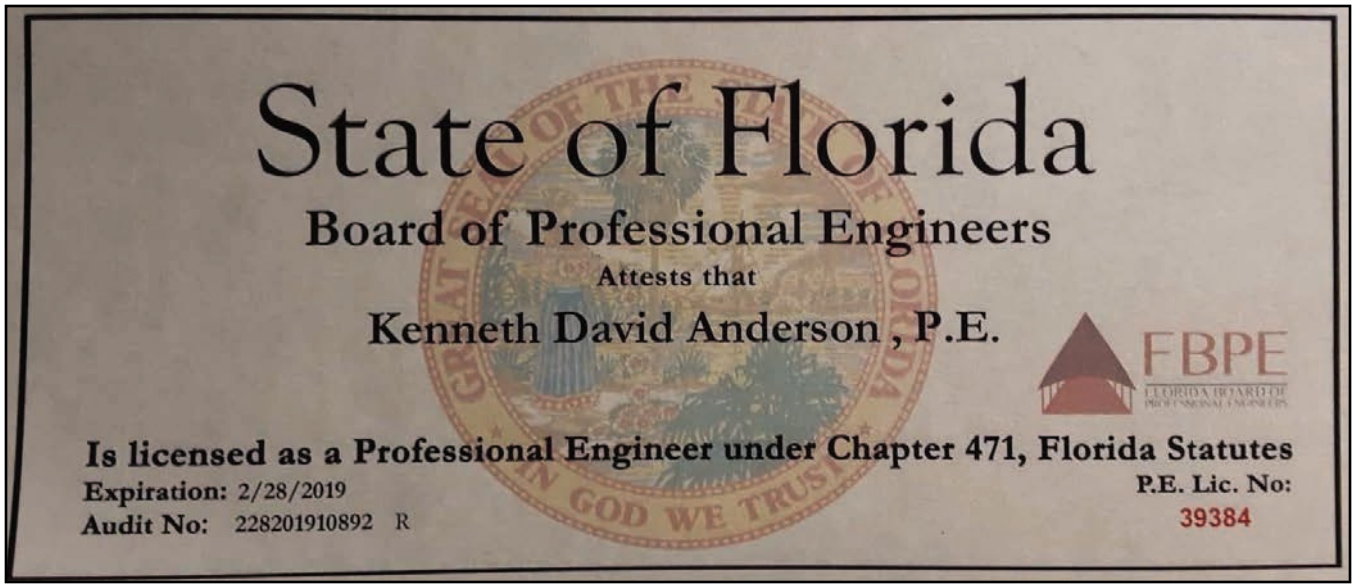
FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

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

Expiration: 2/28/2019

Audit No: 228201903360 R

P.E. Lic. No: 58616



State of Florida

Board of Professional Engineers

Attests that

Kenneth David Anderson , P.E.

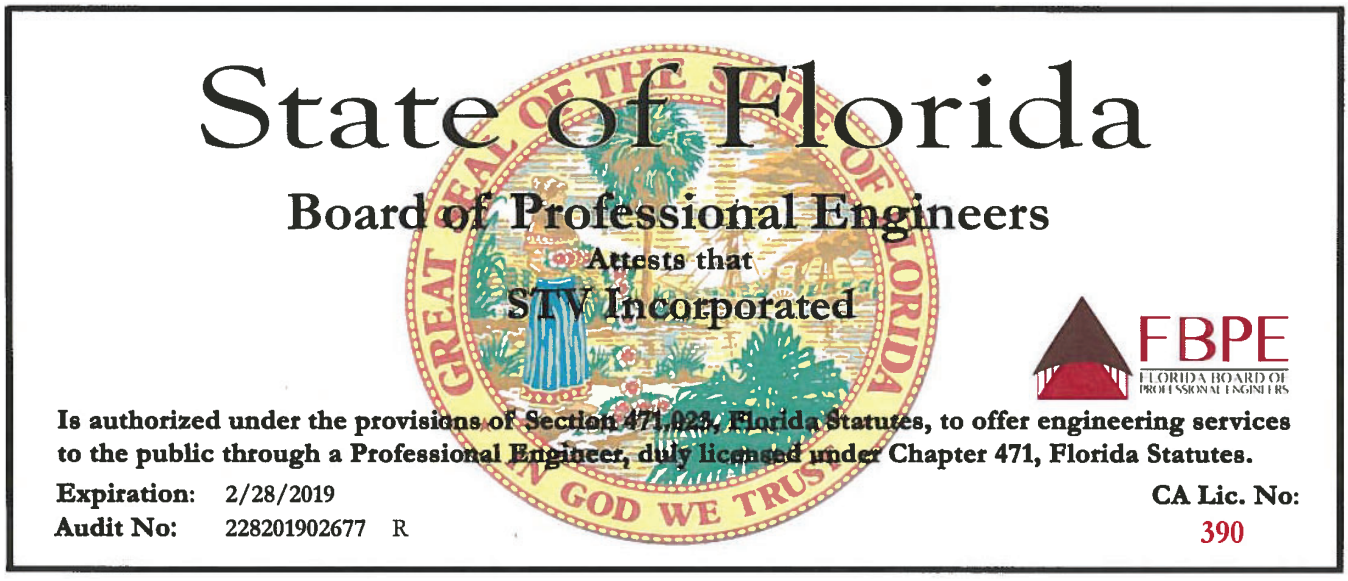
FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

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

Expiration: 2/28/2019

Audit No: 228201910892 R

P.E. Lic. No: 39384



State of Florida

Board of Professional Engineers

Attests that

STV Incorporated

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2019

Audit No: 228201902677 R

CA Lic. No: 390

State of Florida

Board of Professional Engineers

Attests that

Joseph Keith Jackson , P.E.

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

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

Expiration: 2/28/2019
Audit No: 228201917710 R

P.E. Lic. No:
71578

State of Florida

Board of Professional Engineers

Attests that

Bryon S. Wuczynski , P.E.

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

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

Expiration: 2/28/2019
Audit No: 228201930096 R

P.E. Lic. No:
64090

State of Florida

Board of Professional Engineers

Attests that

Robert Ritchie Vansickle , P.E.

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

licensed as a Professional Engineer under Chapter 471, Florida Statutes

piration: 2/28/2019
dit No: 228201901875 R

P.E. Lic. No:
40272

State of Florida

Board of Professional Engineers

Attests that

Steven Christopher Noriega , P.E.

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

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

Expiration: 2/28/2019
Audit No: 228201911874 R

P.E. Lic. No:
65518

State of Florida

Board of Professional Engineers

Attests that

Jason D. Breda , P.E.

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

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

Expiration: 2/28/2019
Audit No: 228201917400 R

P.E. Lic. No:
67046

State of Florida

Board of Professional Engineers

Attests that

Willis Sheridan White III, P.E.

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

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

Expiration: 2/28/2019
Audit No: 228201913614 R

P.E. Lic. No:
49112

PWS

Society of Wetland Scientists
Professional Certification Program, Inc.

renews the designation

Professional Wetland Scientist
For
Ryan Carter

In recognition of all the professional requirements approved by the Society of Wetland Scientists Certification Renewal Program, and verified by the Society's Certification Renewal Review Panel. Professional Wetland Scientist Number 1392 issued on 7/25/2003 and recertified on 1/9/2014. Due to recertify again by 7/25/2019.

Leandra Cleveland, PWS
President

Pat Frost, PWS
Certification Renewal Chair

Authorized Gopher Tortoise Agent
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
Division of Habitat and Species Conservation
Species Conservation Planning Section
620 South Meridian Street, Mail Station 2A
Tallahassee, Florida 32399-1600
(850) 921-1031

Permittee Name: Ryan Carter
Permittee Address: Carter Environmental Services, Inc.
7 Waldo Street
SAINT AUGUSTINE, FLORIDA 32084
UNITED STATES

Permit Number: GTA-09-00060**E**
Effective Date: **April 3, 2017**
Expiration Date: **April 29, 2019**

IS AUTHORIZED TO:

1. Conduct gopher tortoise surveys
2. Capture gopher tortoises using hand shovel excavation of gopher tortoise burrows
3. Mark, transport, and release captured gopher tortoises at recipient sites
4. Supervise backhoe excavation of gopher tortoise burrows to capture gopher tortoises

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB2648**
Expiration Date February 28, 2019

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

DRMP, INC.
941 LAKE BALDWIN LANE
ORLANDO, FL 32814

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

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GLENN J LUSINK
608 CATHERINE FOSTER LN, SAINT JOHNS, FL 32259-7953

Complaints 0
Print

License Type	License#	Issued	Expires	Status
Surveyor and Mapper	LS5977	07/13/99	02/28/19	Active
Surveyor of Record For	LB2648	03/23/78	02/28/19	Active

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Licensee Details

Licensee Information

Name:	ECS- FLORIDA, LLC (Primary Name)
Main Address:	2815 DIRECTORS ROW ORLANDO Florida 32809
County:	ORANGE
License Mailing:	
LicenseLocation:	

License Information

License Type:	Certificate of Authorization
Rank:	Cert of Auth
License Number:	26152
Status:	Current
Licensure Date:	10/14/2004
Expires:	02/28/2019

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Licensee Details

Licensee Information

Name:	SPANGLER, DAVID WESLEY (Primary Name)
Main Address:	7064 DAVIS CREEK ROAD JACKSONVILLE Florida 32256
County:	DUVAL
License Mailing:	
LicenseLocation:	

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	58770
Status:	Current,Active
Licensure Date:	06/20/2002
Expires:	02/28/2019

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GEOMATICS CORP
2804 N 5TH ST STE 101, SAINT AUGUSTINE, FL 32084-1837
Phone 904-824-3086

Complaints 0
Print

License Type	License#	Issued	Expires	Status
Surveyor Business	LB6979	12/28/99	02/28/19	Active
Surveyor of Record	LS5261	07/19/93	02/28/19	Active
Surveyor of Record	LS5601	07/05/96	02/28/19	Active

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PABLO FERRARI
2804 N 5TH ST UNIT 101, SAINT AUGUSTINE, FL 32084-1837

Complaints 0
Print

License Type	License#	Issued	Expires	Status
Surveyor and Mapper	LS5601	07/05/96	02/28/19	Active
Surveyor of Record For	LB6979	12/28/99	02/28/19	Active

MARY C MCDONALD (GBCI Number: 83037)

Listed below is your current information on file. Please verify that your address and contact information is correct. To **update** your profile, please click on the link under Account Management.

Mailing Address:
STV Inc
225 Park Avenue South
New York, NY 10017
USA

Record Type: Credentialed
LEED AP: Certified since 7/21/2008
LEED AP BD+C: Certified since 7/30/2011 (Primary Specialty)
Download your LEED Professional logo(s)
Download or order your LEED Professional certificate(s)
You have enrolled in prescriptive credential maintenance on 7/30/2011

Current CMP Reporting Period
7/30/2011 - 7/29/2013

Primary Phone: 646-370-0287
Secondary Phone: 631-379-0869

Primary E-mail: mcdonaldmc@hotmail.com
GBCI Number: 83037

Name : ILAW RAOUL DARYL
Address : STAMFORD CT
Profession : PROFESSIONAL ENGINEERING
License No: 067558
Date of Licensure : 09/07/90
Additional Qualification :
Status : REGISTERED
Registered through last day of : 03/19

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Licensee Details

Licensee Information

Name:	INTERA INCORPORATED (Primary Name)
Main Address:	4111 LAND O' LAKES BLVD SUITE 104 LAND O' LAKES Florida 34639
County:	PASCO
License Mailing:	
LicenseLocation:	

License Information

License Type:	Certificate of Authorization
Rank:	Cert of Auth
License Number:	9062
Status:	Current
Licensure Date:	11/08/2001
Expires:	02/28/2019

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Licensee Details

Licensee Information

Name:	GOSSELIN, MARK STEVEN (Primary Name)
Main Address:	11421 NW 17TH LANE GAINESVILLE Florida 32606
County:	ALACHUA
License Mailing:	
LicenseLocation:	

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	54594
Status:	Current,Active
Licensure Date:	07/26/1999
Expires:	02/28/2019

4. RELATED EXPERIENCE

RELATED EXPERIENCE

Our team's multidisciplinary staff has the type of experience and expertise that will provide the County a high level of confidence. As your prime consultant, our personnel from both Osiris 9 and STV have led teams as the prime consultant for contracts with similar project elements throughout north and central Florida. The chart below demonstrates our vast experience and knowledge with similar project elements associated with the Professional Engineering Services for Five CDBG-DR Transportation and Drainage Projects. Additional details for select projects are provided on the following pages.

EXPERIENCE MATRIX

PROJECTS	SIMILAR SCOPE ITEMS																				
	St. Johns County	Public Meetings	Plans Update	Drainage Design	Roadway Design	Permitting	ICPR Modeling	Study Phase	Culvert Replacement	Flooding Improvement	Sidewalk Design	**Tidal-Influenced Drainage**	Innovation	Cost Savings	Quality Control	Schedule Control	Disadvantaged Neighborhood	Multidisciplinary Team	**Specifications**	Grant Administration	Construction Administration	Adjacent Project Coordination
CR 210 Widening	●	●		●	●	●	●		●	●	●		●	●	●							●
Winton Circle Drainage Improvements	●		●	●	●	●	●	●	●	●			●	●	●							
CR 13 Culvert Extensions	●			●	●	●	●		●			●	●	●	●				●		●	
CR 13 Baffle Box Design	●			●			●		●			●	●	●	●				●		●	
Ravenswood Drainage Improvements	●			●	●	●	●		●				●	●	●		●					
San Rafael Way Drainage	●			●		●	●	●	●	●		●	●	●	●							
Fountain of Youth Drainage Study	●			●	●	●	●	●	●	●		●	●	●	●							
Cornell Dartmouth Harvard Drainage	●			●	●	●	●		●	●		●			●				●		●	
Hastings Basin H-5 Improvements	●			●		●	●	●	●	●			●	●	●		●		●		●	
Hastings Sidewalk	●	●		●							●						●		●		●	
SR 16/IGP Intersection Improvements	●			●	●	●	●		●		●		●	●		●						
Health Park Boulevard Signal Improvements	●	●		●	●	●	●		●		●	●	●	●	●				●	●	●	
SR A1A Coastal Highway Signal Improvements	●		●		●						●	●		●	●	●			●	●	●	
SR A1A/Solana Road Signal Improvements	●			●	●	●					●		●	●	●				●	●	●	
US 1/SR 312 Intersection Improvements	●	●		●	●	●	●		●		●	●	●	●	●	●			●		●	●

EXPERIENCE MATRIX

PROJECTS	SIMILAR SCOPE ITEMS																					
	St. Johns County	Public Meetings	Plans Update	Drainage Design	Roadway Design	Permitting	ICPR Modeling	Study Phase	Culvert Replacement	Flooding Improvement	Sidewalk Design	**Tidal-Influenced Drainage**	Innovation	Cost Savings	Quality Control	Schedule Control	Disadvantaged Neighborhood	Multidisciplinary Team	**Specifications**	Grant Administration	Construction Administration	Adjacent Project Coordination
Dobbs Road/Kings Estate Road Intersection Improvements and Study	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●		●	●
Racetrack Road Turn lane	●			●	●	●			●		●		●	●	●	●			●		●	
Usina Park Pier	●					●		●		●		●	●	●	●	●			●		●	●
Vilano Boat Ramp Expansion	●		●	●	●	●				●		●	●	●	●	●			●		●	●
Overlook Drive Reconstruction	●			●	●	●		●	●	●				●	●							
Cecil Commerce Center Stormwater Master Plan				●		●	●	●	●	●			●	●	●	●		●				●
SR 400 (I-4) Wymore Road Drainage Study		●		●	●		●	●	●	●			●									●
SR 50 from Chuluota Road to SR 520		●		●	●	●	●		●	●			●	●			●	●				●
Port Orange Drainage Study		●		●	●		●	●	●	●		●	●	●			●					
Holland Park Improvements		●	●	●	●	●	●		●	●	●		●		●			●	●		●	
Moncrief Creek Drainage Design				●	●	●	●		●	●					●		●		●		●	
Lake Forest Drainage Improvements				●	●	●	●		●	●	●	●	●	●	●		●	●	●		●	●
Pine Forest Drainage Improvements				●	●	●	●	●	●	●	●		●	●	●		●		●		●	
First Coast Expressway Pond Siting/Permitting	●	●		●	●	●	●					●	●	●	●			●				●
First Coast Expressway Design Phase 2 North		●	●	●	●	●	●		●		●		●	●	●	●		●	●		●	●
First Coast Expressway Design Phase 2 South		●	●	●	●	●	●		●			●	●	●	●	●		●	●		●	●
I-10 Marietta Interchange Design-Build		●	●	●	●	●	●		●	●	●		●	●	●	●		●	●		●	●
I-275 Carver City Improvements		●		●	●	●	●		●		●		●	●	●		●	●	●		●	●
SR 9B Design-Build	●	●	●	●	●	●	●		●		●		●	●	●	●			●		●	●
CR 484 From SW 20th Avenue to CR 475A		●	●	●	●	●	●				●		●	●	●	●		●	●			
I-75 Milling and Resurfacing			●	●	●	●				●			●	●	●	●	●	●	●			●
Hurricane Matthew Inspections	●														●	●	●					
Russell Sampson Road Realignment and Flood Alleviation	●	●	●	●	●	●				●	●		●	●	●	●		●	●			●
Emergency Relief West Virginia Flood				●	●	●				●			●	●	●	●		●				
CDBG-DR Program Management		●				●				●			●	●	●	●	●	●		●	●	
City of Jacksonville Drainage Improvements		●		●	●					●	●		●	●	●	●	●	●	●			●

FOUNTAIN OF YOUTH DRAINAGE STUDY

St. Johns County

OWNER REFERENCE
Nick Perpich
(904) 209-0110
nperpich@sjcfl.us

REPORT COMPLETED
2018

CONSTRUCTION COMPLETION
2019

DESIGN FEE
$80,000

CONSTRUCTION COST
$250,000 (est.)

The Challenge

Two small adjacent neighborhoods in St. Augustine Beach along Fountain of Youth Boulevard and Rio Del Mar Street continuously experience flooding from frequent rain. Residents regularly contact the County to alleviate flooding in their roadways and parking areas that would not recede for months with the worst flooding in history occurring from Hurricane Matthew, which flooded more than a dozen homes. The two roads were developed prior to current regulations of permitting agencies; therefore, stormwater treatment was not provided and flood attenuation was not regulated within the small neighborhood ponds. The ponds were designed to outfall to the Intracoastal Waterway through a salt marsh but the connection was not maintained.

The Approach

Our staff reviewed existing construction plans, rainfall history/patterns, and interviewed property owners to understand the existing problems and to develop a drainage model of the existing conditions. We created and calibrated an existing condition drainage model in ICPR and developed a report with multiple solutions. Two major innovative solution alternatives were identified to improve the outfall conveyance of the ponds, the rainfall storage, and the recovery after storm events. Engineers modeled improvement scenarios for five variations of the two solution alternatives for different storm events and tailwater scenarios from tidal influences. A report was produced recommending interconnected ponds with a single outfall for once the funds became available for construction. At the request of the County, the team also developed a low-cost design for Rio Del Mar short-term improvements for immediate contractor bidding.

WINTON CIRCLE DRAINAGE IMPROVEMENTS

St. Johns County

OWNER REFERENCE
Doug Tarbox
(904) 209-0124
dtarbox@sjcfl.us

60% DESIGN COMPLETED
2018

CONSTRUCTION COMPLETION
2019

DESIGN FEE
$95,000

CONSTRUCTION COST
$800,000 (est.)

The Challenge

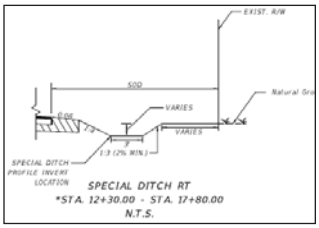
The Woodridge neighborhood had standing water in some properties for over a year. The area had flooded during Hurricane Matthew and the waters had not receded to normal levels in over 18 months. St. Johns County hired another firm to develop solutions that were cost-prohibitive, difficult to maintain, and contained numerous environmental impacts. Our team was hired to re-evaluate the problem, study multiple alternatives, and formulate an economical solution to bring relief to this strained neighborhood.

The Approach

Our staff developed an innovative solution for a new outfall that was cost-effective, more maintainable, and easier to permit with SJRWMD. **Shortly after turning in the first submittal of the design plans, the project was funded by the SJC Commission for construction.** The engineers developed a process for solving the problem that included looking at historical drainage patterns, collecting field information for the surrounding area, and interviewing home owners, SJC staff, and SJRWMD staff. The investigation identified multiple locations where historical outfalls are now impeded. A historic outfall to the north was restored by connecting the existing pond to an FDOT lateral ditch that conveyed stormwater to Moultrie Creek. To minimize wetland impacts and right-of-way costs, the outfall pipe was aligned beneath an existing road, Bella Terra Drive. For easier maintenance, the pipe connected to an existing FDOT ditch that paralleled US 1 and outfalls into the FDOT lateral ditch to the north.

RAVENSWOOD DRAINAGE IMPROVEMENTS

St. Johns County



OWNER REFERENCE
Donnie Tackett
(904) 209-0110
dtackett@sjcfl.us

100% DESIGN COMPLETED
2018

CONSTRUCTION COMPLETION
2019

DESIGN FEE
$40,000

CONSTRUCTION COST
$80,000 (est.)

The Challenge

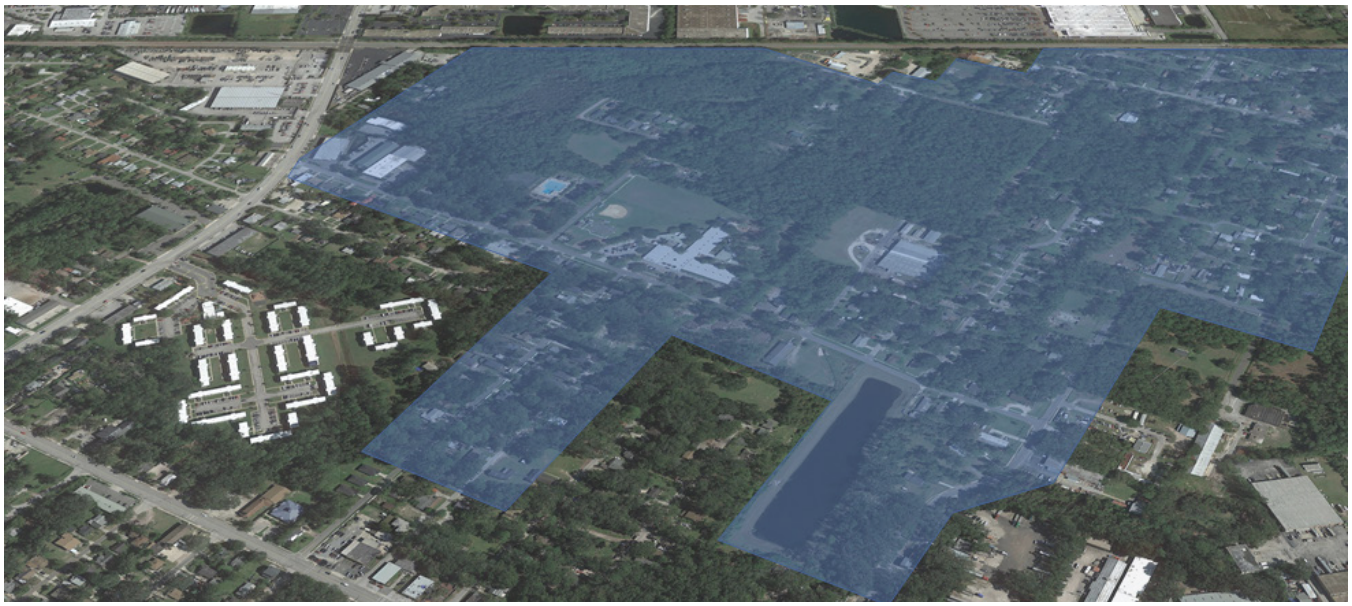
St. Johns County tasked our team with piping an existing ditch along Ravenswood Drive from Pacific Boulevard to East Jayce Way to remove a drop-off hazard and provide stabilized shoulders for a heavily traveled school bus route. Site visits evidenced wheel path ruts off the edge of pavement and soft shoulder conditions. The road is not centered in the right-of-way leaving narrow widths for pipe construction that do not impact the roadway. Temporary easement and right-of-way purchases are to be avoided. Existing structures have insufficient cover over the pipes and the narrow right-of-way carries underground utilities including water main, sewer force main, and gravity sewer.

The Approach

Our team modeled the proposed swale in 3-D to verify construction limits remained within the right-of-way. Special ditch profiles were used to shallow the swales in portions of tighter right-of-way. A collection system of storm pipe and ditch bottom inlets was aligned with the proposed swale, and existing side drains were replaced with RCP pipe with sufficient cover. The collection system inverts were modified to accept a connection from an existing cross drain to best avoid impacts to existing utilities. The designed remained in St. Johns County right-of-way, minimized reconstruction of the road, and prevented a conflict and reconstruction of an existing side drain that included a sewer main.

PINE FOREST DRAINAGE DESIGN

City of Jacksonville



OWNER REFERENCE
Duane Kent
(904) 255-8910
rkent.coj.net

DESIGN COMPLETED
2010

CONSTRUCTION COMPLETION
2012

DESIGN FEE
$447,000

CONSTRUCTION COST
$4.5 million

The Challenge

Drainage improvements were needed to alleviate flooding for a 177-acre drainage area within an older residential portion of Jacksonville with narrow streets, narrow right-of-way, no association for maintenance or code enforcement, and mixed land use including a school and a junk yard. Existing drainage included ditches, swales, unmaintained side drains, pipe segments with dissimilar materials/sizes, and no discernible conveyance. Additionally, flooding issues were increased by trash and debris dumping within existing ditches.

The Approach

Our team investigated flooding issues by reviewing official complaints, by site visits, interviewing property owners, and preparing a preliminary study and stormwater model to alleviate flooding. Drainage improvements included proposed swales, stormsewer collection, cross drain replacement, conversion of some streets from rural to urban typical sections, outfall channel improvements, and a 5-acre wet detention pond. The improvements were aligned to avoid existing neighborhood features such as trees and wetlands whenever possible. Designers produced an ICPR model with more than 100 nodes to evaluate the effects of the improvements within the drainage basin. The design also included a cross drain evaluation, permanent erosion protection calculations for the major outfall channel, permitting treatment for road reconstruction through SJRWMD, and a unique pond geometry to save mature oak trees.

CDBG DISASTER RECOVERY PROGRAM MANAGEMENT

Governor's Office of Storm Recovery

OWNER REFERENCE
Christy Cunningham
Director, Vendor Management
(212) 480-7391

PROGRAM/CONSTRUCTION MANAGEMENT COMPLETION
2016

PROGRAM/CONSTRUCTION MANAGEMENT FEE
$7 million

CDBG-DR PROGRAM TOTAL
$3.8 billion

The Challenge

The Governor's Office of Storm Recovery (GOSR) of The Housing Trust Fund Corporation (HTFC) needed a firm to provide construction management (CM) and program management support services for Community Development Block Grant-Disaster Recovery (CDBG-DR) efforts in municipalities damaged in 2012 by Hurricane Sandy, the largest storm in New York's recorded history.

The Approach

STV was entrusted to manage and execute this critical multi-phase program for GOSR. The firm assisted approximately 10,000 residents in up to 34 counties in New York State and contributed to essential investments in community infrastructure improvements. STV was responsible for managing all post-award contract administration for vendors and sub-recipients under infrastructure, community reconstruction, CM, compliance and monitoring, and environmental programs across a broad range of CDBG-DR and Social Services Block Grant (SSBG) efforts managed by GOSR.

The program included large initiatives including critical infrastructure projects in the energy, transportation, water and wastewater, healthcare, and coastal restoration sectors. The program also funded smaller projects to address other local government and school-based needs. STV provided CM services for the administration of a SSBG-funded program to provide services to high-risk, low-and moderate-income (LMI), single-family homeowners. During Phase I, the team developed and tested the program design, policies and procedures, and a work plan, while determining which LMI cases were the highest risk. Phase II involved the closeout of more than 1,000 LMI applicants, with STV prioritizing applicants according to those in the greatest need.

MARIETTA INTERCHANGE
FDOT District 2

OWNER REFERENCE
Eric Shimer, P.E.
(904) 360-5661
eric.shimer@dot.state.fl.us

DESIGN COMPLETED
2014

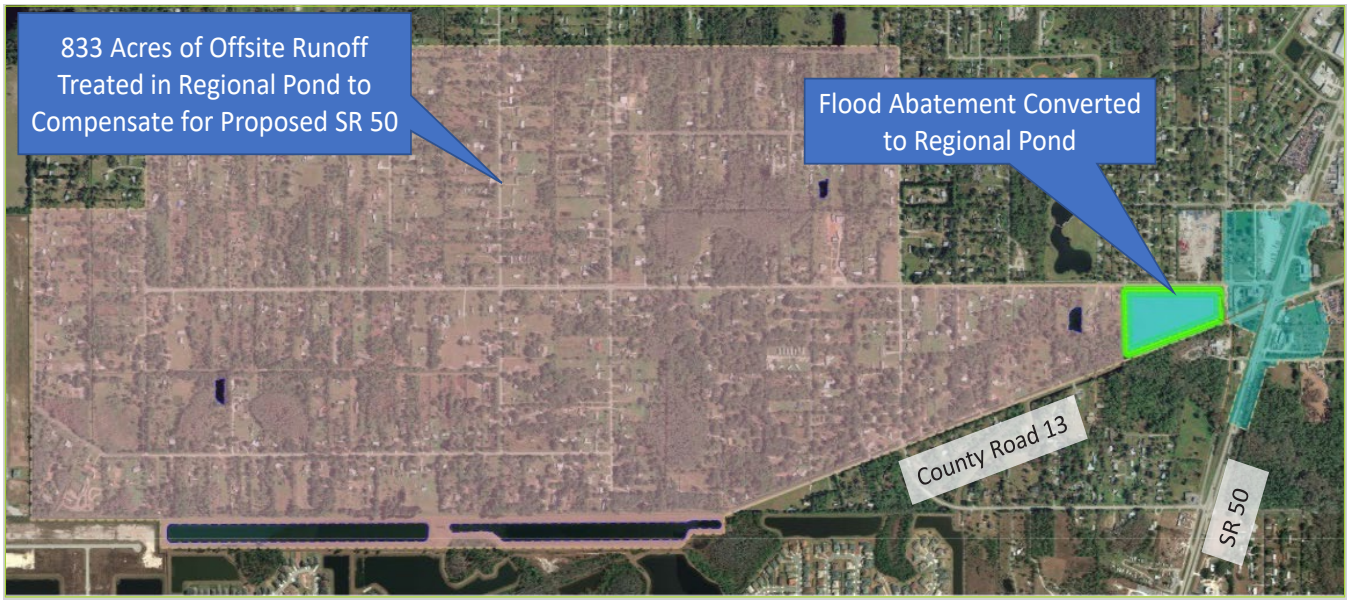
CONSTRUCTION COMPLETED
2016

TOTAL COST
$17.9 million

The Challenge
FDOT District 2 reprogrammed the conventional design of a new interchange at the intersection of Hammond Boulevard and I-10 in Jacksonville, FL, and let the project as design-build. The design included a five-lane urban overpass with bike lanes and sidewalks, on/off ramps in all four quadrants, sound walls, local street improvements, and bypassing the runoff from 250 acres of developed land through the project limits. The design replaced existing stormwater treatment along I-10 that conflicted with the alignment of the overpass while providing additional treatment for proposed improvements all within constrained right-of-way limits.

The Approach
The original right-of-way for the interchange was reduced prior to completion of the design-build team's proposed plans. Our team reduced the pond size and right-of-way footprint by 5 acres from the original design and permit. The designers solved the permitting challenge by routing off-site stormwater runoff into the proposed on-site treatment ponds to compensate for untreated portions of the project and I-10. House Bill 599 allows the FDOT and municipalities to combine off-site runoff with on-site ponds by demonstrating greater reduction in runoff pollutants. The team used new stormwater research to demonstrate that co-mingling off-site runoff removed greater levels of nitrogen and phosphorus from the project's discharge than the original on-site treatment system. Combining the off-site and on-site drainage removed over 2,000 feet of 54-inch storm pipe. Nitrogen and phosphorus removal yielded three times the necessary amount to permit the project, further improving an impaired basin downstream. This project was the first to be permitted in FDOT District 2 using the new legislature.

SR 50 WIDENING
FDOT District 5



OWNER REFERENCE
Eliode Joseph
(386) 943-5388
eliode.joseph@dot.state.fl.us

DESIGN COMPLETED
2016

CONSTRUCTION COMPLETION
TBD

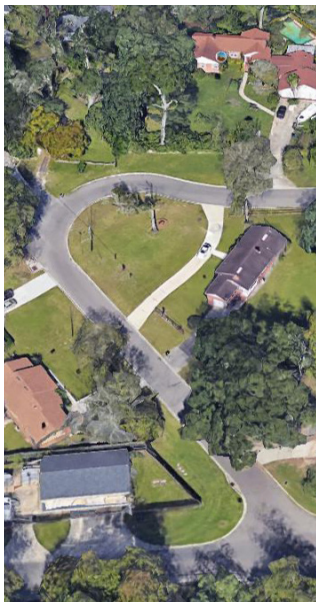
DESIGN FEE
$2 million

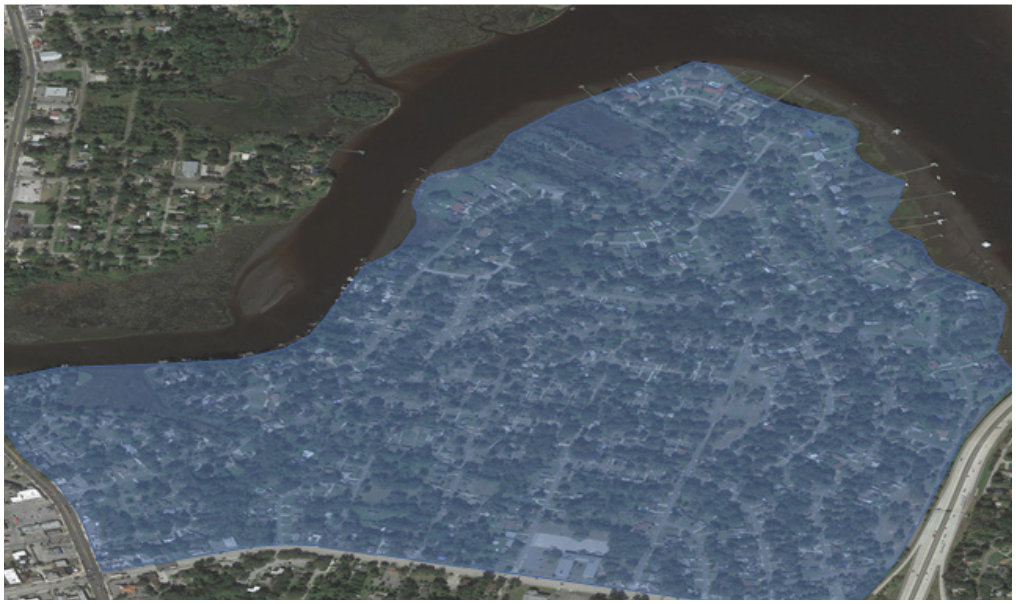
CONSTRUCTION COST
$17.5 million

The Challenge
FDOT sought to permit the 3.5-mile roadway widening of SR 50 from a two-lane facility to a four-lane facility in a highly developed corridor in Orange County. The numerous planned pond locations came with high estimated property costs of over $10 million and high contamination probability. Our team looked at the bigger picture in search of more cost-effective opportunities within the same drainage basins. Orange County owned several flood abatement sites that provided stormwater storage from major rain events. These were connected to canals with pop-off structures.

The Approach
Our solution turned these sites into regional ponds to compensate for the proposed widening of SR 50. The design deepened the flood plain storage ponds to create new wet ponds and routed each canal flow through the adjacent pond. This approach treated upstream flow from old, untreated neighborhoods. The new ponds removed enough nitrogen and phosphorus from the drainage basin to offset the additional nitrogen and phosphorus loading from the roadway improvements. FDOT estimated a $10 million right-of-way savings by using existing municipal property instead of privately-owned property. The innovative design also saved two years of right-of-way acquisition time in the project schedule.

LAKE FOREST DRAINAGE DESIGN
City of Jacksonville





OWNER REFERENCE
David Hahn
(904) 255-8793
hahn@coj.net

DESIGN COMPLETED
2008

CONSTRUCTION COMPLETED
2009

DESIGN FEE
$800,000

CONSTRUCTION COST
$31 million

The Challenge
As part of a septic tank phase out plan for the 250-acre neighborhood of Lake Forest in northern Jacksonville, the team was tasked with improving flooding problems and permitting roadway upgrades. Existing roads had inadequate stormwater conveyance or runoff storage, narrow travel lanes, and tight radius turns. Additionally, some properties and finished floor elevations were below the road elevations, tidal outfall locations were failing, and no properties were available for a proposed pond. The drainage had to be designed in conjunction with the proposed vacuum sewer infrastructure and plans were reviewed by both the City of Jacksonville and the Jacksonville Electric Authority.

The Approach
Our team investigated flooding issues by reviewing official complaints, visiting the site, interviewing property owners, and reviewing the surveyed collection systems. Drainage improvements included proposed conveyance swales, piped stormsewer collection, proposed treatment swales, cross drain replacements, conversion of some streets from rural to urban typical sections, and outfall pipe improvements. In some cases concrete or asphalt curbs were designed to prevent roadway runoff from flooding lower properties. The improvements were aligned to avoid existing neighborhood features such as trees and wetlands whenever possible. Design also included permanent erosion protection for steep channels, permitted treatment swales for road reconstruction through SJRWMD, and a stormwater discharge permit for outfalling into FDOT right-of-way.

DOBBS ROAD/KINGS ESTATE ROAD INTERSECTION IMPROVEMENTS

St. Johns County

OWNER REFERENCE
Greg Caldwell
(904) 209-0132
gcaldwell@sjcfl.us

DESIGN COMPLETED
2014

CONSTRUCTION COMPLETED
2015

DESIGN FEE
$300,000

CONSTRUCTION COST
$1.2 million

The Challenge

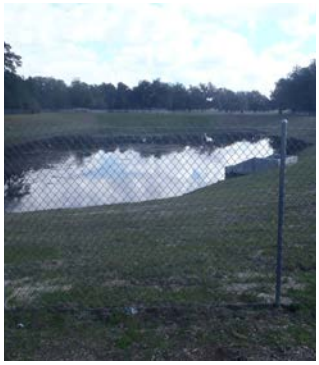
The Osiris 9 team was selected by St. Johns County to realign the intersection of Dobbs Road, Kings Estate Road, and Kings Road as required by the SR 207/SR 312 Area-Wide Study. The intersection is a major collector road to a single-access residential community and a light industrial corridor. Improvements were needed to alleviate traffic on the arterial SR 207, as well as improve sight distance and safety.

The Approach

The project began with an intersection study and transitioned to design and construction of the preferred intersection geometry. The intersection study developed five intersection alternatives which included roundabout alignments and signalized intersection alternatives. Design of the preferred alternative was expanded to include drainage improvements, intersection modeling, and a 500-acre off-site drainage basin. The innovative drainage solution incorporated the off-site drainage into our project saving the county an estimated $500,000 construction costs and eliminated a triple 36" jack and bore crossing under the FEC railroad.

CR 484 FROM SW 20TH AVENUE TO CR 475A

FDOT District 5



OWNER REFERENCE
Su Hao
(386) 943-5161
Su.Hao@dot.state.fl.us

DESIGN COMPLETED
2007

DESIGN FEE
$1.5 million

CONSTRUCTION COST
$7.8 million

The Challenge

STV is managing the design of interchange and intersection improvements along CR 484, an urban 4-lane divided roadway in Marion County, FL. Improvements include additional turn lanes and turn lane extensions at both the CR 484/I-75 interchange and the CR 484/CR 475A intersection. The existing roadway has a closed drainage system with a trunk line approximately 3,700 feet in length. This existing trunk line is on the south side of CR 484, and the widening is on the north side of CR 484. After award of the project, it was discovered that the existing trunk line did not have sufficient capacity to meet applicable criteria for the existing conditions, and therefore also did not have sufficient capacity for the additional impervious area related to the widening. Reconstruction of the existing trunk line to increase the size of the pipes would add pipe and drainage structure costs, and a significant amount pavement, curb and sidewalk reconstruction on the south side of CR 484, and further complicate the MOT design.

The Approach

STV designed a cost-effective solution that did not require reconstruction of the trunk line. The I-75 interchange is located at the mid-point of the existing trunk line, a large swale was designed within the interchange that allowed the existing trunk line to be broken into two pieces. The first piece is the upstream segment, which discharges to the swale and provides attenuation. The swale then discharges to the second piece, which is the downstream segment. A control structure inside the swale was designed to minimize the storm water discharge to the downstream segment. This design nearly creates a "start over" for the downstream segment of the existing system, and avoids up-sizing of existing pipes under the south curb line of CR 484. The design modifications resulted in an existing trunk line that now meets applicable criteria for existing conditions as well as the added impervious areas for the proposed conditions.

I-75 MILLING AND RESURFACING FROM US 90 TO I-10

FDOT District 2

OWNER REFERENCE
Leigh Ann Bennett
(386) 961-7451
leighann.bennett@dot.state.fl.us

DESIGN COMPLETED
2013

CONSTRUCTION COMPLETION
2017

DESIGN FEE
$750,000

CONSTRUCTION COST
$13 million

The Challenge

During construction of the I-75 milling and resurfacing project in June of 2012, Tropical Storm Debby passed through the I-75 project area. Two major drainage related issues were brought to light as a result of the volume and intensity of rainfall from the storm. The first issue was the embankment failure on the west side of I-75 near MP 20.39, and the second concern was to verify if the flooding of the Country Club at Lake City development on the east side of I-75 was caused by runoff from FDOT right-of-way. Following the storm event, FDOT contracted the services of another firm to perform a drainage study related to these two drainage issues. STV was hired to perform an independent review and update of the drainage study, and to offer recommendations.

The Approach

STV's analysis identified several low-cost recommendations that were implemented during the construction of the I-75 pavement rehabilitation project. First, to address the embankment failure on the west side of I-75, a concrete ditch adjacent to the I-75 right-of way line was constructed to intercept any significant off-site concentrated stormwater runoff that would have the potential to cause severe erosion. Second, to address the concern that FDOT runoff was contributing to the flooding in the Country Club at Lake City development, the drainage study demonstrated that the Country Club at Lake City development floods almost entirely due to its own drainage characteristics and the runoff from I-75 has minimal contribution. To prevent any contribution of I-75 runoff, the berm between I-75 and the Country Club at Lake City development was raised slightly to the design high-water elevation identified in the drainage study. There have been no issues identified with these implemented solutions since construction was completed in 2017.

HASTINGS FLOODING IMPROVEMENTS
St. Johns County

OWNER REFERENCE
Nick Perpich
(904) 209-0110
nperpich@sjcfl.us

DESIGN COMPLETED
2007

CONSTRUCTION COMPLETION
2010

DESIGN FEE
$85,000

CONSTRUCTION COST
$300,000

Project Manager Walter Nemecek, P.E., along with Deputy Project Manager Keith Jackson, P.E., designed and managed the improvements to alleviate flooding problems for Hastings Basin H-5 located in the residential area north of the railroad. This entire area of the city was plagued with historically full wet ditches and constant flooding from storm events as common as afternoon thunderstorms. After developing a detailed ICPR model of the major collection systems it was apparent that major adjustments to the outfall systems would be necessary to lower the tailwater and provide capacity within the ditch system. The existing outfall discharged into a feeder to Cracker Branch that was severely silted and within a conservation area that could not be maintained. The team chose to provide a new outfall system along Ashland Avenue that discharged directly into Deep Creek. The new outfall system made profile adjustments of less than two feet and could easily be maintained in the future.

RUSSELL SAMPSON ROAD REALIGNMENT AND FLOOD ALLEVIATION
St. Johns County

OWNER REFERENCE
Nick Perpich
(904) 209-0110
nperpich@sjcfl.us

DESIGN COMPLETED
2009

CONSTRUCTION COMPLETION
2010

DESIGN FEE
$750,000

CONSTRUCTION COST
$1.5 million

Deputy Project Manager Keith Jackson, P.E., designed a 2-mile realignment of this existing 2-lane rural roadway to a 2-lane urbanized section with an urban signalized intersection in St. Johns County, FL. The project's primary purpose was to reconnect historical hydraulic connectivity to mitigate flooding caused by the original construction of Russell Sampson Road. This was accomplished through the use of several low profile cross drains to minimize the profile adjustments and control construction costs. The project also included the design of two stormwater ponds, open and closed drainage conveyance, SWPPP production, and SJRWMD permitting. Design changes included raising the profile of existing Russell Sampson Road roadway and realignment of the road to create a signalized intersection with Sampson Way and SR 210. A roundabout was designed to improve operational function through the corridor. Intersection improvements were required on CR 210 and Sampson Way to add right turn lanes and new mast arm signalization designed to accommodate future widening of CR 210. Public involvement efforts were also required to address adjacent property owner concerns.

PORT ORANGE DRAINAGE STUDY
FDOT District 5

OWNER REFERENCE
Suzanne Phillips, P.E.
(386) 943-5321
suzanne.phillips@dot.state.fl.us

STUDY COMPLETED
2016

DESIGN FEE
$400,000

Project Manager Walter Nemecek, P.E. managed the team of drainage engineers, including Christian Gyle, P.E., responsible for the review of the impacts of the 25-year storm event on a historically flooded area along the Halifax Canal to propose solutions to maintain Dunlawton Avenue as an evacuation route. The study area is 110 acres of a 2,171-acre, canal-interconnected watershed. The team reviewed an existing SWMM Model for the watershed and flooding solutions previously designed for the City of Port Orange. The study area was modeled in ICPR 4 using inputs from the review of the existing SWMM Model. Recommendations were given for a new evacuation route roadway profile, for new construction options to reduce flooding in the area, for the cost to purchase at-risk properties, and how to further reduce flooding by purchasing at-risk properties.

CONTINUING SERVICES GENERAL ENGINEERING CONSULTANT CONTRACT
City of Jacksonville

OWNER REFERENCE
Duane Kent
(904) 255-8910
rkent.coj.net

DESIGN COMPLETED
2015

DESIGN FEE
$1.5 million

Deputy Project Manager Keith Jackson, P.E. served as the project manager and EOR for two City of Jacksonville Continuing Services GEC contracts. He implemented cost-saving strategies to deliver projects on schedule and on budget. Sample task orders delivered include:

The **Chestnut Drive Drainage Improvement** project reconstructed gutter grades and cross slopes to provide positive drainage and alleviate severe roadway ponding.

The **Duval Station Road Flood Alleviation** project provided flood alleviation to reconstruct and reconnect a ditch conveyance system to an existing stormwater treatment facility and the original outfall. This disconnect was created with the construction of First Coast High School in the early 1990s. Consequently, low-lying adjacent properties were flooded.

The **Rutledge Oaks Drainage Improvement** project constructed a closed cross drain system to convey stormwater that was flooding adjacent properties to the original outfall. The outfall was disconnected during previous roadway improvements and adjacent land development.

The **North Pearl Street Drainage Improvement** project modified gutter grades and cross slopes to provide positive drainage and alleviate severe roadway and pedestrian path ponding at the North Pearl Street and West 36th Street intersection.

5. PROJECT APPROACH

PROJECT APPROACH

Continual communication among the Osiris 9 team, SJC staff, CDBG-DR consultants, project stakeholders, and the awarded contractor is essential to deliver a final product that meets the intent of the CDBG-DR program. Osiris 9 proposes to use the following communication methods with our team and SJC staff:

- Kick-off meetings
- Weekly progress updates to SJC
- Weekly internal team meetings
- Monthly SJC board meetings
- Meeting minutes for internal and external meetings
- Single file location on SharePoint for all team members to access
- Public awareness through public meetings and SJC website
- Bidding and construction involvement support

CAPACITY

Our team offers SJC a substantial pool of qualified personnel with significant capacity available to handle multiple, concurrent assignments. Our thorough understanding of the anticipated scope and approach to accomplish the project is backed by a long history of successful project delivery as demonstrated in Section 4: Related Experience.

The proposed schedules provided in Section 6: Quality and Schedule Control demonstrate our plan to address the five projects concurrently. Our schedules provide ample review time for SJC, and we understand the need to stagger submittals to reduce the burden on County staff. Additionally, our project manager, Mr. Nemecek, recognizes the value of the County's time and anticipates attending an executive level meeting once a month to provide progress updates, maintain engagement and support, and attend additional executive level conferences as requested by the County.

Key Staff Availability

Both Project Manager Walter Nemecek and Senior Engineer Christian Gyle are 100% available to focus on completing these projects. The rest of our key staff are over 50% available to work on completing these projects, which means you are our top priority and you can depend on us to complete our tasks. Mr. Nemecek and Mr. Gyle are supported by over 50 local employees and specialty subconsultants, giving us vast resources to deliver multiple assignments and meet SJC expectations.

Working Relationships with Local Agencies/Organizations

The success of this project will, in large part, be attributable to seamless interface with multiple St. Johns County departments and stakeholders. Our team brings extensive SJC experience, and our understanding of your operations, preferences, and procedures will promote smooth delivery throughout the life of each project.

Ample Subconsultant Resources

Our team has sufficient manpower and resources to deliver multiple assignments, and our organization chart offers that type of team structure. The best way to address schedule is with a deep bench of highly qualified staff, and our team was assembled with that in mind. To accelerate field survey schedules and drainage easement mapping required for multiple concurrent projects, our team intends to use two survey firms, DRMP and Geomatics, since both of those items are critical path items to meet our schedule requirements.

Team Integration

The organization chart in Section 3 identifies key staff, reporting relationships, and the subconsultants who will be an integral part of our team. Project Manager Walter Nemecek, P.E. will manage Osiris 9 and all subconsultants, and work closely with SJC staff to successfully complete the five

assigned projects. As the single point-of-contact with SJC, Mr. Nemecek will establish and maintain clear lines of communication with SJC and all coordinating agencies. He will manage the activities of project technical leads and subconsultants in accordance with the established management plan for the project. Keith Jackson, P.E. of STV has been assigned the deputy project manager role to oversee the two tasks assigned to STV (Orange Street Drainage and Oyster Creek Basin Improvements), provide additional management for concurrent projects, and perform quality oversight in the office for those tasks.

It is critical that current project documents and information be accessible to our team members and SJC management. As such, we propose creating a secured SharePoint site that will allow authorized personnel to share working files, access project documents, and collaborate on assignments.

PROJECT APPROACH

Project success hinges on following a strong plan, assembling a quality team, and devoting the resources to prepare a quality product. Each of the five projects assigned as part of this contract have a specific plan detailed later in this section, however several services will be provided to all projects to maintain consistency and streamline processes. These services include the following:

DATA COLLECTION

Our GIS specialist Zhuan Loo will collect all preliminary data for property lines, Lidar, USGS quad maps, SCS soil survey information, national wetland inventory shapes, FEMA flood maps, SJRWMD basins, SJRWMD permits, and any other relevant data for each task's location.

WETLAND DELINEATION/MITIGATION

Carter Environmental Services (CAR) will perform a desktop evaluation for each project and site visits to identify potential wetland locations and field verify each site. CAR will field delineate the extent of jurisdictional wetlands per the current methodologies of the *USACE 1987 Corps of Engineers Wetland Delineation Manual* and *SJRWMD Florida Unified Wetland Delineation Methodology*, Chapter 62-340, F.A.C.

Wetland delineation will be an important factor for design and permitting

CAR will use a global positioning system (GPS) to locate the wetland line in the field and will depict the boundaries on an aerial photograph or provide GIS data on request.

Any wetland impacts associated with this project can be mitigated at one of the County's Regional Offsite Mitigation Areas (ROMAs). Filling or dredging upland cut ditches will not require SJRWMD or USACE mitigation. Upland cut ditches or other surface waters will need to be surveyed, depicted, and quantified on plans.

GEOTECHNICAL INVESTIGATION

A geotechnical investigation supporting the proposed stormwater system improvements is anticipated to include both standard penetration test (SPT) borings and auger borings along the proposed drainage alignment. The geotechnical investigation may include SPT borings or dynamic cone penetrometer soundings to identify the extent of very loose, raveled soils that may exist above and adjacent to the deteriorated corrugated metal pipes (i.e. leaking pipes) located below the existing roadway pavement.

Muck probes will be performed by hand along wetland areas to identify and delineate unsuitable organic soils that will require removal. SPT borings may also be performed at new box culverts or extensions to provide parameters for foundation design and soil design parameters for headwalls or end walls. Pavement cores will be performed along the proposed new pipes within the roadway to provide recommendations for pavement repairs/ reconstruction after the pipe installation.

CDBG-DR MANAGEMENT

Understanding

The Community Development Block Grant — Disaster Recovery (CDBG-DR) program is administered underneath the U.S. Department of Housing and Urban Development (HUD). The purpose of this program is to appropriate federal funds to grantees such as government agencies and non-profit organizations to provide disaster relief and long-term recovery for low- and moderate-income (LMI) persons impacted in a federally declared disaster area by the President of the United States.

Following Hurricanes Hermine and Matthew, HUD Federal Register (FR) Notices 82 FR 5591 (January 18, 2017) and 82 FR 36812 (August 7, 2017) granted $58,602,000 to the State of Florida through the CDBG-DR program in response to the Florida Department of Economic Opportunity's (DEO) Action Plan. The DEO Action Plan identified areas in Florida that met national objective criteria such as LMI. The action plan then quantified the remaining unmet recovery needs in these areas after the use of recovery funds from other sources (e.g. FEMA, state, local, charities, etc.). CDBG-DR funds were allocated to counties based upon demonstrated need to address the unmet needs. As required by the applicable FRs, at least 80% of the total funds provided to the State of Florida must address unmet needs within the HUD-identified "most impacted and distressed" area. St. Johns County was deemed "most impacted and distressed" due to Hurricane Michael's impacts, and was therefore allocated $45,837,520 to provide disaster relief to LMI persons. **100% of St. Johns County CDBG-DR funds will be expended only for allowable costs and eligible activities, and in accordance with the scope of work.**

St. Johns County entered into an agreement with the DEO (agreement # H2338) to devote a portion of the CDBG-DR funds to eight infrastructure projects. Five of those projects are included under this RFQ 19-14:

- Armstrong Drainage
- Orange Street Drainage
- Oyster Creek Basin Improvements
- Avenue D Drainage
- St. Augustine Boulevard and Cypress Road Drainage

The Osiris 9 team has provided individual engineering and teaming approaches in separate sections of this response for these five projects. Each project will be administered as a standalone task order under this contract. St. Johns County is bound by their contract with the State of Florida to several requirements enabling the DEO to oversee the use of the CDBG-DR funds and verify the funds for these projects are being used for their allocated purpose. Some of these requirements include:

- Quarterly progress and financial reporting
- Annual financial reporting
- Develop Activity Work Plans for DEO approval
- Provide scope changes to Activity Work Plans for DEO approval
- Submit updated budgets to DEO for the Infrastructure Recovery Program based on updated unmet needs data, ongoing design, and updated construction estimates
- Provide administrative closeout documentation
- Keep related documents for six years from the date DEO issues the final closeout

Consequent to these contractual obligations between St. Johns County and the state, our team will provide the following CDBG-DR services:

- Compile project documentation required for HUD/ CDBG-DR reimbursement
- Document change(s) in scope or additional work per CDBG-DR compliance for reimbursement
- Provide cost-effective and value-engineered infrastructure improvement alternatives/options which meet action plan requirements
- Satisfy all federal, state, and local agency CDBG-DR program requirements and provide adequate documentation
- Develop and provide weekly status updates to include a Plan of Action and Milestones (POA&M) for each project
- Attend all public presentations and meetings associated with each project, and participate in the County's designated CDBG-DR program workgroup

Approach

With this comprehensive understanding of the CDBG-DR program requirements and the requirements resulting from St. Johns County's agreement with the State of Florida, it becomes clear that the awarded firm must go beyond providing engineering services and prioritize compliance with all obligations essential to project success. Because of this importance, the Osiris 9 team will designate a local, single point of contact (POC), Christian Gyle, P.E., to verify our team's compliance with requirements, coordinate the timely submittal of required documentation, and coordinate resolutions for outstanding CDBG-DR issues with County, State, and federal personnel. It will be the POC's responsibility to lead the proposed approach outlined below.

CDBG-DR Compliance Kick-Off & Early Coordination

The Osiris 9 team's approach to providing the CDBG-DR related services begins with early coordination among key County personnel, the DEO grant manager, HUD representative, St. Johns County's contracted CDBG-DR compliance consultants such as Tetra Tech and ICF International, Inc., and the Osiris 9 team. We propose holding a CDBG-DR compliance kick-off meeting to gather comprehensive input during project scope development. **This will aid St. Johns County in developing successful Activity Work Plans that will lay a successful foundation throughout all project phases including design, contractor procurement, construction, and close-out.** The intent of early coordination is to set up a project framework by which our team can comply with the approved purposes identified in the activity work plan, harmonize with specific State and County reporting systems already in place (e.g. DEO's eCDBG reporting system), aid St. Johns County and the State in their compliance to the CDBG-DR program, and produce construction documentation (plans, details, specifications, etc.) that comply with applicable HUD and CDBG-DR requirements for construction including, but not limited to:

- Equal Employment Opportunity requirements
- The Davis Bacon Act
- The Copeland Anti-Kickback Act
- Contract Work Hours and Safety Standards Act
- Clean Air Act
- Federal Water Pollution Control Act
- Debarment and Suspension regulations
- Byrd Anti-Lobbying Amendment
- Section 3 Clause requirements
- General compliance with federal law, regulations, and executive orders
- Applicable state and local regulations

We will use Attachments B and C of St. Johns County's agreement with the State to develop the project budgets and activity work plans for each project.

Scope Changes & Activity Work Plan Revisions

Following initial scoping, projects are developed by way of an iterative process to identify the most efficient, cost-effective, and constructable design solutions. During this process, the project scope and budget may change by either expansion or reduction. **When scope change occurs, the activity work plan must be revised accordingly with DEO approving all revisions.** All revisions must be tied directly to the improvement of the identified project purpose that continues to meet the unmet disaster recovery needs of the identified LMI persons. Due to the contract time requirement to use all CDBG-DR funds within five years of the executed agreement between St. Johns County and the State on March 1, 2018, timely revision approvals are critical to maintain an expedited project lifecycle schedule. Therefore, the Osiris 9 team proposes the following approach for activity work plan revisions when scope changes become necessary:

1. Identify and document proposed scope change and necessary activity work plan revisions
2. Submit documentation to County staff regarding revisions
3. Coordinate with the County to verify the unmet recovery needs of the identified LMI persons are still being met and decide on next steps
4. If necessary, submit revisions to the DEO grant manager for approval
5. Meet with all key personnel to answer questions
6. Document the final decision and resolution

The Osiris 9 team will strive to provide comprehensive early scope development that will mitigate the need for future scope changes. However, if scope changes are necessary, our team will continue work on project sections that are not impacted by any proposed revisions to keep the project on schedule.

Record Keeping

Specific record keeping is required for CDBG-DR projects so the State of Florida can provide:

- General administration
- Financial management
- Verify progress of the projects and activities
- Assess national objective compliance (LMI for the projects in this contract)

As previously discussed, St. Johns County is also required to keep records and provide updates to the DEO grant manager for fund-use verification, fraud protections, and expenditure reimbursements. These reports are listed in Attachment H of the agreement and are available from the DEO grant manager. The Osiris 9 team will aid the County with completing these reporting requirements as it applies to the engineering services of each project. These required reports include:

- Monthly Progress Report (form SC-65) — must be submitted to DEO 15 calendar days after the end of each month
- Contract and Subcontract Activity (form HUD-2516) — must be submitted by April 15 and October 15 each year
- Administrative Closeout Report (form SC-62) — must be submitted to DEO within 45 calendar days of the agreement termination date
- Audit Certification Memo (form SC-47) — must be provided to DEO no later than nine months from the end of St. Johns County's fiscal year
- Audit Compliance Certification — must be emailed within 60 calendar days of the end of each fiscal year
- Section 3 Summary Report (form HUD-60002) — must be submitted by July 31each year

Additionally, the State of Florida must also maintain a clearly defined process for acquiring, organizing, storing, retrieving, and reporting information about CDBG-DR funded activities. To accomplish this requirement the State has set up the eCDBG reporting system. It is crucial that current project documents can be accessed quickly with certain information accessible to citizens. **As such, we propose creating a secured SharePoint site located on STV servers that will allow permitted personnel at federal, state, and county levels to have access via the Internet to current project documents at any time and transfer them to government owned networks.** Specific documents that will be required for the Osiris 9 team to submit and upload to the SharePoint site should be determined at the CDBG-DR compliance kick-off meeting. However, documents that we propose uploading and storing include, but are not limited to:

- Osiris 9 team RFQ 19-14 response
- Master contract documents
- Task order documents
- Activity Work Plans and history of revisions
- Weekly progress reports
- Monthly invoices with labor back-up
- Milestone construction documents
- QA/QC documents

Chapter 6 of the *CDBG-DR Monitoring Handbook* also provides a record keeping template for monitoring infrastructure projects (Exhibit 6-4). Sections of this template can be used for each project to capture all data that the CDBG-DR program has deemed critical. The Osiris 9 team can also directly upload project specific documents to the DEO's eCDBG reporting system as needed and required by St. Johns County. If direct uploads are required, each Osiris 9 team member that will be required to upload to the eCDBG system will complete the necessary eCDBG Access Authorization Form.

Duplication of Benefits (DOB) Awareness and Adequate Reporting

Federal law prohibits any person, business, or other entity from receiving federal funds for any part of such loss as to which he has received financial

assistance under any other program or from insurance or any other source. Therefore the State of Florida must have policies and procedures in place to:

- Prevent DOB
- Verify CDBG-DR awards are necessary and reasonable
- Monitor compliance
- Recapture funds if a DOB occurs

DOB is a very serious concern and potentially exposes project funding to unintended misuse and penalties. Therefore, the Osiris 9 team will continually coordinate with St. Johns County to verify the CDBG-DR funds are being used for disaster recovery efforts that are unmet by other funding sources. If such a case arises that our team becomes aware of the application of other funds for scope identified in the activity work plan, St. Johns County will be notified and a resolution will be pursued immediately.

Citizen Participation Plan

Citizen participation is both encouraged and required throughout the CDBG-DR grant process. The Citizen Participation Plan (CPP) within the State's action plan describes how the public will be informed and engaged throughout the grant's life-cycle. Important requirements to consider as these projects progress in relation to citizen engagement include:

- Any changes to the current CPP should be displayed on the State's disaster recovery web page
- The details on each recovery program with links to all action plans, citizen participation requirements, performance reports, contracts, program availability, requirements, and quarterly progress reports should be available on the State's disaster recovery web page
- The State may also supplement with electronic mailings, press releases, statements by public officials, media advertisements, public service announcements, and neighborhood organizations to include those which perform outreach to populations disproportionately impacted by a disaster such as senior citizens, persons with disabilities, and those with low and moderate incomes
- All information must be available in an accessible format for persons with disabilities or Limited-English Proficiency

As with any infrastructure project, citizen complaints are likely. Therefore, it is the goal of the State to provide an opportunity to resolve complaints in a timely manner, usually within 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. When a complaint arises, the Osiris 9 team will aid the County in a timely fashion to comply with DEO's complaint resolution process to investigate, resolve, and make a determination with follow-up actions as needed.

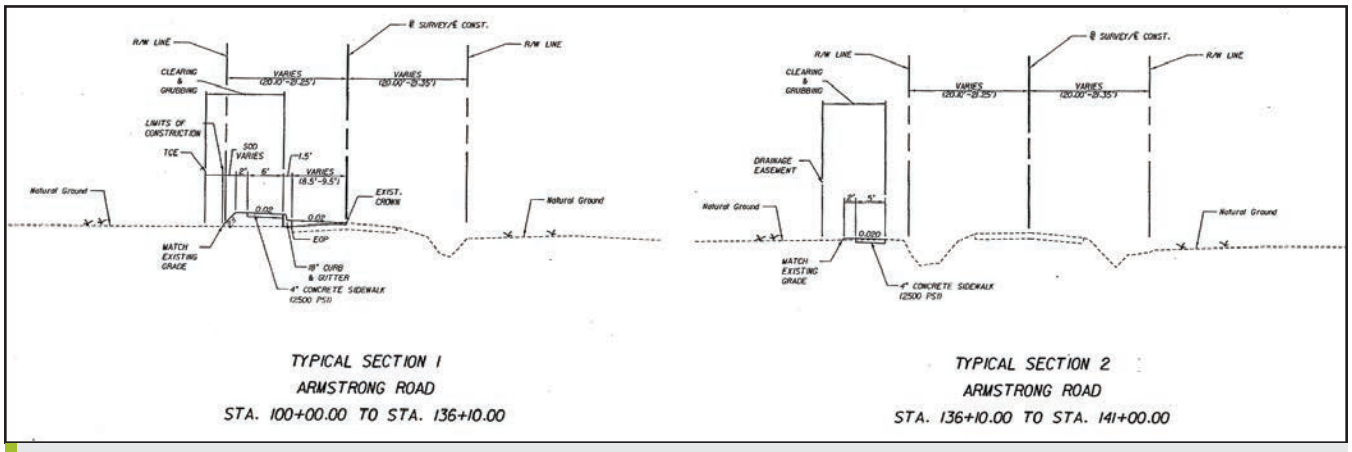
Citizen engagement is an important part of the CDBG-DR program. The Osiris 9 team has dedicated key personnel to coordinate with the County to provide stakeholder outreach and public involvement services. Mr. Tom Percival will lead our public involvement and agency coordination efforts. He has over 40 years of industry experience including moderating public meetings and public hearings. During his time at the Florida's Turnpike Enterprise, Mr. Percival attended and moderated more than 200 meetings and developed a keen insight related to public concerns and methods to build public consensus. Mr. Percival has contacted and engaged the public in varying degrees of involvement, including simple tasks of contacting one to five property owners near an impacted area, moderate efforts of identifying and contacting entire neighborhoods in an impacted area, and complex methods of applying a distanced buffer along impacted segments in a city to identify the affected property owners.

ARMSTRONG DRAINAGE PROJECT

Project Understanding

The objective of this project is to update the existing Armstrong Road Sidewalk Improvement plans dated November 2007. Our approach will meet the following objectives:

- Revise plans to conform to County standards
- Reflect current site conditions
- Review and update County-wide Stormwater Model for flooding improvements along this corridor
- Design stormwater system improvements to alleviate localized flooding and provide adequate drainage



Armstrong Road sidewalk typical section from November 2007 plans

Our team will work to provide cost-effective and value-engineered infrastructure improvements. Such improvements would include, but are not limited to:

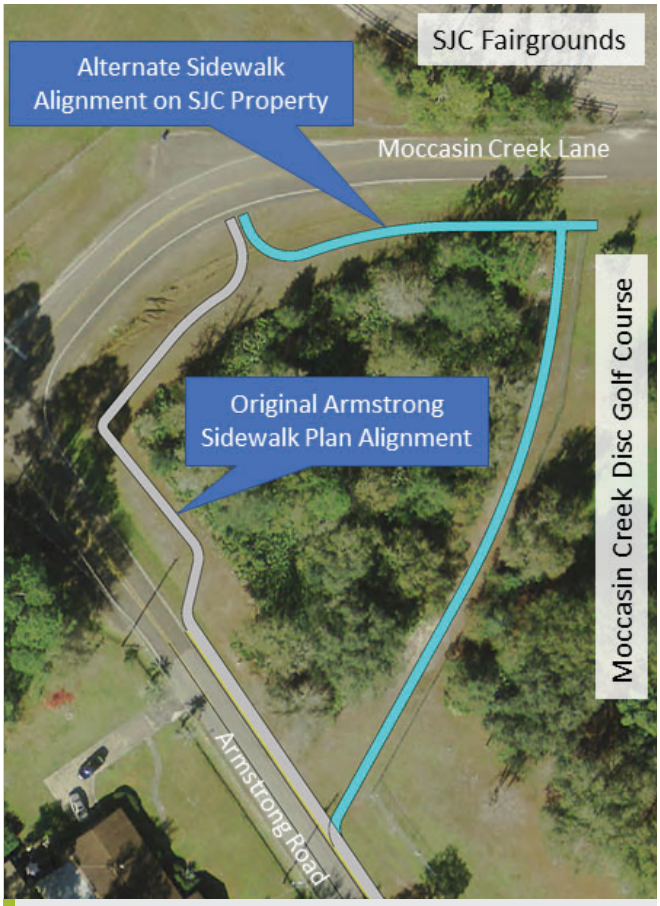
- Proposed sidewalk
- Using existing sidewalk in Armstrong Park
- Cross slope correction
- Milling and resurfacing
- Replacing deteriorated corrugated metal pipes with reinforced concrete pipes
- Adjusting pipe inverts
- Re-shaping swales and ditches for positive, continuous drainage
- Analyzing drainage culvert conditions and the need for full replacement
- Lighting the sidewalk at higher probability conflict points between vehicles, pedestrians, and bikes to reduce the likelihood of accidents and injuries in areas near the park and bicycle trail crossing

Routing the new sidewalk through Armstrong Park will save several trees

- Evaluating the condition of the south side of Armstrong Road for the need to mill and resurface
- Extending culvert extensions for safety
- Improving roadside shoulders
- Shallowing ditch side slopes
- Designing in 3-D
- Adding signage for bike trial crossing

Our staff has familiarized ourselves with the concept plans including the typical section, alignment, and purpose. We have reviewed existing plans, property boundaries, permits, the County-wide Stormwater Model - Southwest Regional Model (SWRM), and GIS layers including soils, contours, and endangered species. We will use your existing data to avoid unnecessary costs. The current plans require a temporary construction easement (TCE) for re-grading outside the existing ROW and **a permanent drainage easement (PDE) from four property owners along the north side of the existing ROW for the County to maintain culvert extensions and ditch grading.** Along with cross slope correction and proposed sidewalk, the updated design plans will maintain positive drainage, extend viable drainage pipes, replace deteriorated pipes, implement ADA requirements, protect pedestrians from drop-offs, and remove and replace existing signs.

Neighborhood improvements since 2007 include the construction of the East Coast Greenway bike trail, the Moccasin Creek Disc Golf course, and the Armstrong Park Trail Head. The East Coast Greenway bike trail will require new signing and marking and an ADA sidewalk crossing. The Armstrong Park Trailhead adds new driveway crossings. The disc golf course



Alternate sidewalk location would provide a more direct route

could benefit from a more direct sidewalk route on County property. This should be investigated as an alternative sidewalk location since there is evidence it is used as a worn route currently.

Due to the age of the plans, it is highly likely that the survey was created with international feet as the units of measurement instead of today's industry standard U.S. survey feet, **which would cause a misalignment between the CAD drawings and construction of approximately 4 feet.**

Users need ADA compliant facilities

Deteriorating pipe is collapsing and causing roadway settlement

Our team has performed multiple site visits to gain firsthand knowledge of the area. One resident reported that a cyclist was hit by a car and carried more than 100 feet because neither saw the other in time to avoid a collision. We also identified that sidewalk users in this area will benefit from a design that is ADA compliant.

The existing road typical section is crowned while collection and conveyance for the project mainly consist of swales and ditches broken by driveway culverts. The existing pavement shows areas of cracking and settling that could use additional material strength from the added pavement. The driveway culverts vary in size, level of deterioration, and blockage and are not coordinated to increase as the contributing drainage area increases. Some culverts appear to be at the end of their service life and the road improvements could be undermined by the collapse of these pipes.

Our staff have experience on similar projects with sidewalk design and collection system improvements. Our local, relevant projects with design include:

- Hastings Sidewalk
- SR 16 and IGP Intersection Improvements
- Pine Forest Drainage Improvements
- Lake Forest Drainage Improvements
- Ravenswood Drainage Improvements
- Cornell Dartmouth Harvard Drainage
- Dobbs Road/Kings Estate Road Intersection Improvements
- CR 210 Widening

Some of our other notable sidewalk designs with accompanying drainage we have designed recently are Holland Park and I-275 Carver City Improvements. All permits for the local projects were obtained through the SJRWMD. This experience has equipped our team to develop infrastructure improvements, pinpoint conveyance problems, and design solutions to decrease flooding, improve inundation recovery, and minimize future maintenance.

Through our research and experience, we identified the following preliminary list of challenges to achieving the County's goals and objectives.

- Necessary easements must be defined early to prevent schedule delay
- The East Coast Greenway bike trail crossing needs unique and adequate signing and pavement marking
- Property owners do not typically prefer to cut down mature trees for minor improvements
- Some lots drain towards the roadway, therefore a raised sidewalk will cause ponding
- Old survey data could cause errors in construction
- Culvert service life

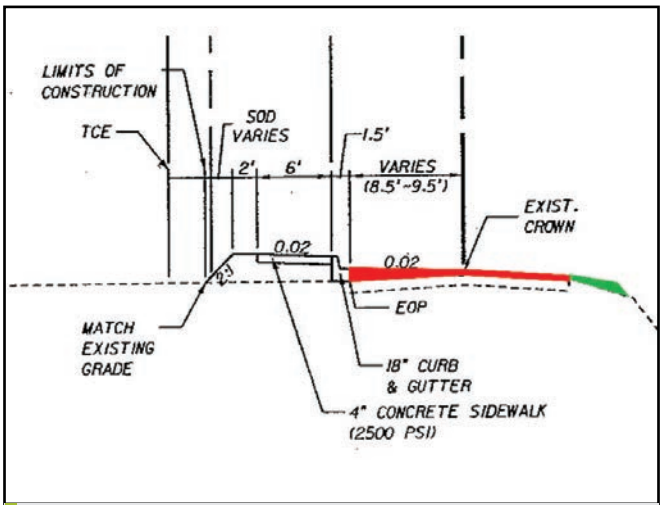
Adequate signing and marking will be provided for the trail crossing

Project Approach & Methodology

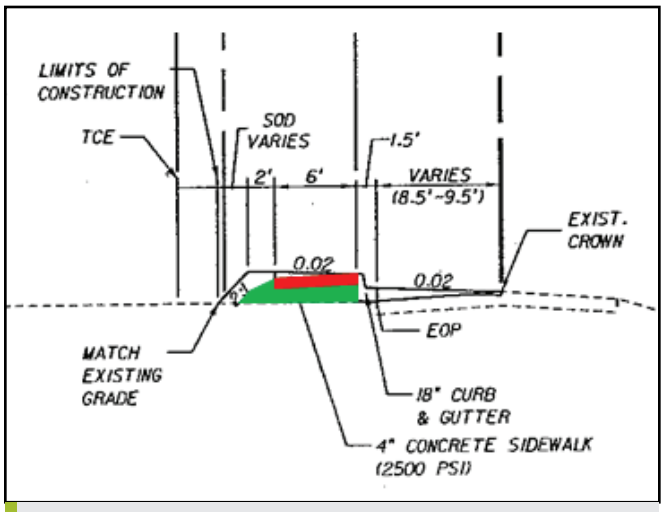
Our design incorporates the local and regulatory requirements for the preferred drainage improvements. Our team will update the current engineering plans to conform to current St. Johns County standards and reflect changes in the neighborhood since the plans were developed in 2007. Additionally, some design elements are based on FDOT standards and specifications to reduce risk during construction. The proposed improvements are based on old survey therefore new survey will be obtained in areas of new development. Our designers will coordinate with County surveyors and our subconsultant surveyor to properly geo-reference the data in Florida State Plane coordinates to avoid costly errors during construction. Our staff will design the roadway and collection system geometry and will identify TCEs and PDEs early in design so the County can begin the ROW process.

Our team has identified several improvements to the Armstrong Sidewalk plans. The most notable are sidewalk slope reversal, full mill and resurface, routing sidewalk through Armstrong Park, providing ADA ramps, and designing in 3-D.

Where the pavement is cracking due to factors such as shoulder erosion and pipe collapse, the pavement could be strengthened with the addition of a new layer of asphalt. The original design only improved the north half of the road, but in the past 11 years the asphalt condition has deteriorated. A new typical section should be considered in which 0.75 inches of asphalt is milled and 1.5 inches of new asphalt is placed on the south side of the road. The north side of the road will still receive cross slope correction to drain runoff to the south ditch and to construct sidewalk on the north side.



Estimated typical section modifications: Complete resurface and stabilized shoulder

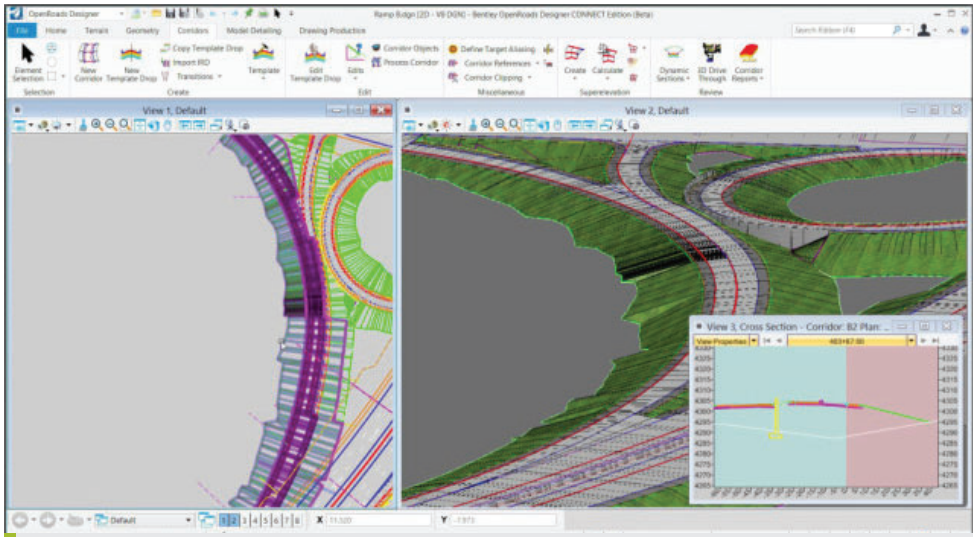


Estimated typical section modifications for sidewalk slope reversal

Reversing the sidewalk slope will cut down on fill material and reduce the footprint/encroachment into private property which could reduce TCE and PDE widths. Creating a 3-D design will provide more accurate limits of construction, grading plan, and earthwork quantity. Our staff can visualize drainage problems like low points behind the sidewalk where properties slope toward the sidewalk instead of away from it. Routing the sidewalk through Armstrong Park will reduce construction and avoid removing mature trees and diminishing neighborhood aesthetics. A key pedestrian safety element for this project is encouraging adherence to the 25 mph speed limit on the roadway by adding speed bumps, proper signage, and possible lighting near the bicycle crossing and Armstrong Park.

All design updates will be incorporated into a revised 60% plan set for SJC's review. All details necessary for construction will be added to the plans including specific construction details for structures and unique designs, pertinent regulatory details, erosion control plans, traffic control plans, and signing and marking plans (as needed). The design will likely include culvert replacements, headwall design, roadway improvements, and permanent erosion protection. Drainage calculations will accompany the 60% plans. After the County's review, our engineers, the County's PM, and SJRWMD will meet for a pre-application meeting. At this meeting we will obtain buy-in from the permit reviewer for our engineering design. **Our team will submit the SJRWMD's Pre-Application Meeting Form in advance of the pre-application meeting to alert review staff of the proposed improvements, clearly communicate all project objectives during the meeting, and confirm all permitting analysis and application requirements are clearly understood.** If a permit is required, we use both the plans and calculations to create the permit application to the SJRWMD and USACE.

After 60% review comments are incorporated into the design, we submit 100% plans for County approval. Minor comments, if any, will be applied to the engineering design plans and technical specifications necessary to compile a complete bid package for the purpose of bidding the construction of this project. The submittal of complete plans will include a cost estimate for the County to use for contractor bid review. Following design, our staff will remain available for procurement services including bidding questions and addendum writing. After the County awards the contract, our team will be available to provide clarification for the contractor during the construction phase and assistance with any unforeseen issues.



3-D models show accurate limits of construction between standard 50-foot cross sections

ORANGE STREET DRAINAGE IMPROVEMENTS PROJECT

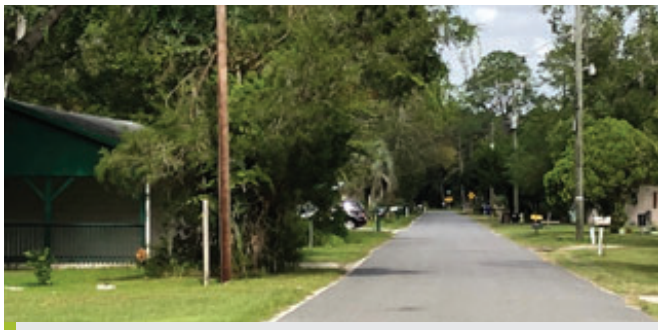
Project Understanding

The project is located in West St. Augustine, east of South Holmes Boulevard and south of CR 214. As part of the CDBG Disaster Relief program, improvements to the drainage infrastructure and outfall system will benefit this economically disadvantaged neighborhood. We understand that this area has been impacted by major storms. Flooding that occurs due to major storms, such as Hurricane Matthew, does more than cause inconveniences, it results in severe property damage and safety concerns.

Our staff has familiarized ourselves with the history of the drainage problems and the purpose of the drainage improvements. We have visited the site and examined available online data, such as FEMA maps, USGS quad maps, and contour data from the St. Johns County iMAP website. Additionally, we reviewed plans and permit documents through the SJRWMD website.

The objective of this project is to determine viable solutions to alleviate flooding. Our understanding of the existing drainage conditions are as follows:

- The existing profile on Orange Street is relatively flat. There are high points and low points along the alignment, but generally, these elevation differences are minor. The majority of the existing profile has grades less than 0.3%.
- From South Brevard Street to West 12th Street, the profile is approximately 35 feet in elevation. The profile rises to elevation 36 feet approximately 475 feet north of West 12th Street, and then sawtooths between 36 feet and 36.5 feet to the northern end of Orange Street.



The profile of Orange Street is relatively flat through the project limits.

- Some sections of Orange Street have shallow swales with side drains under driveways. Other sections of Orange Street do not have swales.
- The runoff pools and sheet-flows down the roadway and across the adjacent properties simultaneously.
- Runoff along Orange Street travels south and discharges to an existing ditch that runs south and is located south of W 15th Street
- This ditch extends for approximately 700 feet before it discharges to an existing 15-acre pond. The Property Appraiser's website shows that the pond is partially owned by SJC and partially owned by V J Usina III.
- Properties adjacent to Orange Street are both higher and lower than the elevations along Orange Street. Consequently, off-site contributions will need to be considered in the conveyance system.
- Sections of Orange Street convey runoff offsite where it pools in off-site low-lying areas

During our site visits we also had the opportunity to talk to the resident of 1055 W 15th Street who informed us that the ditch leading to the existing pond does flood, and the flood waters backup into the Orange Street neighborhood.

Although there is localized flooding, the FEMA flood map shows the neighborhood and the outfall pond as being outside regulated flood zones. Orange Street is not an official evacuation route, and the neighborhood and outfall pond are not located in an official Evacuation Zone. However, improving flooding conditions in this area will provide a safer and more reliable exit for residences in the event of a major storm requiring evacuation.

Project Approach & Methodology

Our team will update the existing design plans to alleviate flooding of properties adjacent to the roadway and convey stormwater runoff to the existing pond located at the southernmost end of South Orange Street. We will develop solutions that provide:

- Flood reduction
- Faster recovery following storm events
- Enhanced roadway conditions for evacuation purposes

Once potential solutions have been vetted, we will make recommendations to St. Johns County, then proceed with permitting efforts and design plans to compile a complete package for the purpose of bidding that will implement the drainage solution. **In addition to the design phase, our team will provide post-design services as requested by St. Johns County, including engineering Services During Construction (SDC), attendance at the pre-construction meeting, assistance with RFIs, and attendance at public presentations.**

We have reviewed the existing 30% plans and have identified improvements that can be made to solve the following issues:

- Some areas along Orange Street still have off-site contributions that are not being collected, and there will be localized areas of flooding.
  - *Solution: More inlets are needed to make sure all areas have a drain with positive outfall.*
- Drainage structure ST-7 has a pipe invert of 26.70, but cannot discharge until the water stages up to the rim elevation of 34.84. Furthermore, the lowest adjacent ditch elevation is approximately 33.00. The hydraulic grade line in the pipe system will back up and Orange Street will flood much like it does today (no improvement to the drainage characteristics).
  - *Solution: Re-grade the outfall ditch and replace the DBI with an end wall or MES, or pipe the runoff the entire way to the downstream pond.*
- Every inlet that is constructed on the west side of Orange Street is a potential utility conflict with the existing water line.
  - *Solution: Invert the crown of the road and construct the collection system away from the water line. This is discussed in Option #2 on the following page.*

This project is similar in concept to the Pine Forest and Lake Forest projects discussed in Section 4: Related Experience. That project also involved improving flooding problems and permitting roadway upgrades. Existing roads had inadequate stormwater conveyance, narrow travel lanes, and some properties were below the road elevations. From this experience and our preliminary review of the Orange Street Drainage Improvements project, several options have already been considered in our preliminary assessment. We have detailed two of the options, in no order of preference.

Option #1: Mill and resurface Orange Street and update the conveyance system from the existing 30% plans. The conveyance system design will be updated. The roadway runoff would collect on both sides of the road as it does in the existing condition. Ditch grading would be performed to drain the runoff to ditch bottom inlets. Because of the sawtooth profile and existing profile grades less than 0.3%, it is not advised to use curb or valley gutter for a majority of Orange Street. Where the Orange Street profile is 0.3% or greater, we would consider valley gutter to minimize ROW impacts. Ditch grades and ditch bottom inlets are needed to capture runoff in the local ponding areas. These ditch bottom inlets would then discharge through a pipe system to the outfall ditch that begins at the Orange Street and W 15th Street intersection. However, this option has two potential problems that need to be vetted.

1. Easements over adjacent properties will be required. The proposed ditch grading will need to be performed in the road ROW and the adjacent private property, since the ditch straddles both properties several times. Some adjacent homeowners currently have fences that are located inside the ditch area. The conveyance design will need to be completed quickly after NTP so that there is sufficient time in the schedule to acquire the easements from the private property owners before construction is scheduled to begin.
2. There is an existing 12-inch water line adjacent to the pavement on the west side of Orange Street. Every ditch bottom inlet placed on this side of the road will conflict with the water line. The water line will need to be adjusted or relocated around the proposed inlets. The easiest adjustment would be to route the water line around the back side of the inlet. However, if there is insufficient room within the ROW for this adjustment, either another easement will be required, or the water line will need to be adjusted to go under the inlet or around the front of the inlet under the pavement.

Maintenance of traffic for this option should be straight forward. Since the existing water main is on the west side of Orange Street, the proposed trunk line will be constructed on the east side of Orange Street. Starting from the downstream end, the proposed trunk line can be constructed

in the northbound lane while local traffic uses the southbound lane. Once the trunk line is installed, the lateral pipe crossings can be constructed, and the local traffic can be shifted to the northbound lane. Then the ditch bottom inlets and utility adjustments to the water line can be constructed in the southbound lane. Finally, the entire roadway can be milled and resurfaced.

Option #2: Reconstruct Orange Street, invert the crown of the road and design the collection system down the center of the road. The profile of Orange Street would be adjusted to have a minimum of 0.3% longitudinal grade. To tie into the existing ground near the ROW line, a sawtooth profile will be necessary. Due to the inverted crown, water from the road ROW will stay within the roadway footprint and not leave in areas where the off-site property is lower than the road grade. Also, off-site discharge will be more easily collected and the road will essentially act as a shallow swale that will have the capacity to collect the stormwater before it has a chance to travel down Orange Street and flow off site at another location. This option also has other benefits:

- A reduction in the number of inlets, since collecting water on both sides of the road will not be warranted with an inverted crown roadway
- No impacts to the water line, since the trunk line and inlets will be located in the center of the roadway
- Reduction in the number of easements needed. We anticipate still needing easements where ditches need to be filled in slightly to allow the off-site flow to drain onto the roadway pavement, but in areas where there is no existing ditch, a proposed ditch requiring easement can be avoided.

Ditch obstructions and sediment will be removed to improve flow

Maintenance of traffic for this option will be more complicated than Option #1 since the entire roadway will need to be reconstructed. Our team will develop a maintenance of traffic plan that will likely involve a combination of phased construction, temporary detours, and temporary single-lane closures.

Both Option #1 and Option #2 will include upgrades to the outfall ditch that begins at the W 15th Street and Orange Street intersection. This ditch extends for approximately 700 feet before it discharges to an existing pond approximately 15-acres in area. Our design effort will include evaluating this outfall ditch for capacity and make sure adequate flow area is available. If necessary, this outfall ditch may be converted to a piped outfall to the pond. As part of that effort, we will make sure any debris or sedimentation that has blocked flow in the ditch is removed. For instance, on our site visits we observed a large concrete pole and its footer that were placed on its side, obstructing ditch flow.

We have observed through historical imagery that the existing pond that serves as the outfall for the Orange Street neighborhood has been altered numerous times. Some of these alterations have made the pond smaller, which takes away capacity for flood storage. If the County agrees, we recommend modeling the pond for modifications to increase flood storage and to maintain positive outfall during major storm events.

In areas where the adjacent property is lower than the roadway, another potential solution to alleviate flooding for the property owner is installing yard drains that connect to the proposed drainage system. This would help existing property owners eliminate flooding on their property and have positive outfall.

Each potential solution may require a different type of permit. Once the drainage design nears completion and a recommended option has been chosen, **our staff will conduct a pre-application meeting with SJRWMD to communicate project objectives and come to an understanding of the necessary permit application requirements.**

OYSTER CREEK BASIN IMPROVEMENTS PROJECT

Project Understanding

The project area is located in West St. Augustine, near King Street, from Park Avenue east to the FEC Railroad that is east of North Rodriquez Street. As part of the CDBG-DR program, improvements are needed to the drainage infrastructure and outfall system in this area. This neighborhood has been impacted by recent major storms.

Prior to the design of the improvements, a drainage study will be performed in accordance with the scope of services. Our staff has familiarized ourselves with the history of the drainage problems and the purpose of these drainage improvements. We have visited the site and examined available data, such as FEMA maps, USGS quad maps, and contour data from the County's iMAP website. Additionally, we have reviewed the plans and permit documents through SJRWMD for the "West Augustine Drainage Improvements (CDBG-Ph 1)" permit number 40-109-82210-1. This previous project is similar in scope in that it used CDBG funds to construct stormwater improvements to remedy existing drainage problems. The West Augustine Drainage Improvements project similarly provided improvements to a neighborhood adjacent to King Street and also discharges to Oyster Creek.

The objective of this project is to determine viable solutions to alleviate flooding and coordinate with the City of St. Augustine so that no adverse interactions are caused between this project and the HMGP Oyster Creek Improvements project. Our understanding of the existing stormwater conveyance system within the Oyster Creek Basin Improvements project footprint is as follows:

- There is an existing high point on Cathedral Place, just east of the Park Avenue intersection
- Stormwater runoff flows east toward North Rodriquez Street
- There is a significant elevation difference from the high point to the intersection of Cathedral Place and North Rodriquez Street
- As the runoff continues to flow east, the elevation differences minimize, and the runoff makes its way to a 36-inch pipe culvert under the FEC Railroad
- The area between North Rodriquez Street and the FEC Railroad consists of single family homes and a parking lot for New Saint James Missionary Baptist Church which have been flooded in the past due to storm events
- As the stormwater runoff crosses under the FEC Railroad, it is then collected in a piped conveyance system along King Street
- This piped conveyance system then routes the stormwater runoff under King Street to a ditch, that combines with Oyster Creek approximately 200 feet south of King Street

Although there is localized flooding, the FEMA flood map does not have the area upstream of the FEC Railroad designated as a flood zone. Downstream of the FEC Railroad is designated FEMA Flood Zone AE. King Street is not an official evacuation route, but the project area is inside Evacuation Zone B. Improving flooding conditions in this area will provide a safer and more reliable exit for residences in the event of a major storm requiring evacuation.

In addition to our technical research, we have reviewed news articles related to the drainage concerns in this area. Specifically, the article published by *The St. Augustine Record* titled "West Augustine church seeks resolution with St. Johns County for stormwater drainage issues" on September 28, 2016, and the article published by First Coast News titled "St. Augustine church claims county broke its promises to maintain drainage system" on May 5, 2017. These articles discuss drainage problems with New Saint James Missionary Baptist Church and the area between the church and the FEC Railroad. These articles point out a history of coordination among the church and SJC. **Our efforts will be sensitive to the history of coordination and we will endeavor to develop solutions that will be beneficial to both the New Saint James Missionary Baptist Church and also SJC.**

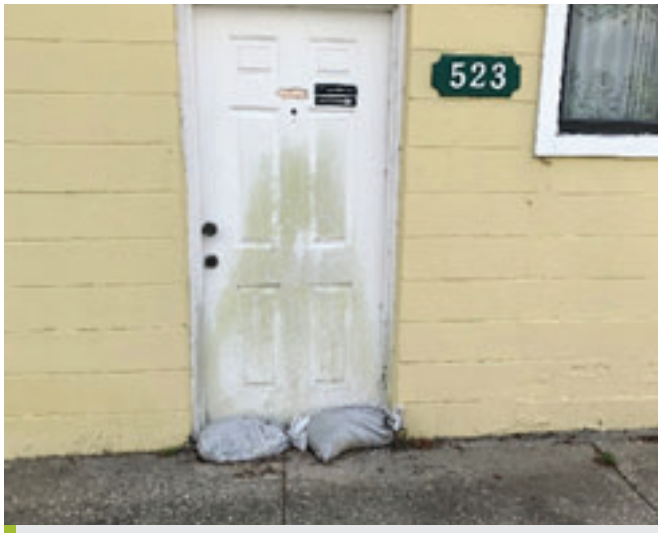
Project Approach & Methodology

Our team will perform a drainage engineering study to recommend system improvements, alleviate flooding, and provide adequate drainage. We will incorporate all available data into a stormwater model, develop solutions that provide flood reduction, faster recovery following storm events, and provide enhanced roadway conditions for evacuation purposes. Once potential solutions have been vetted, we will make recommendations to SJC, then proceed with permitting efforts and design plans to compile a complete package for the purpose of bidding that will implement the drainage solution. **In addition, our team will provide post-design services as requested by the County, including engineering services during construction (SDC), attendance at the pre-construction meeting, assistance with RFIs, and attendance at public presentations.**

This project is similar in concept to the Pine Forest Drainage Design project discussed in Section 4: Related Experience. That project also involved providing drainage improvements to alleviate flooding and included a preliminary study and stormwater model. From this experience and our preliminary review of the Oyster Creek Basin Improvements project, several options have already been considered in our preliminary assessment. We have detailed two of the options below.

Option #1: Increase the flow area of the culvert crossing under the FEC Railroad. This option would be accomplished via a jack-and-bore of a new pipe(s) under the railroad. This culvert crossing is the outfall for the single family homes and parking lot that experiences flooding, and at first glance, this would appear to be a viable option. Our drainage study will include an analysis of this option. However, this option has two potential problems that need to be vetted.

1. The piped conveyance system under King Street will need to have the capacity to accept more flow. If the existing conveyance system under King Street does not have sufficient capacity, the additional flow from upsizing the culvert under the FEC Railroad could potentially cause flooding at the low point of King Street, which is located approximately 110 feet west of N. Whitney Street. Near this low point is a building with a doorway facing King Street. During our site visit to this area we observed sandbags that have been placed at the threshold of this doorway. It is possible that these sandbags are placed to prevent sheet flow from entering the building as runoff is discharging to the low point. It is also possible, however, that these sandbags were placed because the low point floods and water stages up to the doorway. The drainage solution for this area needs to consider potential flooding at this low point on King Street, and simply increasing the culvert size under the FEC Railroad may exacerbate an existing downstream drainage problem.



Sandbags placed at doorway of 523 West King Street

If a drainage problem is discovered on King Street, a potential solution to alleviate flooding could be included as part of this project. Possible drainage restrictions that might contribute to flooding at this low point could include:

- *Undersized pipes that convey runoff under King Street*
- *Undersized ditch section downstream of the low point on King Street*
- *Downstream obstruction in the ditch or Oyster Creek*

The drainage analysis will include modeling by updating the County-wide Stormwater Model — West Augustine Regional Model (WARM) and will extend all the way to US 1. Potential solutions to the above mentioned restrictions could include:

- *Increasing the size of the culvert under King Street*
- *Ditch improvements downstream of King Street which may be as simple as regrading ditch segments that may have been obstructed with debris or sedimentation*

2. If a jack and bore pipe under the FEC Railroad is required, it should be noted that this will require coordination with the FEC Railroad. A permit will be needed as well as a design that will meet all FEC criteria, which are typically more stringent than County and FDOT criteria. The Osiris 9 team has coordinated with railroad entities numerous times on many of our transportation projects. This experience will aid in coordination efforts for this project. Leading our FEC coordination efforts is Randy Frederick, a rail industry leader for over 30 years. Randy will guide our team through the difficulties that may be presented in procuring an FEC permit.

Option #2 – Design a new pond upstream of the FEC Railroad to provide attenuation. A new pond would be constructed hydraulically upstream of the FEC Railroad, and hydraulically downstream of the single family homes and parking lot that experiences flooding. Conveyance systems would potentially need to be modified such that the surrounding area drains to this pond first before entering the ditch that discharges to the culvert under the FEC Railroad. The pond would be designed to accomplish two purposes:

- Reduce flooding to the adjacent single family homes and parking lot for New Saint James Missionary Baptist Church
- Reduce the peak discharge through the culvert under the FEC Railroad

The goal of this option is to design the pond such that the peak discharge is small enough to eliminate the need for the jack and bore pipe option under the FEC Railroad. We are aware that there are two existing stormwater ponds and a swale on the upstream side of the FEC Railroad. This solution would consider alternatives to expand one or more of these existing facilities or leave these existing facilities as-is and construct a new facility.

A solution of this kind is similar to the solutions used in the aforementioned "West Augustine Drainage Improvements (CDBG-Ph 1)", SJRWMD permit number 40-109-82210-1.

All of the potential proposed options discussed will be analyzed in our drainage model.

Recommendations will be made to SJC that balance the project issues by providing flood reduction and faster recovery after storm events, while at the same time being sensitive to project costs. We understand that the County's goal is to maximize the use of CDBG-DR funds to provide the greatest benefit to the impacted residents.

Each potential solution would require varying types of permitting. Once the drainage study has been completed and a recommended option has been chosen, **our staff will conduct a pre-application meeting with SJRWMD to communicate project objectives and come to an understanding of the necessary permit application requirements.**

AVENUE D DRAINAGE IMPROVEMENTS PROJECT

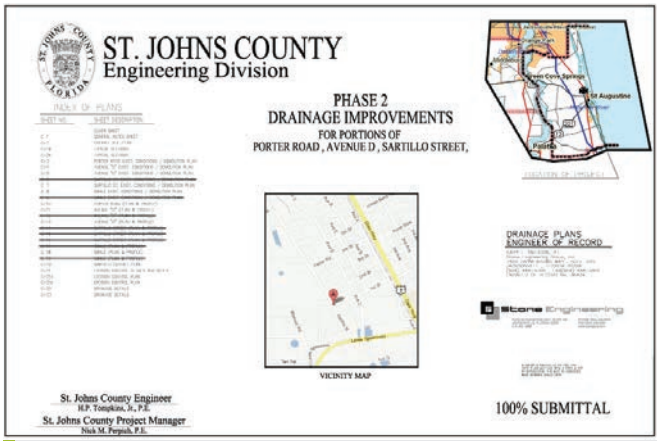
Project Understanding

The objective of this project is to evaluate and upgrade the existing stormwater drainage system at Tart Road, Avenue D, and Big Oak Road. **Our approach will meet the objectives by performing an area engineering study and designing stormwater system improvements to:**

- Alleviate localized flooding
- Provide adequate drainage
- Provide faster storm recovery
- Provide clear evacuation routes

Our team will work to achieve these goals through cost-effective and value-engineered infrastructure improvements including:

- Replacing deteriorated corrugated metal pipes with reinforced concrete pipes
- Enlarging small pipe diameters
- Adjusting pipe inverts
- Reshaping swales and ditches for positive, continuous drainage
- Extending culverts for safety
- Improving roadside shoulders
- Shallower ditch side slopes
- Additional warning signage to increase driver awareness of drop-off hazards versus guardrail



Our team reviewed existing plans and permits to provide a thorough project approach and address project site challenges

Our staff has familiarized ourselves with the history of the drainage problems and prior drainage improvements. We have reviewed existing plans, property boundaries, permits, the County-wide Stormwater Model - NARM, and GIS layers including soils, contours, and endangered species. During the study and design, we will use your existing data to avoid unnecessary costs. Avenue D, Big Oak Road, and Tart Road lie in a 2,750-acre drainage basin for the San Sebastian River upstream of Lewis Speedway. The San Sebastian River is a Class III Marine waterbody that is tidally influenced. Runoff flows south underneath Lewis Speedway to combine with the rest of the San Sebastian drainage basin through a double 7'x10' concrete box culvert. Avenue D runs nearly north-south through the lowest elevations in the drainage basin.

We reviewed the following existing permits to gain insight of prior improvement activities:

- #48079-8 Avenue D/Lewis Speedway Intersection Improvements which included an extension of the Double 7'x10' concrete box culvert
- #130671-3 St. Johns County Phase 1 Drainage Improvements for Porter Road, Avenue D, and Sartillo Street
- #130671-4 St. Johns County Phase 2 Drainage Improvements for Porter Road, Avenue D, and Sartillo Street
- #99102-1 Lemberg South Formal Wetland Determination which affects improvements on Big Oak Road

Our team has performed multiple site visits to gain firsthand knowledge of the area. Collection and conveyance for the project mainly consist of swales and ditches broken by driveway culverts. The driveway culverts vary in size, level of deterioration, and blockage and are not coordinated to increase as the contributing drainage area increases.

Our staff has similar study and design experience that will help with this drainage project. Some of our similar projects with drainage area models of this magnitude include:

- Cecil Commerce Center Master Stormwater Model
- SR 50 from Chuluota Road to SR 520 and Port Orange Drainage Study. Large ICPR models were modified to incorporate several proposed drainage alternatives to alleviate flooding.

Our team's local project experience with similar drainage conveyance improvements to residential ditches include:

- Pine Forest Drainage Improvements
- Lake Forest Drainage Improvements
- Ravenswood Drainage Improvements
- Cornell/Dartmouth/Harvard Drainage
- Dobbs Road/Kings Estate Road Intersection Improvements

All permits for the local projects were obtained through the SJRWMD. Our experience enables our team to analyze ICPR models with tidal influence, pinpoint conveyance problems, and design solutions to decrease flooding, improve inundation recovery, and minimize future maintenance.

Through our research and experience, we identified the following preliminary list of project challenges:

- Narrow ROW for construction may require drainage easements
- Minimizing/avoiding wetland impacts
- Minimal drainage profile along Avenue D
- Adjacent property elevations are lower than road elevations

- Drainage improvements on each road are indirectly connected through wetlands and must be modeled accordingly for accuracy
- Increasing positive flow along local streets may exceed the capacity of the double 7'X10' box culvert under Lewis Speedway
- Limited evacuation routes during major storm events
- Effectively planning and allocating survey, geotechnical, and environmental services in the study phase to use the data in the design phase and reduce duplicated efforts

Project Approach & Methodology

After the project kick-off meeting, the first goal is completing an area engineering study to alleviate flooding and provide adequate drainage. Our team will review the County-wide Stormwater Model for inconsistencies and necessary updates. Our team will then build in the necessary details, such as specific ditch connections and culverts, into the macro-level County-wide Stormwater Model to model the micro-level nuances of the project area. This will identify problem areas causing flooding and aid in developing effective drainage improvement solutions. Our design will overcome the aforementioned challenges by minimizing wetland impacts, re-grading ditches with special ditch profiles, and pipe stormwater collection only when necessary.

In addition to lesser design storms for roadside conveyance, the models will be run for greater storm events to evaluate the capacity of the double 7'X10' box culvert cross drain under Lewis Speedway with the proposed upstream improvements.

Increasing positive flow along local streets may exceed the capacity of the double 7'X10' box culvert under Lewis Speedway

Identifying evacuation routes is critical when analyzing flood stages in a drainage basin. Maintaining lower flood stages for the low-lying properties and roads is most important during a heavy rain event like Hurricane Matthew. Portions of Tart Road, Avenue D, and Big Oak Road act as the only evacuation routes for some residents to get to US 1 or SR 16. It is crucial to repair the drainage infrastructure in this area to reduce risk from future flood damages and maintain evacuation routes in emergency rainfall scenarios.

During the study phase our staff will coordinate with the County to provide progress updates, report findings, and submit a preliminary report for County review. After SJC's review, our engineers, the County's PM, and the SJRWMD will meet for a pre-application meeting. In this way we obtain buy-in from the permit reviewer for our engineering design prior to finalizing the study. **Our team will submit the SJRWMD's Pre-Application**

Countywide Stormwater Model
North Augustine Regional Model
Lewis Speedway Culvert Node Maximums

Sim	Node Name	Relative Time [hrs]	Warning Stage [ft]	Maximum Stage [ft]	Maximum Total Inflow Rate [cfs]	Maximum Total Outflow Rate [cfs]
Y100H24	3631	23.9167	12.00	6.80	1062.50	1062.66
Y10H24	3631	23.9167	12.00	4.70	462.98	462.92
Y25H24	3631	24.0000	12.00	5.48	668.98	669.02
Y50H24	3631	23.9167	12.00	5.65	716.76	716.94
Y5H24	3631	23.9167	12.00	3.36	176.44	176.35

Meeting Form in advance of the pre-application meeting to alert review staff of the proposed improvements so that all project objectives are clearly communicated during the meeting and all permitting analysis and application requirements are clearly understood. Preliminary cost estimates will be prepared for the studied alternatives as well as other evaluation criteria agreed upon with SJC. The final report will provide a clear recommendation using a decision matrix tailored to SJC's needs. The County's comments and pre-application meeting findings will then be incorporated into the final report for the conclusion of the study phase.

Our design will incorporate local and regulatory requirements for the preferred drainage improvements. Design elements will be based on County and FDOT standards and specifications to reduce risk during construction. The improvements identified in the study phase will be updated based on completed survey, at which point the collection system geometry and cross drain geometry will be designed. If TCEs and PDEs are required, these will be identified early in design for the County to begin the ROW process. We will add all details to the plans that will likely include:

- Culvert replacements
- Headwall design
- Roadway improvements
- Permanent erosion protection

If required, drainage calculations will be used to create the permit application to the SJRWMD and USACE. The updated drainage model will also allow our team to quickly evaluate the 50-year and 100-year storm events to alert the County of flooded evacuation routes. County comments will be incorporated into the design at each submittal milestone. Following design, our staff will remain available for procurement services including bidding questions and addendum writing. After the County awards the contract, our team will be available to provide clarification for the contractor during the construction phase and for assistance with any unforeseen issues.

ST. AUGUSTINE BOULEVARD AND CYPRESS ROAD DRAINAGE PROJECT

Project Understanding

The objective of this project is to evaluate and upgrade the existing stormwater drainage system upstream of the intersection of St. Augustine Boulevard and Cypress Road and to improve the outfall. Our team will perform an area engineering study and designing stormwater system improvements to:

- Alleviate localized flooding
- Provide adequate drainage
- Provide faster storm recovery
- Provide clear evacuation routes

Our team will work to achieve these goals through cost-effective and value-engineered infrastructure improvements that will include:

- Re-sizing existing pipes
- Replacing deteriorated corrugated metal pipes with reinforced concrete pipes
- Replacing blocked pipes
- Enlarging small pipe diameters
- Adjusting pipe inverts
- Re-shaping swales and ditches for positive, continuous drainage
- Extending culverts for safety
- Additional warning signage to increase driver awareness of drop-off hazards versus guardrail
- Vibratory strips on westbound Cypress Road to warn motorists instead of guardrail on the west side of St. Augustine Road to protect motorists from the drop-off

Our staff has familiarized ourselves with the history of the drainage problems and the purpose of the drainage improvements. We have reviewed existing plans, property boundaries, permits, the County-wide Stormwater Model – Moultrie Creek Regional Model (MMRM), and GIS layers including soils, contours, and endangered species. Adjacent permits include: #142027 Sawmill Landing and #101310 Deerfield Preserve. During our study and design, we will use your existing

data to avoid unnecessary costs. The study and improvements pertain to the drainage infrastructure along St. Augustine Boulevard and Cypress Road and to the outfall system from St. Augustine Boulevard to Moultrie Creek beneath Hilltop Road. The drainage infrastructure along St. Augustine Boulevard includes a deep ditch south of Cypress Road, smaller ditches north of Cypress Road, driveway culverts, and several cross drains. The drainage infrastructure for Cypress Road includes a deep ditch on the west end of the road and shallower ditches near the developed residential area with driveway culverts and minor crossings. The outfall system from St. Augustine Boulevard to Hilltop Road is a 20-foot-wide ditch in a 40-foot-wide drainage easement with an access driveway culvert at the west end. The outfall system continues under Hilltop Road through a 54-inch CMP culvert and then through a ditch and a future double 36-inch culvert within the Sawmill Landing development.

Our team has performed multiple site visits to gain firsthand knowledge of the area. Collection and conveyance for the project mainly consist of swales and ditches broken by driveway culverts. The driveway culverts vary in size, level of deterioration, and blockage, and are not coordinated to increase as the contributing drainage area increases.

Properties lower than the existing road require a higher level of ditch capacity to maintain a HGL elevation below the overtopping elevation normally required for cross drains. Culvert headwalls at St. Augustine Boulevard and Cypress Road are only a few feet from the edge of the road. Shoulders are grassed, not paved, and only a few feet wide adjacent to a steep ditch (more than 4-feet deep).

Outfall ditch west of St. Augustine Boulevard

Deteriorated driveway culverts need replacing. Objects block the flow in culverts which causes higher flood stages upstream. Finally, ditch re-grading and headwall replacements impact adjacent wetlands.

Maintaining lower flood stages for the low-lying properties is most important during a heavy rain event like Hurricane Matthew. Providing positive outfall and removing constrictions or blockages from the flow path reduces peak flood stages and decreases the recovery time that it takes the flood waters to recede. For some residents, St. Augustine Boulevard is their only evacuation route to get to Kings Estate Road, then Hilltop Road, and finally, SR 207. It is crucial to repair the drainage infrastructure in this area to reduce future flood damages and maintain evacuation routes in emergency rainfall scenarios.

Our staff has similar study and design experience for projects involving drainage area models of this magnitude including:

- Cecil Commerce Center Master Stormwater Model
- SR 50 from Chuluota Road to SR 520 and Port Orange Drainage Study. Large ICPR models were modified to incorporate several proposed drainage alternatives to alleviate flooding.

Some of our local project experience with similar drainage conveyance improvements to residential ditches includes:

- Pine Forest Drainage Improvements
- Lake Forest Drainage Improvements
- Ravenswood Drainage Improvements
- Cornell/Dartmouth/Harvard Drainage
- Dobbs Road/Kings Estate Road Intersection Improvements

All permits for the local projects were obtained through the SJRWMD. Our experience has well equipped our team to analyze ICPR models with tidal influence, pinpoint conveyance problems, and design solutions to decrease flooding, improve inundation recovery, and minimize future maintenance.

Through our research and experience, we identified the following preliminary list of challenges associated with this project. These challenges include:

- Properties lower than the existing road
- Drop-off hazards
- Collapsed driveway culverts
- Blocked driveway culverts
- Wetland impacts in the areas of improvement
- Single or limited evacuation routes during major storm events
- Effectively planning and allocating survey, geotechnical, and environmental services in the study phase to use the data in the design phase and reduce duplication of efforts
- Crash history evidences need for drainage related safety improvements

Homemade driveway culvert headwall with tin roof forms that block pipe

Project Approach & Methodology

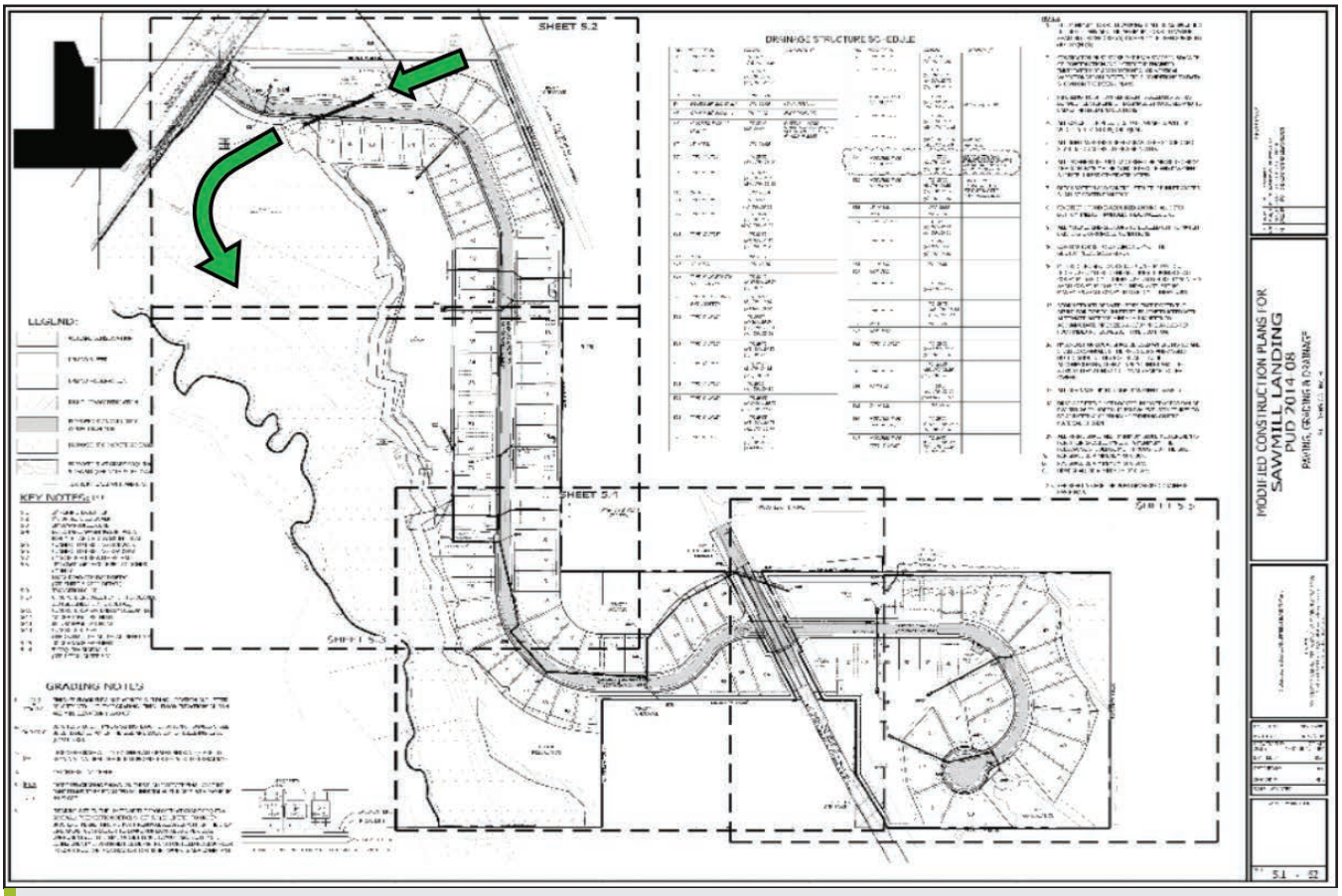
After the project kick-off meeting, the first goal is to complete an area engineering study to alleviate flooding and provide adequate drainage. Our team will review the County-wide Stormwater Model — Moultrie Creek Regional Model (MCRM) for inconsistencies and necessary updates. Then we will build in the necessary details, like specific ditch connections and culverts, into the macro-level County-wide Stormwater Model, within ICPR, to model the micro-level nuances of the project area. We will also add adjacent developments, such as Sawmill Landing, that are not currently included in the model. In this way, we identify problem areas that cause flooding and develop drainage improvement solutions. Our design will overcome the previously mentioned challenges by minimizing wetland impacts, re-grading ditches with special ditch profiles, and piping stormwater collection only when necessary.

In addition to lesser design storms for roadside conveyance, the models will be run for greater storm events to evaluate the capacity of the cross drains under St. Augustine Boulevard and Hilltop Road with the proposed upstream improvements.

During the study phase our staff will coordinate with County staff on the progress and findings and submit a preliminary report for County review. **After SJC's review, our engineers, the County's PM, and the SJRWMD will hold a pre-application meeting. At this meeting we will obtain buy-in from the permit reviewer for our engineering design prior to finalizing the study.** Our team will submit the SJRWMD's Pre-Application Meeting Form in advance of the pre-application meeting to forewarn review staff of the proposed improvements so that all project objectives are clearly communicated during the meeting, and all permitting analysis and application requirements are clearly understood.

Preliminary cost estimates will be prepared for the studied alternatives as well as other evaluation criteria agreed upon with SJC. **The final report will provide a clear recommendation using a decision matrix tailored to SJC's needs.** The County's comments and pre-application meeting findings will then be incorporated into the final report for the conclusion of the study phase.

Our design will incorporate local and regulatory design requirements for the preferred drainage improvements. **Design elements will be based on County and FDOT standards and specifications to reduce risk during construction.** The improvements identified in the study phase will be updated based on completed survey, at which point



Sawmill Landing Plan sheet from Permit #142027: Outfall Path

the collection system geometry and cross drain geometry will be designed. If TCEs and PDEs are required, these will be identified early in design for the County to begin the ROW process. We will add all details to the plans that will likely include:

- Culvert replacements
- Headwall design
- Roadway improvements
- Permanent erosion protection
- Specific construction details for structures and unique designs

If required, drainage calculations will be used to create the permit application to the SJRWMD and USACE. The updated drainage model will also allow our team to quickly evaluate the 50-year and 100-year storm events to alert the County of flooded evacuation routes. County comments will be incorporated into the design at each submittal milestone. Following design, our staff will remain available for procurement services including bidding questions and addendum writing. After the County awards the contract,our team will be available to provide clarification for the contractor during the construction phase and assistance with any unforeseen issues.

6. QUALITY AND SCHEDULE CONTROL

QUALITY AND SCHEDULE CONTROL

Delivering a high-quality product on schedule begins and ends with the project manager having the knowledge and experience to develop and execute a customized quality management plan. Osiris 9 Consulting will implement the same quality procedures to produce plans at the level of quality that the County has expected from Project Manager Walter Nemecek, P.E. for more than 20 years. Mr. Nemecek will implement the same management approach and methodology as he has in the past, providing you clear accountability and one point of contact for every assignment. He understands the overall design process and implements management plans leading to quality projects, on time and within budget. **Mr. Nemecek has proven skill in coordinating multidisciplinary teams to bring engineering documents from the planning and permitting stages to final design and contract award. He has successfully delivered 19 projects for St. Johns County Engineering, including 9 that involved complex drainage and permitting.**

Mr. Nemecek's overall objective is to build and maintain a positive client relationship and public rapport, and to deliver these projects per the contract documents, on schedule, and within budget constraints. Mr. Nemecek will manage project initiation, project execution/control, and closeout, and is responsible for project deliverables, schedule, budgets, invoicing, and CDBG-DR documentation. He will schedule and monitor manpower requirements against the project budget/spending performance, including management of activities related to project scope, schedule, cost, quality, communications, coordination, manpower, discipline requirements, resources, procurement, and risk elements required to optimize client service and quality.

PROJECT MANAGEMENT

Osiris 9's management approach is to provide rapid response to task proposals, assign expert staff, and implement an efficient project plan that emphasizes quality, budget, and schedule. Osiris 9 has developed a management approach tailored to this contract where five projects may require simultaneous management. These five tasks have a specific management approach with specific dedicated staff to provide SJC a high-quality, constructable design that meets accelerated deadlines associated with the CDBG-DR program. Mr. Nemecek will implement the same proven project management approach and methodology that he employed to successfully deliver 19 past SJC assignments. Key elements of the plan include:

The Right Team

A successful project is never delivered by just a team of top consultants. Osiris 9's concept of the project team will extend beyond disciplinary professionals to include SJC Engineering Managers. We are the project team, each of us fulfilling our role to be responsible with the funds of the SJC citizens to whom we are accountable. The professionals on the Osiris 9 team were chosen specifically for this contract to further the harmony and continuity of MBE/WBE/DBE qualified firms. Osiris 9 invited firms to partner with us who have:

- Proven SJC project experience
- Previously worked with Osiris 9 staff on other projects
- Available local staff to perform work according to the schedule
- Consistently been recognized in their field for their attention to quality
- Successfully completed multiple CDBG-DR projects in the last 5 years

Integrated Team

The organization chart in section 3 identifies key staff, reporting relationships, and the subconsultants who will be an integral part of our team. Project Manager Walter Nemecek, P.E. will manage Osiris 9 and subconsultants, and work closely with SJC staff to accomplish the five assigned projects. As the single point-of-contact with SJC, Mr. Nemecek will

establish and maintain clear lines of communication with SJC and coordinating agencies. He will manage the activities of project technical leads and subconsultants in accordance with the management plan for the project. Keith Jackson, P.E. of STV has been assigned the Deputy PM role to oversee the two tasks assigned to STV, provide additional management for concurrent projects, and perform quality oversight in the office for those tasks.

Subconsultant Management

Our subconsultants were selected based on their proven experience and long-term relationships providing successful projects for SJC and other agencies in North Florida. STV is a major subconsultant that has successfully teamed with us on numerous projects in the past. Osiris 9 meets all the requirements for as MBE/WBE/DBE as the prime consultant, but we have also added several other highly qualified local MBE/WBE/DBE firms to exceed the goals of the program for disadvantaged participation and provide a high-quality team. We have worked with each of our team members on numerous projects throughout Northeast Florida. Osiris 9 will enforce adherence to schedules, budgets, and quality guidelines of all work performed by our subcontractors. We will maintain updates of time spent and percentage of tasks completed so that we can identify any variances and make any adjustments before they impact the schedule. We assembled our team to handle multiple assignments simultaneously and have customized the team to meet the specific requirements of any assignment. Additional resources can be quickly added to accelerate schedules or to meet specialized needs.

Effective Communication

Continual communication among Osiris 9, SJC staff, the CDBG-DR consultant (TetraTech) and project stakeholders is essential to make sure the final product is what has been envisioned and that the projects are well-received by the citizens — during design, construction, and for the service life of the improvements. Osiris 9 proposes to use the following communications approaches:

- **Kickoff meetings** will be scheduled soon after notice to proceed to gather SJC representatives and the Osiris 9 team to lay out our path to project success.
- **Weekly progress updates** to SJC personnel, keeping a constant flow of information so their staff can be aware of project progress and the initial stages of potential issues, and be central in the formation of recommended solutions.
- **In-person Monthly SJC Board Meetings** and conferences as requested by SJC. Osiris 9 will work for you and the citizens you represent. The Commissioners will have the most up-to-date information needed to answer questions from their constituents.
- **Dynamic Public Awareness** that goes beyond display boards in static public meetings. Public awareness should be dynamic, adjusting to the unique needs of the project. As elements of the project are identified as having the potential to uniquely affect the public, Osiris 9 will make every effort to meet with stakeholders to solicit feedback, promote understanding, and make accommodations where possible. We are proposing public meetings for all the assigned tasks to let the public know of the pending construction. For the tasks of Armstrong Drainage Project, Avenue D Drainage Improvements, St. Augustine Boulevard, and Cypress Road Drainage we also propose public meetings to collect public information to fully understand the flooding issues and how to solve them. Our Public Involvement Specialist Tom Percival will develop a plan to both inform and collect information from the public. Dynamic public awareness efforts are the types of innovative proactive steps needed to promote a smooth interaction with the Commissioners and citizens of SJC during and after construction.
- **Efficient Document Management** Osiris 9's staff widely use the file sharing application, SharePoint, to keep project team members and clients informed, giving all team members access to the most up-to-date milestone submittals available for downloading or viewing. This simple-to-use technology gives the SJC staff access to information they need anywhere they have Internet. SharePoint is a key technology Osiris 9's staff use to coordinate production, give accessibility to the most current files and documentation, and keep deliveries on schedule.

Schedule Control

A reasonable yet timely delivery schedule must be created and managed through the design life of the

project so that construction can begin on time and completed within the grant time constraints. Osiris 9 proposes to accomplish successful schedule management implementing these principles:

- **Simplify Documentation** — During the study phase we will provide only documents and details necessary to develop alternatives for decision purposes. During the design phase we will prepare only documents for procurement and construction with two major submittals (60% and 100%) to streamline design.
- **Concurrent Teams** — Running project production elements concurrently with five separate tasks executed by five separate teams. See the provided schedules for a detailed plan to concurrently accomplish all the tasks in the allotted time frame.
- **Identify Critical Paths** — Certain project elements have the potential to push the schedule out which would delay the start of construction. Critical pathways for our tasks include:
  - ***Data Collection*** *— we will use existing survey for design projects and available Lidar for the projects that begin with a study. Both will allow design to start prior to collecting all data and expedite the schedule.*
  - ***Drainage Easement and Temporary Construction Easement Delineation*** *will begin expedited acquisition so all easements are in place for construction.*
  - ***Utility coordination*** *so utility agencies are prepared with finances, designs, and crews to mobilize for construction.*
  - ***ERP Permitting*** *— through the SJRWMD, FDEP and USACE have given their permission to allow construction to begin in areas of their jurisdiction.*

Scope Control

Avoiding scope creep takes constant awareness of the project throughout the design life cycle. To keep a project focused and on schedule, Osiris 9 will implement these measures to keep an expanding scope from negatively impacting the schedule:

- **Collaborative defined scope** — This scope begins with a thorough knowledge of the project purpose and the plan to deliver, where all members of the team, both consultant and SJC, are consulted for input. Key questions that must be answered include: What are the criteria? What are the deliverables? What are the required permits? What are the milestones? Knowing the answers to these leads to a well-defined, comprehensive scope.
- **Thorough data collection** — Good design begins with a clear foundational picture of the existing conditions. Knowing these issues at the outset is a proactive step to avoiding a scope expanding with unknown issues. Osiris 9 also seeks to use existing data such as Lidar, existing topographic surveys, soil survey information and existing plans to decrease scope and schedule.
- **Proactive solutions** — Every project, no matter how detailed the planning, has unforeseen issues arise that may threaten project success. If problems arise, we will identify solutions and a solid plan for implementation to present to SJC.

Quality Products

Each team member is responsible for developing quality work daily. Beyond individual quality responsibilities, each subconsultant is responsible for following a custom developed quality management plan for each project that involves cross-checking each deliverable by a qualified professional who is not working on the specific task. Each firm will also assign one person as the Quality Control Manager to make sure all quality procedures are followed.

QUALITY CONTROL PROCEDURES

Quality is embedded into the Osiris 9 mission and goals, whether it is outstanding customer service, constructable/cost-effective designs, enhanced safety, or innovative solutions. These goals can only be achieved through quality-driven people and processes. Osiris 9 and our team members understand this well and are committed to delivering high-quality plans to SJC. We propose David Anderson, P.E., to lead our QA/QC program. He will work closely with our Project Manager, Walter Nemecek, P.E., and Principal-in-Charge, Imran Ghani, P.E., AICP, to make sure Osiris 9's prescribed QA/QC process is being met, and that our team is producing the quality work that is expected for this contract. Each task manager will sign the plans as the registered professional. As such, they will continuously review the plans for quality and accuracy. David Anderson, P.E. will oversee the quality control process and verify that each set of documents has followed our plan.

Osiris 9's Quality Manager, David Anderson, P.E., has over 35 years of experience and will make sure that each project has a proper quality control plan. Mr. Steven Noriega, P.E. from STV will also review the quality control plan for each task and will serve to cross check all work that Osiris 9 prepares. Before each milestone submittal, they will review plans for constructability, sustainability, and value. This combination of Mr. Anderson and Mr. Noriega provides a multidisciplinary approach with design proficiencies including major and minor highway design, MOT plans, stormwater systems design and modeling, and utility coordination.

Quality Control Plan

Osiris 9 Quality Manager, David Anderson, P.E., will prepare and implement a Quality Control Plan (QCP) for this contract that will address the various potential tasks identified in the scope. The QCP features:

- Detailed checking and technical review guidelines—Thorough checking by each engineer and technician of their own work is required, as is the use of formal peer checking and QC checklists.
- Checking/red-lining follows the typical format of red (error), yellow (correct), blue (revised and backchecked), and green (comment).
- Checker, designer, and backchecker initial and date all plans upon review and revision.
- The peer checker is a qualified professional and never the same person as the designer.
- Checklists are completed by the project manager and submitted with each milestone submittal (study, preliminary, final). SJC will receive a copy of the completed checklist.
- Independent review and value-engineering plan—Independent review, evaluation, and/or analysis by other professionals within the organization or team is conducted regularly. Constructability/ sustainability is also reviewed prior to milestone submittals, adding value to the overall final product and reducing costly construction change orders.
- Project controls and document management guidelines—Consistent project controls and document management are essential elements of an effective quality program. This portion of the plan will identify the specific procedures for controls and document management, which includes everything from how to name and file documents consistently, to proper project chargeability and timesheet keeping. Every element is addressed individually before a project begins. This element will be critical for proper CDBG-DR program recordkeeping.
- Control of subconsultants and vendors—Our subconsultants are required to implement their own quality control plan and provide records of their quality reviews. A key individual will be identified with each subconsultant to be responsible for their QCP and the necessary quality records. All deliverables will be reviewed by Mr. Nemecek.

Osiris 9 Consulting Quality Control (QC) Tracking Stamp		
Document: _____ Phase: _____	Name	Date
Document author Ready for QC (Place QC Stamp)		
Checker Additions, corrections or deletions (Red)		
Backchecker Concurred (Green Check Mark) Disagree (Green X-out)		
Updater Change Made (Yellow Highlight)		
Rechecker Verified (Blue Check Mark)		

Scheduling Success

Osiris 9 recognizes that managing the schedule is an essential element for successful execution of any task assignment. Under the direction of the project manager, all staff and subconsultants are provided a detailed schedule establishing submittal and review dates, developing the sequence of task elements, assigning timely dates for exchanges of task data, updating the task schedule. **Meeting deadlines is the backbone of a successful project and can only be achieved by accountability to the schedule, providing adequate time to complete and check documents for quality purposes and providing time for SJC staff to review documents and provide comments.**

We have provided detailed schedules for each of the five tasks based on our current project understanding. Upon notice to proceed, Osiris 9 will review and analyze the baseline schedule submittal milestones for compliance with SJC's scheduling requirements, notably, that all five projects will be completed prior to the 2-year CDBG-DR deadline. Our review will verify the logical sequence of activities, simultaneous tasks and that all subconsultant interfaces have been identified. An updated project schedule will be developed and will be reevaluated and adjusted as deemed necessary by the project manager and technical leads.

Armstrong Road Sidewalk and Drainage Improvements

ID	Name	Duration	Start	Finish
1	**Project Procurement**	**17 days**	**Wed 1/30/19**	**Thu 2/21/19**
2	Notice of Contract Award	1 day	Wed 1/30/19	Wed 1/30/19
3	Contract Negotiations	15 days	Thu 1/31/19	Wed 2/20/19
4	Kickoff Meeting	1 day	Thu 2/21/19	Thu 2/21/19
5	**Data Collection**	**94 days**	**Fri 2/22/19**	**Wed 7/3/19**
6	**Preliminary Data Collection**	**10 days**	**Fri 2/22/19**	**Thu 3/7/19**
7	Site Visit	2 days	Fri 2/22/19	Mon 2/25/19
8	Collect Existing Area Info (Lidar, et	10 days	Fri 2/22/19	Thu 3/7/19
9	Verify Data in Field	5 days	Fri 2/22/19	Thu 2/28/19
10	**Additional Data Collection**	**89 days**	**Fri 3/1/19**	**Wed 7/3/19**
11	Geotech	30 days	Tue 3/26/19	Mon 5/6/19
12	Survey (Update)	35 days	Fri 3/1/19	Thu 4/18/19
13	Subsurface Utility Investigation	22 days	Tue 6/4/19	Wed 7/3/19
14	Wetland Delineation	22 days	Tue 4/9/19	Wed 5/8/19
15	**Plans Development**	**156 days**	**Fri 3/8/19**	**Fri 10/11/19**
16	**Preliminary Plans (60%)**	**72 days**	**Fri 3/8/19**	**Mon 6/17/19**
17	Sidewalk Design (3D)	22 days	Fri 3/8/19	Mon 4/8/19
18	Drainage Modelling	15 days	Fri 3/8/19	Thu 3/28/19
19	Drainage Design	15 days	Fri 3/29/19	Thu 4/18/19
20	Plans Preparation	15 days	Fri 4/12/19	Thu 5/2/19
21	Plans QA/QC	3 days	Fri 5/3/19	Tue 5/7/19
22	Complete Plans	3 days	Wed 5/8/19	Fri 5/10/19
23	SJC Plans Submittal	1 day	Mon 5/13/19	Mon 5/13/19
24	SJC Plans Review	15 days	Tue 5/14/19	Mon 6/3/19
25	Utility Coordination	10 days	Tue 6/4/19	Mon 6/17/19
26	**Permitting**	**46 days**	**Tue 6/4/19**	**Tue 8/6/19**
27	Design Updates per SJC Review	10 days	Tue 6/4/19	Mon 6/17/19
28	Additional Design	5 days	Tue 6/18/19	Mon 6/24/19
29	Pre-Application Meeting	1 day	Tue 6/18/19	Tue 6/18/19
30	Prepare Permit Application	10 days	Wed 6/19/19	Tue 7/2/19
31	Permit Submittal	1 day	Wed 7/3/19	Wed 7/3/19
32	SJRWMD Staff Review	23 days	Thu 7/4/19	Mon 8/5/19
33	Permit Approved	1 day	Tue 8/6/19	Tue 8/6/19
34	**Final Plans**	**72 days**	**Thu 7/4/19**	**Fri 10/11/19**
35	Design Updates	20 days	Thu 7/4/19	Wed 7/31/19
36	Plans Preparation	15 days	Thu 7/25/19	Wed 8/14/19
37	Specifications Prepared	5 days	Thu 8/15/19	Wed 8/21/19
38	Plans QA/QC	3 days	Thu 8/22/19	Mon 8/26/19
39	Complete Plans	3 days	Tue 8/27/19	Thu 8/29/19
40	SJC Plans Submittal	1 day	Fri 8/30/19	Fri 8/30/19
41	SJC Plans Review	15 days	Mon 9/2/19	Fri 9/20/19
42	Final Plans Adjustments	5 days	Mon 9/23/19	Fri 9/27/19
43	Utility Coordination	10 days	Mon 9/30/19	Fri 10/11/19
44	**Right-of-Way Acquisition**	**111 days**	**Tue 6/4/19**	**Tue 11/5/19**
45	Drainage Easement Mapping	67 days	Tue 6/4/19	Wed 9/4/19
46	Acquisitions (Assume Few Parcels)	67 days	Mon 8/5/19	Tue 11/5/19
47	**Public Involvement**	**1 day**	**Fri 10/25/19**	**Fri 10/25/19**
48	Public Meeting (Notify Public)	1 day	Fri 10/25/19	Fri 10/25/19
49	**Bidding and Selection**	**58 days**	**Mon 9/30/19**	**Wed 12/18/19**
50	Final Plans Approved	1 day	Mon 9/30/19	Mon 9/30/19
51	Specifications Approved	1 day	Mon 9/30/19	Mon 9/30/19
52	Advertise Project For Bidding	21 days	Wed 11/6/19	Wed 12/4/19
53	Bid Project	10 days	Thu 12/5/19	Wed 12/18/19

Orange Street Drainage Improvements

ID	Name	Duration	Start	Finish
1	**Project Procurement**	**27 days**	**Wed 1/30/19**	**Thu 3/7/19**
2	Notice of Contract Award	1 day	Wed 1/30/19	Wed 1/30/19
3	Contract Negotiations	25 days	Thu 1/31/19	Wed 3/6/19
4	Kickoff Meeting	1 day	Thu 3/7/19	Thu 3/7/19
5	**Data Collection**	**104 days**	**Fri 3/8/19**	**Wed 7/31/19**
6	**Preliminary Data Collection**	**10 days**	**Fri 3/8/19**	**Thu 3/21/19**
7	Site Visit	2 days	Fri 3/8/19	Mon 3/11/19
8	Collect Existing Area Info (Lidar, etc...	10 days	Fri 3/8/19	Thu 3/21/19
9	Verify Data in Field	5 days	Fri 3/8/19	Thu 3/14/19
10	**Additional Data Collection**	**99 days**	**Fri 3/15/19**	**Wed 7/31/19**
11	Geotech	30 days	Fri 4/19/19	Thu 5/30/19
12	Survey (Update)	40 days	Fri 3/15/19	Thu 5/9/19
13	Subsurface Utility Investigation	22 days	Tue 7/2/19	Wed 7/31/19
14	Wetland Delineation	22 days	Fri 5/3/19	Mon 6/3/19
15	**Plans Development**	**176 days**	**Fri 3/22/19**	**Fri 11/22/19**
16	**Preliminary Plans (60%)**	**82 days**	**Fri 3/22/19**	**Mon 7/15/19**
17	Roadway Design	30 days	Fri 3/22/19	Thu 5/2/19
18	Drainage Modelling	25 days	Fri 3/22/19	Thu 4/25/19
19	Drainage Design	20 days	Fri 4/26/19	Thu 5/23/19
20	Plans Preparation	20 days	Fri 5/3/19	Thu 5/30/19
21	Plans QA/QC	3 days	Fri 5/31/19	Tue 6/4/19
22	Complete Plans	3 days	Wed 6/5/19	Fri 6/7/19
23	SJC Plans Submittal	1 day	Mon 6/10/19	Mon 6/10/19
24	SJC Plans Review	15 days	Tue 6/11/19	Mon 7/1/19
25	Utility Coordination	10 days	Tue 7/2/19	Mon 7/15/19
26	**Permitting**	**46 days**	**Tue 7/2/19**	**Tue 9/3/19**
27	Design Updates per SJC Review	10 days	Tue 7/2/19	Mon 7/15/19
28	Additional Design	5 days	Tue 7/16/19	Mon 7/22/19
29	Pre-Application Meeting	1 day	Tue 7/16/19	Tue 7/16/19
30	Prepare Permit Application	10 days	Wed 7/17/19	Tue 7/30/19
31	Permit Submittal	1 day	Wed 7/31/19	Wed 7/31/19
32	SJRWMD Staff Review	23 days	Thu 8/1/19	Mon 9/2/19
33	Permit Approved	1 day	Tue 9/3/19	Tue 9/3/19
34	**Final Plans**	**82 days**	**Thu 8/1/19**	**Fri 11/22/19**
35	Design Updates	20 days	Thu 8/1/19	Wed 8/28/19
36	Plans Preparation	20 days	Thu 8/22/19	Wed 9/18/19
37	Specifications Prepared	10 days	Thu 9/19/19	Wed 10/2/19
38	Plans QA/QC	3 days	Thu 10/3/19	Mon 10/7/19
39	Complete Plans	3 days	Tue 10/8/19	Thu 10/10/19
40	SJC Plans Submittal	1 day	Fri 10/11/19	Fri 10/11/19
41	SJC Plans Review	15 days	Mon 10/14/19	Fri 11/1/19
42	Final Plans Adjustments	5 days	Mon 11/4/19	Fri 11/8/19
43	Utility Coordination	10 days	Mon 11/11/19	Fri 11/22/19
44	**Right-of-Way Acquisition**	**111 days**	**Tue 7/2/19**	**Tue 12/3/19**
45	Drainage Easement Mapping	67 days	Tue 7/2/19	Wed 10/2/19
46	Acquisitions (Assume Few Parcels)	67 days	Mon 9/2/19	Tue 12/3/19
47	**Public Involvement**	**172 days**	**Thu 4/11/19**	**Fri 12/6/19**
48	Public Meeting #1 (Data from Public)	1 day	Thu 4/11/19	Thu 4/11/19
49	Public Meeting #2 (Notify Public)	1 day	Fri 12/6/19	Fri 12/6/19
50	**Bidding and Selection**	**48 days**	**Mon 11/11/19**	**Wed 1/15/20**
51	Final Plans Approved	1 day	Mon 11/11/19	Mon 11/11/19
52	Specifications Approved	1 day	Mon 11/11/19	Mon 11/11/19
53	Advertise Project For Bidding	21 days	Wed 12/4/19	Wed 1/1/20
54	Bid Project	10 days	Thu 1/2/20	Wed 1/15/20

Oyster Creek Drainage Improvements

ID	Name	Duration	Start
1	**Project Procurement**	**173 days**	**Wed 1/30/19**
2	Notice of Contract Award	1 day	Wed 1/30/19
3	Contract Negotiations (Study)	30 days	Thu 1/31/19
4	Kickoff Meeting	1 day	Thu 3/14/19
5	Contract Negotiations (Final Design)	10 days	Mon 9/16/19
6	**Data Collection**	**259 days**	**Fri 3/15/19**
7	**Preliminary Data Collection**	**5 days**	**Fri 3/15/19**
8	Extract ICPR Model Information from SJC M	5 days	Fri 3/15/19
9	Collect Exisiting Area Information (LiDar, Etc	5 days	Fri 3/15/19
10	Site Visit to Verify Existing Data	2 days	Fri 3/15/19
11	**Additional Data Collection (Post Study)**	**257 days**	**Tue 3/19/19**
12	Geotech	15 days	Mon 8/26/19
13	Initial Survey (Study)	21 days	Tue 3/19/19
14	Final Survey (Final Design)	20 days	Mon 9/30/19
15	Subsurface Utility Investigation	22 days	Thu 1/9/20
16	Wetland Delineation	35 days	Thu 1/23/20
17	Verify Survey Data in Field	1 day	Mon 10/28/19
18	**Drainage Study**	**123 days**	**Wed 4/3/19**
19	**Study Development**	**123 days**	**Wed 4/3/19**
20	Drainage Alternatives	25 days	Wed 4/3/19
21	Initial Drainage Modelling	15 days	Wed 5/8/19
22	Initial Cost Analysis	5 days	Fri 8/2/19
23	Develop Alternatives Matrix	5 days	Fri 8/9/19
24	Submit Initial Study	1 day	Fri 8/16/19
25	SJC Review	15 days	Mon 8/19/19
26	Submit Final Study	10 days	Mon 9/9/19
27	**Preliminary Plans (30%)**	**47 days**	**Wed 5/29/19**
28	Drainage Design (Lidar Based w/ Alts)	20 days	Wed 5/29/19
29	Plans Preparation	15 days	Wed 6/19/19
30	Plans QA/QC	3 days	Wed 7/10/19
31	Corrections	3 days	Mon 7/15/19
32	SJC Plans Submittal	1 day	Thu 7/18/19
33	SJC Plans Review	10 days	Fri 7/19/19
34	**Permitting**	**46 days**	**Thu 1/9/20**
35	Design Updates per SJC Review	10 days	Thu 1/9/20
36	Pre-Application Meeting	1 day	Thu 1/23/20
37	Prepare Permit Application	10 days	Fri 1/24/20
38	Permit Submittal	1 day	Fri 2/7/20
39	SJRWMD Staff Review	23 days	Mon 2/10/20
40	Permit Approved	1 day	Thu 3/12/20
41	**Final Design**	**114 days**	**Tue 10/29/19**
42	**60% Plans**	**72 days**	**Tue 10/29/19**
43	Drainage Model Update	15 days	Tue 10/29/19
44	Design Updates	15 days	Tue 11/12/19
45	Plans Preparation	20 days	Tue 11/26/19
46	Plans QA/QC	3 days	Tue 12/24/19
47	Corrections	3 days	Fri 12/27/19
48	SJC Plans Submittal	1 day	Wed 1/1/20
49	SJC Plans Review	5 days	Thu 1/2/20
50	Utility Coordination	20 days	Thu 1/9/20
51	**Final Plans**	**62 days**	**Thu 1/9/20**
52	Design Updates	15 days	Thu 1/9/20
53	Plans Preparation	15 days	Thu 1/23/20
54	Specifications Prepared	10 days	Thu 1/30/20
55	Plans QA/QC	3 days	Thu 2/13/20
56	Corrections	3 days	Tue 2/18/20
57	SJC Plans Submittal	1 day	Fri 2/21/20
58	SJC Plans Review	5 days	Mon 2/24/20
59	Final Plans Adjustments	5 days	Mon 3/2/20
60	Utility Coordination	20 days	Mon 3/9/20
61	**Right-of-Way Acquisition**	**88 days**	**Thu 1/9/20**
62	Drainage Easement Mapping	44 days	Thu 1/9/20
63	Acquisitions (Assume Few)	66 days	Mon 2/10/20
64	**Public Involvement**	**219 days**	**Wed 4/24/19**
65	Public Meeting #1 (Data from Public)	1 day	Wed 4/24/19
66	Public Meeting #2 (Notify Public)	1 day	Mon 2/24/20
67	**Bidding and Selection**	**78 days**	**Mon 3/9/20**
68	Final Plans Approved	1 day	Mon 3/9/20
69	Specifications Approved	1 day	Tue 3/10/20
70	Advertise Project For Bidding	22 days	Tue 5/12/20
71	Bid Project	10 days	Thu 6/11/20

Ave. D, Big Oak Rd and Tart Road Drainage Improvements

ID	Name	Duration	Start
1	**Project Procurement**	**166 days**	**Wed 1/30/19**
2	Notice of Contract Award	1 day	Wed 1/30/19
3	Contract Negotiations (Study)	10 days	Thu 1/31/19
4	Kickoff Meeting	1 day	Thu 2/14/19
5	Contract Negotiations (Final Design)	10 days	Thu 9/5/19
6	**Data Collection**	**285 days**	**Fri 2/15/19**
7	**Preliminary Data Collection**	**5 days**	**Fri 2/15/19**
8	Extract ICPR Model Information from SJC M	5 days	Fri 2/15/19
9	Collect Exisiting Area Information (LiDar, Etc	5 days	Fri 2/15/19
10	Site Visit to Verify Existing Data	2 days	Fri 2/15/19
11	**Additional Data Collection (Post Study)**	**283 days**	**Tue 2/19/19**
12	Geotech	15 days	Thu 8/15/19
13	Initial Survey (Study)	30 days	Tue 2/19/19
14	Final Survey (Final Design)	30 days	Thu 9/19/19
15	Subsurface Utility Investigation	22 days	Fri 1/17/20
16	Wetland Delineation	35 days	Fri 1/31/20
17	Verify Survey Data in Field	1 day	Thu 10/31/19
18	**Drainage Study**	**127 days**	**Tue 3/19/19**
19	**Study Development**	**127 days**	**Tue 3/19/19**
20	Drainage Alternatives	20 days	Tue 3/19/19
21	Initial Drainage Modelling	30 days	Tue 4/16/19
22	Initial Cost Analysis	5 days	Wed 7/24/19
23	Develop Alternatives Matrix	5 days	Wed 7/31/19
24	Submit Initial Study	1 day	Wed 8/7/19
25	SJC Review	15 days	Thu 8/8/19
26	Submit Final Study	10 days	Thu 8/29/19
27	**Preliminary Plans (30%)**	**41 days**	**Tue 5/28/19**
28	Drainage Design (Lidar Based w/ Alts)	20 days	Tue 5/28/19
29	Plans Preparation	10 days	Tue 6/18/19
30	Plans QA/QC	3 days	Tue 7/2/19
31	Corrections	2 days	Fri 7/5/19
32	SJC Plans Submittal	1 day	Tue 7/9/19
33	SJC Plans Review	10 days	Wed 7/10/19
34	**Permitting**	**75 days**	**Fri 1/17/20**
35	Design Updates per SJC Review	10 days	Fri 1/17/20
36	Additional Design	5 days	Fri 3/20/20
37	Pre-Application Meeting	1 day	Fri 1/31/20
38	Prepare Permit Application	10 days	Mon 2/3/20
39	Permit Submittal	1 day	Fri 3/27/20
40	SJRWMD Staff Review	23 days	Mon 3/30/20
41	Permit Approved	1 day	Thu 4/30/20
42	**Final Design**	**120 days**	**Fri 11/1/19**
43	**60% Plans**	**75 days**	**Fri 11/1/19**
44	Drainage Model Update	15 days	Fri 11/1/19
45	Design Updates	20 days	Fri 11/15/19
46	Plans Preparation	20 days	Fri 12/6/19
47	Plans QA/QC	2 days	Fri 1/3/20
48	Corrections	2 days	Tue 1/7/20
49	SJC Plans Submittal	1 day	Thu 1/9/20
50	SJC Plans Review	5 days	Fri 1/10/20
51	Utility Coordination	20 days	Fri 1/17/20
52	**Final Plans**	**65 days**	**Fri 1/17/20**
53	Design Updates	15 days	Fri 1/17/20
54	Plans Preparation	20 days	Fri 1/31/20
55	Specifications Prepared	10 days	Fri 2/7/20
56	Plans QA/QC	2 days	Fri 2/28/20
57	Corrections	2 days	Tue 3/3/20
58	SJC Plans Submittal	1 day	Thu 3/5/20
59	SJC Plans Review	5 days	Fri 3/6/20
60	Final Plans Adjustments	5 days	Fri 3/13/20
61	Utility Coordination	20 days	Fri 3/20/20
62	**Right-of-Way Acquisition**	**110 days**	**Fri 1/17/20**
63	Drainage Easement Mapping	66 days	Fri 1/17/20
64	Acquisitions (Assume Few)	66 days	Thu 3/19/20
65	**Public Involvement**	**244 days**	**Tue 4/2/19**
66	Public Meeting #1 (Data from Public)	1 day	Tue 4/2/19
67	Public Meeting #2 (Notify Public)	1 day	Fri 3/6/20
68	**Bidding and Selection**	**97 days**	**Fri 3/20/20**
69	Final Plans Approved	1 day	Fri 3/20/20
70	Specifications Approved	1 day	Mon 3/23/20
71	Advertise Project For Bidding	22 days	Fri 6/19/20
72	Bid Project	10 days	Tue 7/21/20

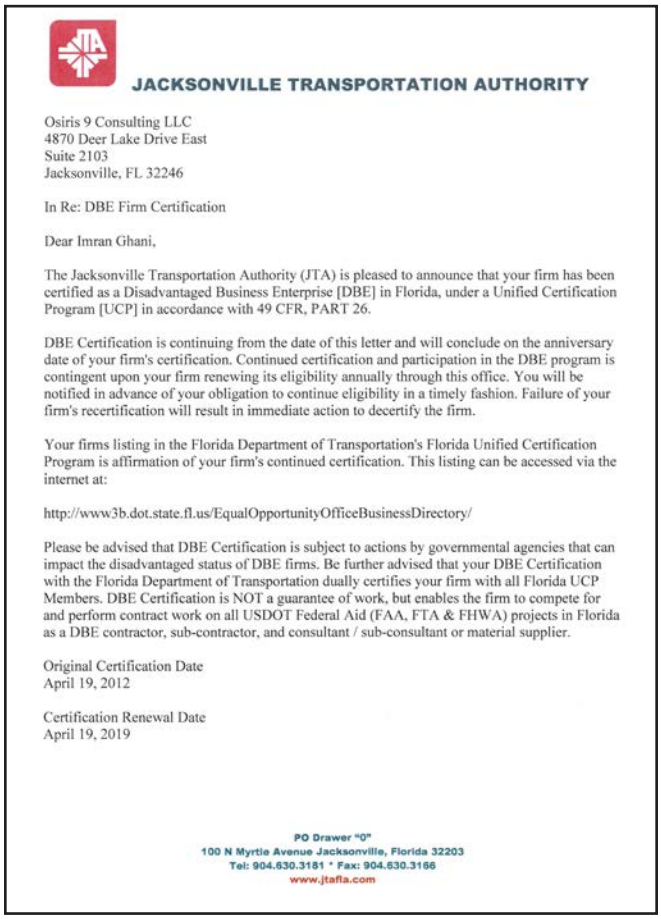
St. Augustine Road Drainage Improvements

ID	Name	Duration	Start
1	**Project Procurement**	**137 days**	**Wed 1/30/19**
2	Notice of Contract Award	1 day	Wed 1/30/19
3	Contract Negotiations (Study)	20 days	Thu 1/31/19
4	Kickoff Meeting	1 day	Thu 2/28/19
5	Contract Negotiations (Final Design)	10 days	Fri 7/26/19
6	**Data Collection**	**221 days**	**Fri 3/1/19**
7	**Preliminary Data Collection**	**5 days**	**Fri 3/1/19**
8	Extract ICPR Model Information from SJC M	5 days	Fri 3/1/19
9	Collect Exisiting Area Information (LiDar, Etc	5 days	Fri 3/1/19
10	Site Visit to Verify Existing Data	2 days	Fri 3/1/19
11	**Additional Data Collection (Post Study)**	**219 days**	**Tue 3/5/19**
12	Geotech	15 days	Fri 7/5/19
13	Initial Survey (Study)	21 days	Tue 3/5/19
14	Final Survey (Final Design)	20 days	Fri 8/9/19
15	Subsurface Utility Investigation	22 days	Mon 11/4/19
16	Wetland Delineation	35 days	Mon 11/18/19
17	Verify Survey Data in Field	1 day	Fri 9/6/19
18	**Drainage Study**	**97 days**	**Wed 3/20/19**
19	**Study Development**	**97 days**	**Wed 3/20/19**
20	Drainage Alternatives	10 days	Wed 3/20/19
21	Initial Drainage Modelling	15 days	Wed 4/3/19
22	Initial Cost Analysis	5 days	Thu 6/13/19
23	Develop Alternatives Matrix	5 days	Thu 6/20/19
24	Submit Initial Study	1 day	Thu 6/27/19
25	SJC Review	15 days	Fri 6/28/19
26	Submit Final Study	10 days	Fri 7/19/19
27	**Preliminary Plans (30%)**	**36 days**	**Wed 4/24/19**
28	Drainage Design (Lidar Based w/ Alts)	15 days	Wed 4/24/19
29	Plans Preparation	10 days	Wed 5/8/19
30	Plans QA/QC	3 days	Wed 5/22/19
31	Corrections	2 days	Mon 5/27/19
32	SJC Plans Submittal	1 day	Wed 5/29/19
33	SJC Plans Review	10 days	Thu 5/30/19
34	**Permitting**	**46 days**	**Mon 11/4/19**
35	Design Updates per SJC Review	10 days	Mon 11/4/19
36	Pre-Application Meeting	1 day	Mon 11/18/19
37	Prepare Permit Application	10 days	Tue 11/19/19
38	Permit Submittal	1 day	Tue 12/3/19
39	SJRWMD Staff Review	23 days	Wed 12/4/19
40	Permit Approved	1 day	Mon 1/6/20
41	**Final Design**	**95 days**	**Mon 9/9/19**
42	**60% Plans**	**60 days**	**Mon 9/9/19**
43	Drainage Model Update	10 days	Mon 9/9/19
44	Design Updates	15 days	Mon 9/16/19
45	Plans Preparation	15 days	Mon 9/30/19
46	Plans QA/QC	2 days	Mon 10/21/19
47	Corrections	2 days	Wed 10/23/19
48	SJC Plans Submittal	1 day	Fri 10/25/19
49	SJC Plans Review	5 days	Mon 10/28/19
50	Utility Coordination	20 days	Mon 11/4/19
51	**Final Plans**	**55 days**	**Mon 11/4/19**
52	Design Updates	10 days	Mon 11/4/19
53	Plans Preparation	15 days	Mon 11/11/19
54	Specifications Prepared	10 days	Mon 11/18/19
55	Plans QA/QC	2 days	Mon 12/2/19
56	Corrections	2 days	Wed 12/4/19
57	SJC Plans Submittal	1 day	Fri 12/6/19
58	SJC Plans Review	5 days	Mon 12/9/19
59	Final Plans Adjustments	5 days	Mon 12/16/19
60	Utility Coordination	20 days	Mon 12/23/19
61	**Right-of-Way Acquisition**	**88 days**	**Mon 11/4/19**
62	Drainage Easement Mapping	44 days	Mon 11/4/19
63	Acquisitions (Assume Few)	66 days	Wed 12/4/19
64	**Public Involvement**	**189 days**	**Wed 3/20/19**
65	Public Meeting #1 (Data from Public)	1 day	Wed 3/20/19
66	Public Meeting #2 (Notify Public)	1 day	Mon 12/9/19
67	**Bidding and Selection**	**85 days**	**Mon 12/23/19**
68	Final Plans Approved	1 day	Mon 12/23/19
69	Specifications Approved	1 day	Tue 12/24/19
70	Advertise Project For Bidding	22 days	Thu 3/5/20
71	Bid Project	10 days	Mon 4/6/20

7. SOCIOECONOMIC BUSINESS ENTERPRISE

SOCIOECONOMIC BUSINESS ENTERPRISE

Osiris 9 is certified as a Disadvantaged Business Enterprise (DBE) in Florida, under the Unified Certification Program. Our current certification is below, and our subconsultant's applicable certifications are on the following pages.



JACKSONVILLE TRANSPORTATION AUTHORITY

Osiris 9 Consulting LLC
4870 Deer Lake Drive East
Suite 2103
Jacksonville, FL 32246

In Re: DBE Firm Certification

Dear Imran Ghani,

The Jacksonville Transportation Authority (JTA) is pleased to announce that your firm has been certified as a Disadvantaged Business Enterprise [DBE] in Florida, under a Unified Certification Program [UCP] in accordance with 49 CFR, PART 26.

DBE Certification is continuing from the date of this letter and will conclude on the anniversary date of your firm's certification. Continued certification and participation in the DBE program is contingent upon your firm renewing its eligibility annually through this office. You will be notified in advance of your obligation to continue eligibility in a timely fashion. Failure of your firm's recertification will result in immediate action to decertify the firm.

Your firms listing in the Florida Department of Transportation's Florida Unified Certification Program is affirmation of your firm's continued certification. This listing can be accessed via the internet at:

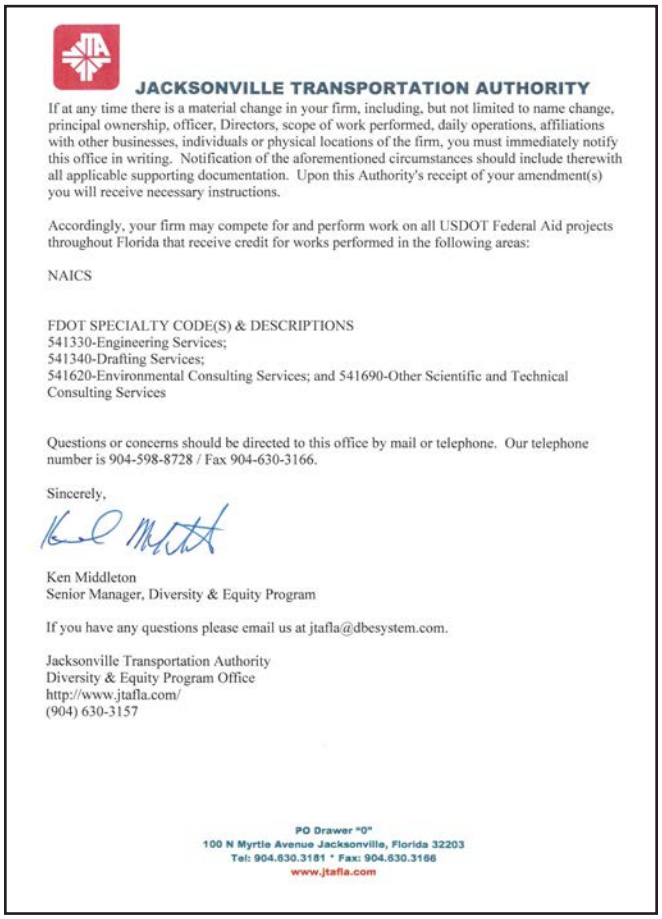
http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/

Please be advised that DBE Certification is subject to actions by governmental agencies that can impact the disadvantaged status of DBE firms. Be further advised that your DBE Certification with the Florida Department of Transportation dually certifies your firm with all Florida UCP Members. DBE Certification is NOT a guarantee of work, but enables the firm to compete for and perform contract work on all USDOT Federal Aid (FAA, FTA & FHWA) projects in Florida as a DBE contractor, sub-contractor, and consultant / sub-consultant or material supplier.

Original Certification Date
April 19, 2012

Certification Renewal Date
April 19, 2019

PO Drawer "0"
100 N Myrtle Avenue Jacksonville, Florida 32203
Tel: 904.630.3181 * Fax: 904.630.3166
www.jtafla.com



JACKSONVILLE TRANSPORTATION AUTHORITY

If at any time there is a material change in your firm, including, but not limited to name change, principal ownership, officer, Directors, scope of work performed, daily operations, affiliations with other businesses, individuals or physical locations of the firm, you must immediately notify this office in writing. Notification of the aforementioned circumstances should include therewith all applicable supporting documentation. Upon this Authority's receipt of your amendment(s) you will receive necessary instructions.

Accordingly, your firm may compete for and perform work on all USDOT Federal Aid projects throughout Florida that receive credit for works performed in the following areas:

NAICS

FDOT SPECIALTY CODE(S) & DESCRIPTIONS
541330-Engineering Services;
541340-Drafting Services;
541620-Environmental Consulting Services; and 541690-Other Scientific and Technical Consulting Services

Questions or concerns should be directed to this office by mail or telephone. Our telephone number is 904-598-8728 / Fax 904-630-3166.

Sincerely,

Ken Middleton
Senior Manager, Diversity & Equity Program

If you have any questions please email us at jtafla@dbesystem.com.

Jacksonville Transportation Authority
Diversity & Equity Program Office
http://www.jtafla.com/
(904) 630-3157

PO Drawer "0"
100 N Myrtle Avenue Jacksonville, Florida 32203
Tel: 904.630.3181 * Fax: 904.630.3166
www.jtafla.com

Carter Environmental Services, Inc. — WBE Certification

WBENC
WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL
JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Carter Environmental Services, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

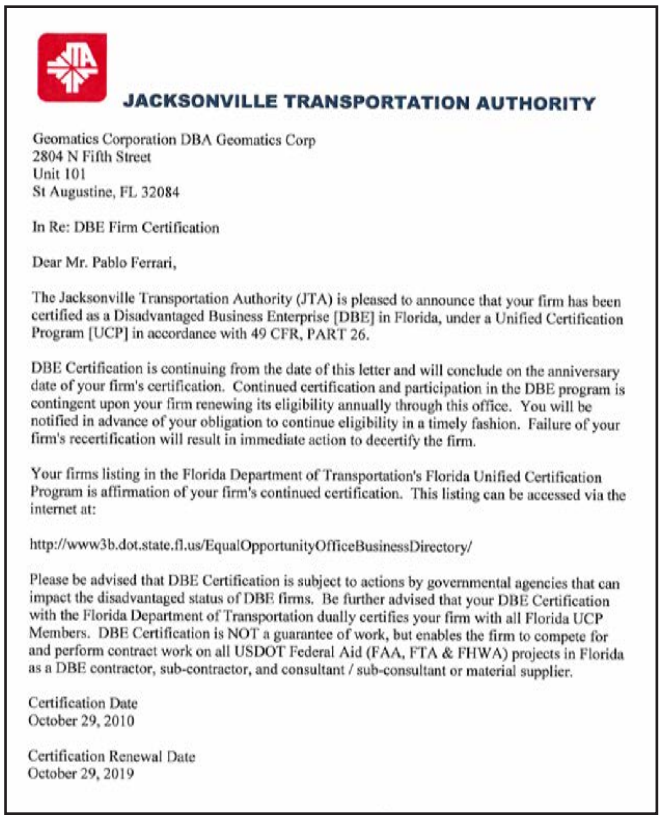
Certification Granted: July 31, 2013
Expiration Date: July 31, 2019
WBENC National Certification Number: 2005122848

WBENC National WBE Certification was processed and validated by Women's Business Development Center - Council of Florida, a WBENC Regional Partner Organization.

Authorized by Nancy Allen, President & CEO
Women's Business Development Center - Council of Florida

NAICS: 541620, 562910
UNSPSC: 77000000, 77101500

Geomatics Corporation — DBE Certification



JACKSONVILLE TRANSPORTATION AUTHORITY

Geomatics Corporation DBA Geomatics Corp
2804 N Fifth Street
Unit 101
St Augustine, FL 32084

In Re: DBE Firm Certification

Dear Mr. Pablo Ferrari,

The Jacksonville Transportation Authority (JTA) is pleased to announce that your firm has been certified as a Disadvantaged Business Enterprise [DBE] in Florida, under a Unified Certification Program [UCP] in accordance with 49 CFR, PART 26.

DBE Certification is continuing from the date of this letter and will conclude on the anniversary date of your firm's certification. Continued certification and participation in the DBE program is contingent upon your firm renewing its eligibility annually through this office. You will be notified in advance of your obligation to continue eligibility in a timely fashion. Failure of your firm's recertification will result in immediate action to decertify the firm.

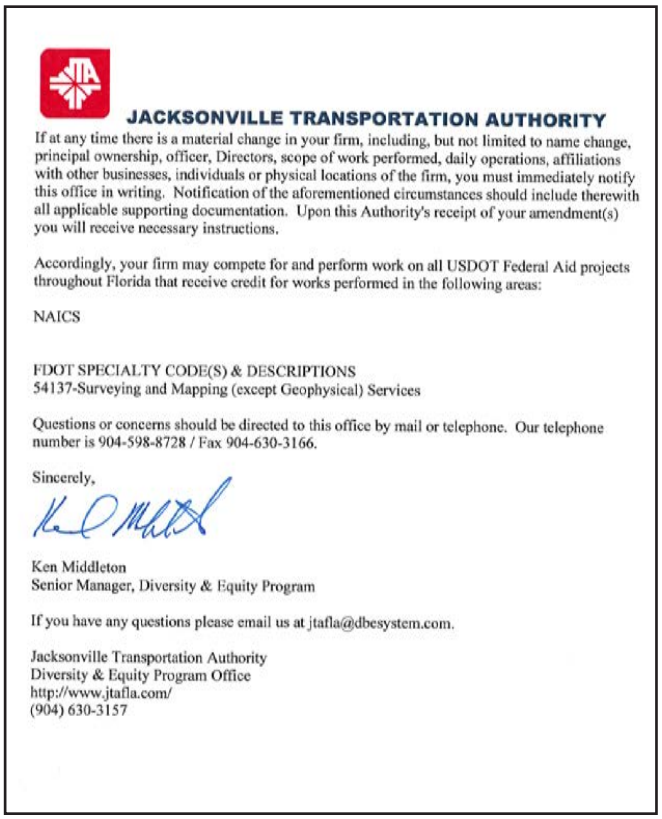
Your firms listing in the Florida Department of Transportation's Florida Unified Certification Program is affirmation of your firm's continued certification. This listing can be accessed via the internet at:

http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/

Please be advised that DBE Certification is subject to actions by governmental agencies that can impact the disadvantaged status of DBE firms. Be further advised that your DBE Certification with the Florida Department of Transportation dually certifies your firm with all Florida UCP Members. DBE Certification is NOT a guarantee of work, but enables the firm to compete for and perform contract work on all USDOT Federal Aid (FAA, FTA & FHWA) projects in Florida as a DBE contractor, sub-contractor, and consultant / sub-consultant or material supplier.

Certification Date
October 29, 2010

Certification Renewal Date
October 29, 2019



JACKSONVILLE TRANSPORTATION AUTHORITY

If at any time there is a material change in your firm, including, but not limited to name change, principal ownership, officer, Directors, scope of work performed, daily operations, affiliations with other businesses, individuals or physical locations of the firm, you must immediately notify this office in writing. Notification of the aforementioned circumstances should include therewith all applicable supporting documentation. Upon this Authority's receipt of your amendment(s) you will receive necessary instructions.

Accordingly, your firm may compete for and perform work on all USDOT Federal Aid projects throughout Florida that receive credit for works performed in the following areas:

NAICS

FDOT SPECIALTY CODE(S) & DESCRIPTIONS
54137-Surveying and Mapping (except Geophysical) Services

Questions or concerns should be directed to this office by mail or telephone. Our telephone number is 904-598-8728 / Fax 904-630-3166.

Sincerely,

Ken Middleton
Senior Manager, Diversity & Equity Program

If you have any questions please email us at jtafla@dbesystem.com.

Jacksonville Transportation Authority
Diversity & Equity Program Office
http://www.jtafla.com/
(904) 630-3157

8. ADMINISTRATIVE INFORMATION

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER	**CONTACT NAME:** Karen Brinkley
Iron Ridge Insurance	**PHONE (A/C, No, Ext):** (800) 775-8526 **FAX (A/C, No):** (239) 288-7544
4971 Royal Gulf Circle	**E-MAIL ADDRESS:** kbrinkley@ironridgeinsurance.com
Fort Myers FL 33966	
INSURED	
Osiris 9 Consulting LLC	
8833 Perimeter Park Blvd	
Suite 201	
Jacksonville FL 32216	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Sentinel Insurance Company	11000
INSURER B :	Hartford Accident & Indemnity	22357
INSURER C :	Hartford Casualty Insurance Co	29424
INSURER D :	Travelers Casualty and Surety Comp of America	31194
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** CL18111304338 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			21SBMTY8565	10/25/2018	10/25/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			21UECKQ9546	11/23/2018	07/23/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			21SBMTY8565	10/25/2018	10/25/2019	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		21WECAB8NPL	07/23/2018	07/23/2019	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability			106842331	12/12/2018	12/12/2019	Per Claim Aggregate	$1,000,000 $1,000,000

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

Professional Liability is written on a claims-made basis

CERTIFICATE HOLDER

For Proposal Purposes

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ATTACHMENT D

RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES
FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

St. Johns County Board of County Commissioners
Drug-Free Workplace Form

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

Osiris 9 Consulting, 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 Qualification 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

November 27, 2018
Date

ATTACHMENT E

RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES
FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

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

At the time the Qualifications are submitted, the Respondent shall attach to his RFQ 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 Qualification 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 Imran Ghani who, being duly sworn, deposes and says he is President of Osiris 9 Consulting, LLC the respondent submitting the attached Request for Qualification for the services covered by the RFQ documents for **RFQ No: 19-14; Professional Engineering Services for Five (5) CDBG-DR Transportation & Drainage Projects.**

The affiant further states that no more than one Request for Qualification 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 RFQ 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.

OSIRIS 9 CONSULTING, LLC
(Proposer)
By
PRESIDENT
(Title)

STATE OF Florida
COUNTY OF St. Johns

Subscribed and sworn to before me this 27th day of November, 2018 by IMRAN GHANI by who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

Mina Toma
Notary Public

My commission expires:
March 14, 2022

MINA TOMA
MY COMMISSION EXPIRES MAR 14, 2022
#GG196706
Bonded through 1st State Insurance
NOTARY PUBLIC, STATE OF FLORIDA

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

ATTACHMENT F

RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF Osiris 9 Consulting, LLC
being of lawful age and being duly sworn I, Imran Ghani as President
hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.

2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.

3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.

4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this 27th day of November, 2018.

Signature of Affiant

STATE OF Florida

COUNTY OF St. Johns

Subscribed and sworn to before me this 27th day of November, 2018 by IMRAN GHANI by who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

Mina Toma
Notary Public

My commission expires:
March 14, 2022

MINA TOMA
MY COMMISSION EXPIRES MAR 14, 2022
#GG196706
Bonded through 1st State Insurance
NOTARY PUBLIC, STATE OF FLORIDA

ATTACHMENT G

RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

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

Project (RFQ) Number/Description: **19-14, Professional Engineering Services for Five (5) CDBG-DR Transportation & Drainage Projects**

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: Imran Ghani

Authorized Representative(s):

Signature	IMRAN GHANI | PRESIDENT Print Name / Title
Signature	Print Name / Title

ATTACHMENT H

RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

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: N/A Name (s) of the attorneys representing all parties:
   Amount actually recovered, if any: N/A
   Name(s) of the project owner(s)/manager(s) to include address and phone number:
   N/A

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.

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 yes, please explain in detail:
   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 ☒ if yes, please explain in detail:
   N/A

(Use additional or supplemental pages as needed)

ATTACHMENT J

RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

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.

ATTACHMENT J

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): Imran Ghani, PE

SIGNATURE:

TITLE: President

NAME OF FIRM: Osiris 9 Consulting, LLC

DATE: November 27, 2018

ATTACHMENT K

RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES
FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

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

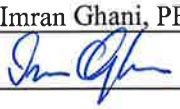
3. are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

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 RFQ, 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): Imran Ghani, PE

SIGNATURE: 

TITLE: President

NAME OF FIRM: Osiris 9 Consulting, LLC

DATE: November 27, 2018

ATTACHMENT L

RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

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, Osiris 9 Consulting, 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): Imran Ghani, PE

SIGNATURE:

TITLE: President

NAME OF FIRM: Osiris 9 Consulting, LLC

DATE: November 27, 2018

ATTACHMENT M

RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

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

President
Title

November 27, 2018
Date

ATTACHMENT N

RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

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 Qualification 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 Qualifications submitted in response to the Request for Qualification or in return for execution of a contract for performance or provision of services for which Qualification are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): Imran Ghani, PE

SIGNATURE:

TITLE: President

DATE: November 27, 2018

NAME OF FIRM/PARTNERSHIP/CORPORATION:

Osiris 9 Consulting, LLC

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

St. Johns County Board of County Commissioners

Purchasing Division

November 16, 2018

ADDENDUM #1

To: **Prospective Respondents**

From: **St. Johns County Purchasing Department**

Subject: **RFQ 19-14, Professional Engineering Services for Five (5) CDBG-DR Transportation and Drainage 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.

Respondents must return this signed Addendum with their submitted proposal to the St. Johns County Purchasing Department, April Bacon, Disaster Recovery Procurement Coordinator; 500 San Sebastian View; St. Augustine, FL 32084 by the submittal deadline.

Questions/Answers:

1. Question: We request that you provide the following plans referred to in the RFQ documents:

   Existing England, Thims & Miller, Inc. Armstrong Road Sidewalk Improvements plan set dated November 2007

   Existing Matthews Design Group, Inc. Orange Street Improvements plan set dated September 2016

   City of St. Augustine HMGP Oyster Creek Improvement Project

   Answer:

   Please see England, Thims & Miller, Inc. Armstrong Road Sidewalk Improvements plan set dated November 2007 **which shall be uploaded to DemandStar as a separate attachment to this addendum.**

   Please see Matthews Design Group, Inc. Orange Street Improvements plan set dated September 2016 **which shall be uploaded to DemandStar as a separate attachment to this addendum..**

   City of St. Augustine HMGP Oyster Creek Improvement Project - **Is unrelated to our Oyster Creek project, however, if you are interested in seeing those plans you will need to contact the City of St. Augustine.**

2. Question: We are formally requesting that the minimum limits for "Comprehensive Automobile Liability Insurance with minimum limits of $2,000,000 combined single limit for bodily injury and property damage liability" is reduced to $1,000,000. The consulting engineers will have limited driving time allocated as part of the scope of services and we believe the $1,000,000 limit more appropriately reflects the size of the projects and the expected liability.

   Answer: The County will not change the required insurance limits.

3. Question: What is the DBE percentage of this contract?

   Answer: There is no percentage requirement for DBE/MBE/WBE businesses. However, the goal is to encourage MWBE participation. Per the RFQ document points will be awarded during evaluation for a Socioeconomic Business Enterprise.

4. Question: What is the MBE percentage of this contract?

   Answer: See Question #3

5. Question: What is the WBE percentage of this contract?

   Answer: See Question #3

6. Question: Will the current plan holder's list be made available?

   Answer: Please see the plan holder's list as of 11/16/2018, which shall be uploaded to DemandStar as a separate attachment to this addendum.

7. Question: Will the attendees at the non-mandatory pre-bid meeting be made available?

   Answer: Please see the Pre-RFQ conference meeting sign-in sheet which is posted on DemandStar and shall be uploaded as a separate attachment to this addendum.

8. Question: Is there a preference for local vendors?

   Answer: St. Johns County does not have a local vendor preference policy.

9. Question: What is your definition of a local vendor?

   Answer: Local vendors are those businesses which are located within St. Johns County.

10. Question: Will SJC staff provide updated surveys or will respondent team need to provide survey as part of design team?

    Answer: No, County staff will not provide surveys, the Respondent shall provide survey services as part of their design team.

Separate Attachments:

England, Thims & Miller, Inc.; Armstrong Road Sidewalk Improvements plan set dated November 2007

Matthews Design Group, Inc.; Orange Street Improvements plan set dated September 2016

Planholders List as of 11/16/2018

Pre-RFQ Conference sign-in sheet

RFQ Due Date Remains: Thursday November 29, 2018

Acknowledgment

11/27/2018

Signature and Date

IMRAN GHANI, PRESIDENT

Printed Name/Title

OSIRIS 9 CONSULTING, LLC

Company Name (Print)

Sincerely,

April Bacon

Disaster Recovery Procurement Coordinator

END OF ADDENDUM NO. 1

November 16, 2018

ADDENDUM #1

To: **Prospective Respondents**

From: **St. Johns County Purchasing Department**

Subject: **RFQ 19-14, Professional Engineering Services for Five (5) CDBG-DR Transportation and Drainage 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.

Respondents must return this signed Addendum with their submitted proposal to the St. Johns County Purchasing Department, April Bacon, Disaster Recovery Procurement Coordinator; 500 San Sebastian View; St. Augustine, FL 32084 by the submittal deadline.

Questions/Answers:

1. Question: We request that you provide the following plans referred to in the RFQ documents:

   Existing England, Thims & Miller, Inc. Armstrong Road Sidewalk Improvements plan set dated November 2007

   Existing Matthews Design Group, Inc. Orange Street Improvements plan set dated September 2016

   City of St. Augustine HMGP Oyster Creek Improvement Project

   Answer:

   Please see England, Thims & Miller, Inc. Armstrong Road Sidewalk Improvements plan set dated November 2007 **which shall be uploaded to DemandStar as a separate attachment to this addendum.**

   Please see Matthews Design Group, Inc. Orange Street Improvements plan set dated September 2016 **which shall be uploaded to DemandStar as a separate attachment to this addendum..**

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   Answer: The County will not change the required insurance limits.

3. Question: What is the DBE percentage of this contract?

   Answer: There is no percentage requirement for DBE/MBE/WBE businesses. However, the goal is to encourage MWBE participation. Per the RFQ document points will be awarded during evaluation for a Socioeconomic Business Enterprise.

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England, Thims & Miller, Inc.; Armstrong Road Sidewalk Improvements plan set dated November 2007

Matthews Design Group, Inc.; Orange Street Improvements plan set dated September 2016

Planholders List as of 11/16/2018

Pre-RFQ Conference sign-in sheet

RFQ Due Date Remains: Thursday November 29, 2018

Acknowledgment

Sincerely,

April Bacon

Disaster Recovery Procurement Coordinator

_____

Signature and Date

_____

Printed Name/Title

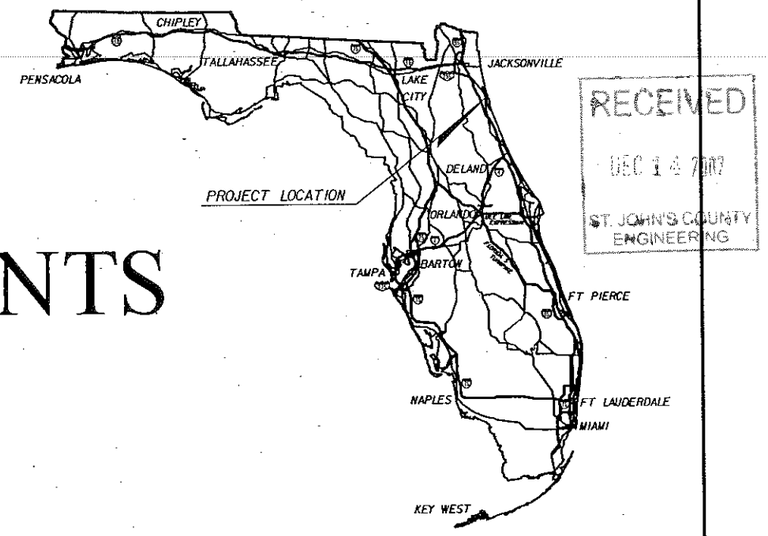
_____

Company Name (Print)

END OF ADDENDUM NO. 1

ARMSTRONG ROAD SIDEWALK IMPROVEMENTS

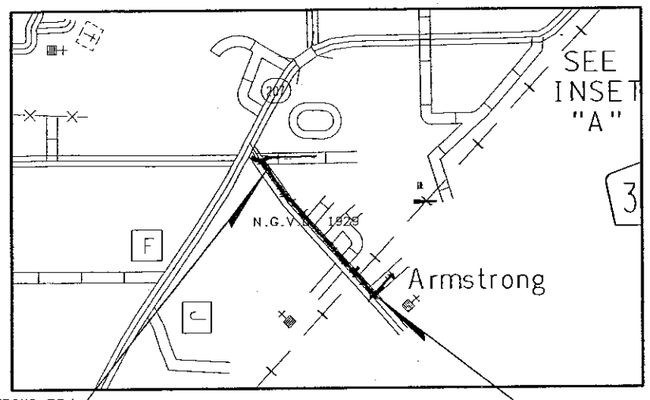
ST. JOHNS COUNTY, FLORIDA

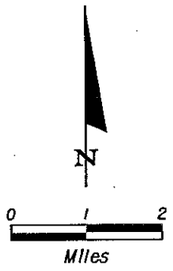


RECEIVED
DEC 14 2007
ST. JOHNS COUNTY ENGINEERING

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2-3	TYPICAL SECTION
4	GENERAL NOTES
5	PROJECT LAYOUT
6	REFERENCE POINTS
7-15	ROADWAY PLAN AND PROFILE
16-30	ROADWAY CROSS SECTIONS
31-34	DRIVEWAY CROSS SECTIONS
35	TRAFFIC CONTROL NOTES
36-37	EROSION CONTROL PLAN
38	EROSION CONTROL NOTES AND DETAILS
39-40	STORM WATER POLLUTION PREVENTION PLAN





BEGIN PROJECT
STA. 101+00.00 ℄ SURVEY/℄ CONST. (ARMSTRONG RD.)
STA. 10+00.00 ℄ CONST. (MOCCASIN CREEK RD.)

END PROJECT
STA. 141+54.21 ℄ SURVEY/℄ CONST. (ARMSTRONG RD.)
STA. 200+00.00 ℄ CONST. (HARVEY RD.)

VICINITY MAP

ROADWAY SHOP DRAWINGS TO BE SUBMITTED TO:

MATTHEW S. MAGGIORE, P.E.
14775 OLD ST AUGUSTINE ROAD
JACKSONVILLE, FLORIDA 32258
(904) 642-8990 - OFFICE
(904) 646-9485 - FAX

ROADWAY PLANS ENGINEER OF RECORD

MATTHEW S. MAGGIORE, P.E.
P.E. NO.: 55371

14775 OLD ST AUGUSTINE ROAD
JACKSONVILLE, FLORIDA 32258
(904) 642-8990 - OFFICE
(904) 646-9485 - FAX

MATTHEW S. MAGGIORE
P.E. NO. 55371
DEC 10 2007

PLANS PREPARED BY:

England-Thims & Miller, Inc.
ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE - ARCHITECTS
14775 OLD SAINT AUGUSTINE ROAD JACKSONVILLE, FLORIDA 32258
CERTIFICATE OF AUTHORIZATION NUMBER: 2584
PHONE NUMBER (904) 642-8990 FAX NUMBER (904) 646-9485

ST. JOHNS COUNTY PROJECT MANAGER:
JOAN ANDERSON

NOVEMBER 2007

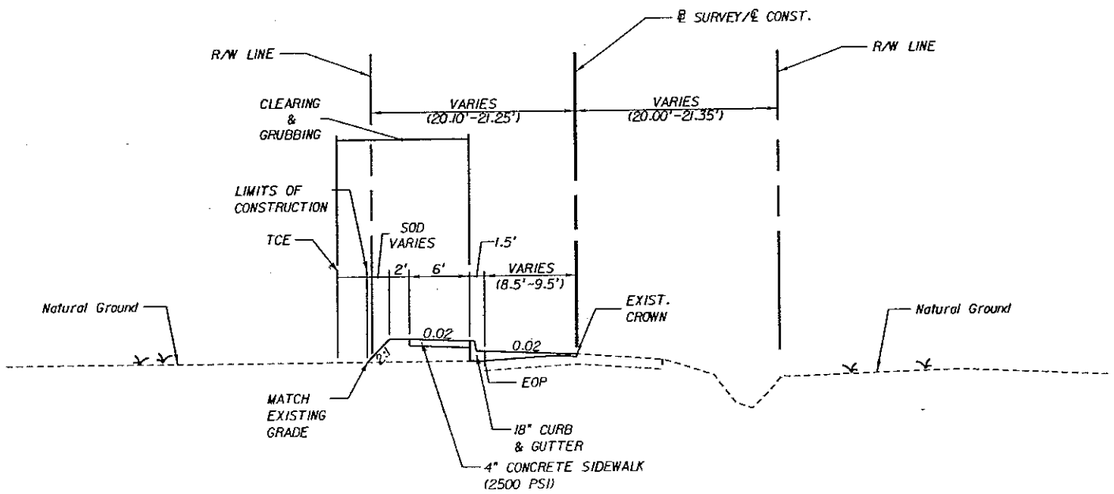
LENGTH OF PROJECT

	LINEAR FT.
ARMSTRONG ROAD	4,054
HARVEY ROAD	483
MOCCASIN CREEK ROAD	420
TOTAL LENGTH	4,957

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

REVISIONS		
DATE	BY.	DESCRIPTION

FISCAL YEAR	SHEET NO.
	1



TYPICAL SECTION 1

ARMSTRONG ROAD

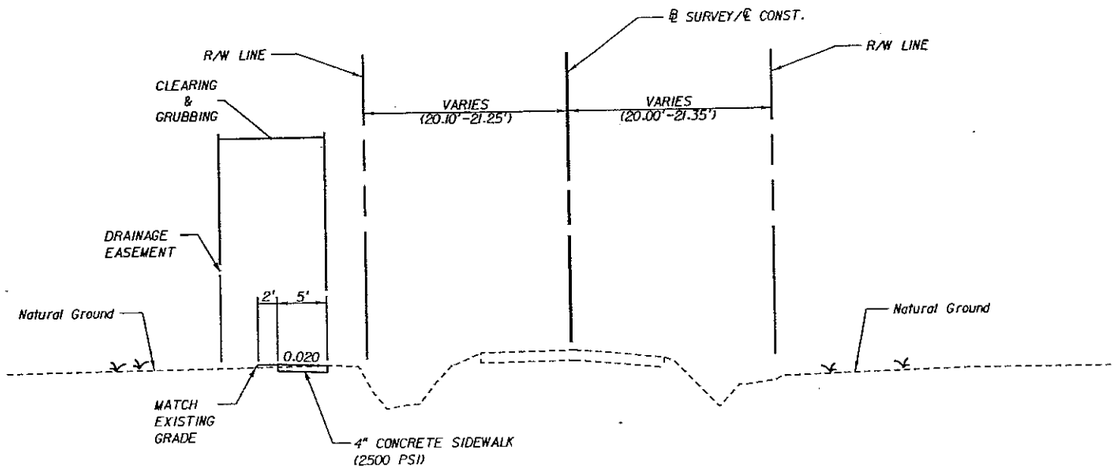
STA. 100+00.00 TO STA. 136+10.00

<u>MILLING</u>

MILL EXISTING N.B. LANE
AT 2% CROSS SLOPE
(1.5" DEPTH AT CENTERLINE)

<u>RESURFACING/OVERBUILD</u>

TYPE S-1 ASPHALT 4" AVG. DEPTH
(1.5" AT CENTERLINE)



TYPICAL SECTION 2

ARMSTRONG ROAD

STA. 136+10.00 TO STA. 141+00.00

MATTHEW S. MAGGIORE
P.E. NO. 55371
DEC 10 2007

NO.	BY	DATE	REVISIONS	NO.	BY	DATE	REVISIONS

ST. JOHNS COUNTY

England-Thims & Miller, Inc.
ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE - ARCHITECTS
14775 OLD SAINT AUGUSTINE ROAD JACKSONVILLE, FLORIDA 32256
CERTIFICATE OF AUTHORIZATION NUMBER: 2584
PHONE NUMBER (904) 642-8990 FAX NUMBER (904) 646-9485

PROJECT NO. 03-123-13
DATE NOVEMBER 2007
SCALE

TYPICAL SECTIONS
ARMSTRONG ROAD SIDEWALK

SHEET NO. 2

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11/13/2007
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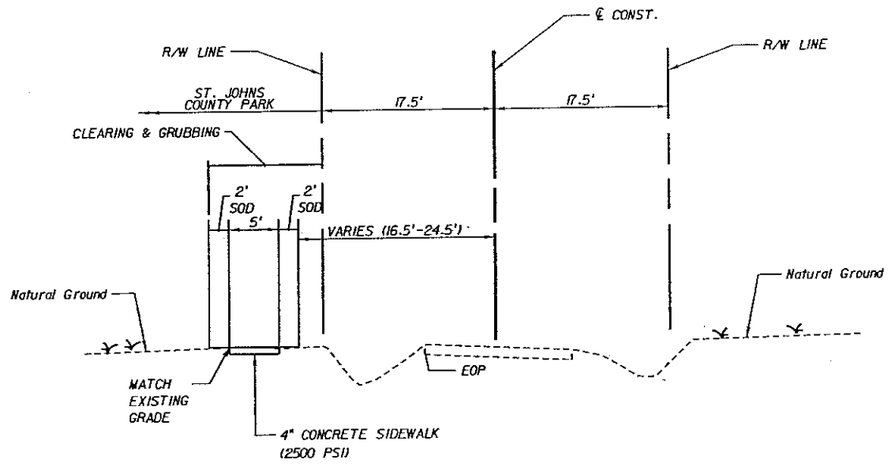
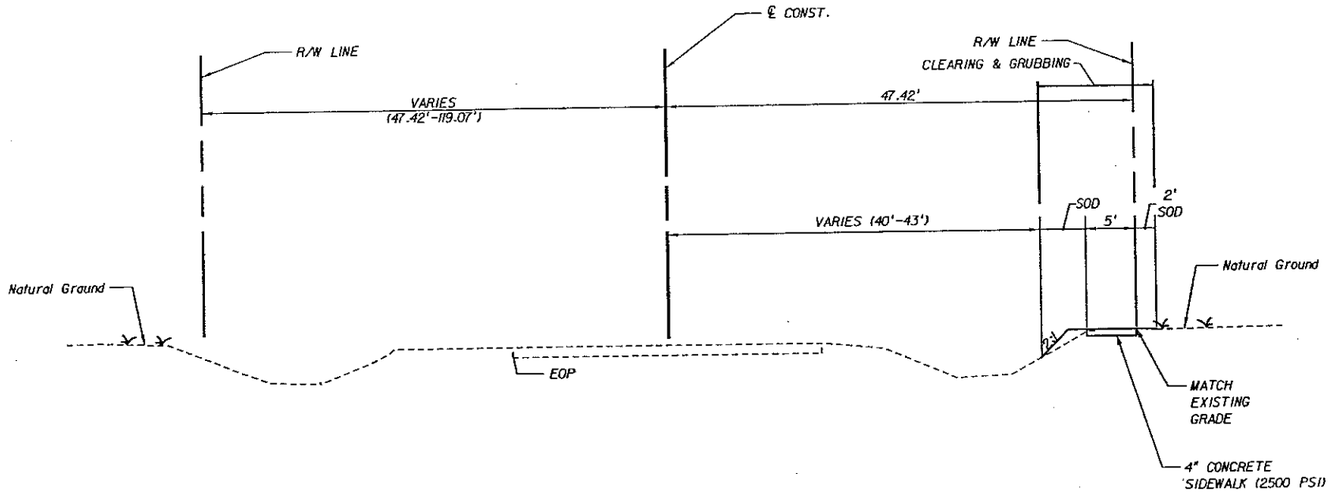


TYPICAL SECTION 2

HARVEY ROAD

STA. 200+00.00 TO STA. 203+90.71



TYPICAL SECTION 3

MOCCASIN CREEK ROAD

STA. 10+00.00 TO STA. 12+05.00

STEVEN S. MAGGIORE
P.E. NO. 55371
DEC 10 2007

NO.	BY	DATE	REVISIONS	NO.	BY	DATE	REVISIONS

ST. JOHNS COUNTY

England-Thims & Miller, Inc.
ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE - ARCHITECTS
14775 OLD SAINT AUGUSTINE ROAD JACKSONVILLE, FLORIDA 32258
CERTIFICATE OF AUTHORIZATION NUMBER: 2584
PHONE NUMBER (904) 642-8990 FAX NUMBER (904) 646-9485

PROJECT NO. 03-123-13
DATE NOVEMBER 2007
SCALE

TYPICAL SECTIONS
ARMSTRONG ROAD SIDEWALK

SHEET NO 3

9:08:18 AM
11/13/2007
G:\03-123\03-123-13\roadway\TYPSR001.dlv

GENERAL NOTES

1. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS / ELEVATIONS APPLY ONLY AT THE POINT SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED. THE EXACT LOCATION SHALL BE DETERMINED BY THE UTILITY COMPANIES PRIOR TO CONSTRUCTION. UTILITIES SHALL REMAIN UNLESS OTHERWISE NOTED.

2. THE CONTRACTOR SHALL NOTIFY UTILITY OWNERS THROUGH SUNSHINE ONE CALL OF FLORIDA INC (1-800-432-4770) AND UTILITY OWNERS LISTED BELOW 48 HOURS IN ADVANCE OF BEGINNING CONSTRUCTION ON THE JOB SITE.

UTILITY OWNERS:

COMPANY	CONTACT	TELEPHONE NUMBERS
WATER AND SEWER:		
ST JOHNS COUNTY UTILITIES	FLOYD REGISTER	(904) 471-2161 EXT: 18
CITY OF ST. AUGUSTINE	BILLY LEE	(904) 825-1055
ELECTRICAL		
FLORIDA POWER AND LIGHT	TRACY STERN	(305) 442-5966
TELEPHONE:		
WINDSTREAM	BOBBIE BROWN	(352) 475-2681
CATV:		
COMCAST CABLE	LARRY WINBURN	(904) 380-6409

(NOTE: IF THERE IS A TRAFFIC MONITORING SITE ON THE PROJECT OR WITHIN 1 MILE OF THE CONSTRUCTION, THE TRANSPORTATION STATISTICS OFFICE IN TALLAHASSEE SHALL BE ADDED TO THE LIST OF UTILITY OWNERS.)

3. ANY PUBLIC LAND CORNER OR BENCH MARK WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE PROJECT ENGINEER SHOULD NOTIFY THE DISTRICT LOCATION SURVEYOR, WITHOUT DELAY, BY TELEPHONE.

4. EXISTING DRIVEWAYS WITHIN THE LIMITS OF THIS PROJECT ARE TO BE REPLACED AT THE SAME LOCATION AND WIDTH WITH SAME MATERIAL TO MEET ST. JOHNS COUNTY STANDARDS.

5. THE CONTRACTOR SHALL NOT BRING ANY HAZARDOUS MATERIALS ONTO THE PROJECT. SHOULD THE CONTRACTOR REQUIRE SUCH FOR PERFORMING THE CONTRACTED WORK, THE CONTRACTOR SHALL REQUEST, IN WRITING, WRITTEN PERMISSION FROM THE PROJECT ENGINEER. THE CONTRACTOR SHALL PROVIDE A COPY TO THE DISTRICT CONTAMINATION IMPACTS COORDINATOR (DCIC). THE CONTRACTOR SHALL PROVIDE THE DCIC WITH A COPY OF THE MATERIAL SAFETY DATA SHEET (MSDS) FOR EACH HAZARDOUS MATERIAL PROPOSED FOR USE. THE PROJECT ENGINEER SHALL COORDINATE WITH THE DCIC PRIOR TO ISSUING WRITTEN APPROVAL TO THE CONTRACTOR. BECAUSE STATE LAW DOES NOT TREAT PETROLEUM PRODUCTS THAT ARE PROPERLY CONTAINERIZED AND INTENDED FOR EQUIPMENT USE AS A HAZARDOUS MATERIAL, SUCH PRODUCTS DO NOT NEED A MSDS SUBMITTAL.

ANY KNOWN OR SUSPECTED HAZARDOUS MATERIAL FOUND ON THE PROJECT BY THE CONTRACTOR SHALL BE IMMEDIATELY REPORTED TO THE PROJECT ENGINEER, WHO SHALL DIRECT THE CONTRACTOR TO PROTECT THE AREA OF KNOWN OR SUSPECTED CONTAMINATION FROM FURTHER ACCESS. THE PROJECT ENGINEER IS TO NOTIFY THE DCIC OF THE DISCOVERY. THE DCIC WILL ARRANGE FOR INVESTIGATION, IDENTIFICATION, AND REMEDIATION OF THE HAZARDOUS MATERIAL. THE CONTRACTOR SHALL NOT RETURN TO THE AREA OF CONTAMINATION UNTIL APPROVAL IS PROVIDED BY THE PROJECT ENGINEER; THE DCIC WILL ADVISE THE PROJECT ENGINEER.

6. ALL HAY BALES AND SILT FENCE SHALL BE REMOVED AT THE COMPLETION OF THE PROJECT.

7. THE CONTRACTOR IS TO MAINTAIN AND KEEP STREET NAME IDENTIFICATION VISIBLE DURING CONSTRUCTION OPERATIONS, IN ORDER TO FACILITATE EMERGENCY VEHICLE TRAFFIC.

8. GRADES SHOWN ARE FINISHED GRADES.

9. BENCH MARK DATA IS NGVD 29.

10. EXISTING DRAINAGE STRUCTURES AND PIPES WITHIN CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED.

11. ALL PIPE JOINTS (ROUND AND ELLIPTICAL) SHALL BE WRAPPED WITH WOVEN OR NON-WOVEN FILTER FABRIC. COST OF FILTER FABRIC IS TO BE INCLUDED IN THE COST OF THE PIPE CULVERT. SEE FDOT INDEX NO. 280 FOR DETAILS.

12. ALL EXISTING PIPES, INLETS, AND OTHER STRUCTURES REMOVED SHALL BE DISPOSED OF BY THE CONTRACTOR IN AREAS PROVIDED BY HIM.

13. DRAINAGE STRUCTURES ALTERNATES ARE LIMITED TO CONCRETE ONLY. UNLESS OTHERWISE NOTED ON THE PLAN/PROFILES SHEETS AND DRAINAGE STRUCTURE SHEETS, ONLY CONCRETE PIPE SIZES ARE IDENTIFIED.

14. THE LOCATION OF THE UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATION SHALL BE DETERMINED BY THE UTILITY COMPANIES PRIOR TO CONSTRUCTION.

15. PIPE SYSTEM SHALL BE DESILTED AND/OR FLUSHED PRIOR TO FINAL INSPECTION OF PROJECT TO THE SATISFACTION OF THE ENGINEER.

16. FOR UTILITY ADJUSTMENT SYMBOLS, SEE FDOT STANDARD INDEX NO. 002.

17. CONNECTION TO BE MADE TO EXISTING PAVEMENT AT END OF MILLING AS DIRECTED BY THE PROJECT ENGINEER.

18. ANY PORTION OF THE EXISTING RIGHT-OF-WAY THAT IS DISTURBED SHALL BE REDRESSED AND GRASSED TO ORIGINAL OR BETTER CONDITION. ALL SOD WITHIN COUNTY R/W SHALL BE BAHIA.

19. SOD SHALL BE PLACED AS SOON AS POSSIBLE AROUND DRAINAGE STRUCTURES, PAVED DITCHES, AND ON SLOPES TO PREVENT EROSION.

20. ALL MATERIAL REMOVED FROM TRENCHES SHALL BE PICKED UP DURING EXCAVATION AND NO MATERIAL IS TO BE WIND-ROWED ON THE PAVEMENT OR SHOULDERS.

21. THE CONTRACTOR IS REQUIRED TO OBTAIN ALL DEWATERING PERMITS. A STANDARD CONSUMPTIVE PERMIT IS REQUIRED FROM THE SJRWMD FOR DEWATERING THAT EXCEEDS 694 GPM.. THE DISCHARGE FROM DEWATERING ACTIVITIES SHALL NOT VIOLATE STATE OR FEDERAL TURBIDITY STANDARDS. TURBIDITY CONTROLS SUCH AS SEDIMENT TRAPS, FLOCCULANTS, FILTERS AND OTHER MEASURES SHALL BE USED TO MEET DISCHARGE STANDARDS. SEE THE STORM WATER POLLUTION PREVENTION PLAN FOR MORE INFORMATION.

22. ALL EXCAVATION WITHIN 10 FT. OF THE TRAVELED WAY MUST BE BACKFILLED WITHIN 24 HOURS.

23. ALL PAVEMENT MARKING AND/OR STRIPING REQUIRED MUST BE DONE USING ONLY "LEAD FREE" THERMOPLASTIC.

24. WHERE THE EDGE OF PAVEMENT ALONG CONSTRUCTION AND WIDENING AREAS IS UNEVEN OR RAGGED, MECHANICAL CUTTING OF JOINTS WILL BE REQUIRED PRIOR TO PLACING THE NEW PAVEMENT MATERIALS.

25. ACCORDING TO F.S. 336.048, THE CONTRACTOR SHALL NOTIFY LOCAL LAW ENFORCEMENT AND ENGINEER WHEN ONE OR MORE TRAVELED LANES WILL BE CLOSED MORE THAN TWO (2) HOURS AT LEAST 24 HOURS IN ADVANCE.

26. ALL WORK TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPLICABLE CODES OF S.J.C.

27. SIDEWALKS SHALL BE CONSTRUCTED PER FDOT INDEX 310.

28. THE CONTRACTOR SHALL RELOCATE MAILBOXES AS REQUIRED. ANY DAMAGED MAILBOXES SHALL BE REPLACED WITH ST. JOHNS COUNTY'S APPROVAL AT CONTRACTOR EXPENSE.THE CONTRACTOR SHALL TRIM TREES AS REQUIRED TO PROVIDE A MINIMUM OF 10' VERTICAL CLEARANCE OVER SIDEWALKS.

29. ALL STORM DRAIN PIPING ARE TO BE TELEVISED PER SJC LAND DEVELOPMENT CODE.

30. THE CONSTRUCTION AND PLACEMENT OF ANY CURB CUT RAMPS OR LANDING PADS WITHIN ST. JOHNS COUNTY RIGHT OF WAYS SHALL AT A MINIMUM ADHERE TO THE STANOARDS AS SET FORTH BY THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD INDEX 304, SHEETS 1 THROUGH 6, AND 28 CODE OF FEDERAL REGULATIONS (CFR) PART 36, APPENDIX A LATEST REVISION, FLORIDA ACCESSIBILITY CODE, AS WELL AS APPLICABLE COUNTY REQUIREMENTS; LDC SECTION 6.04.02.C. DETECTABLE WARNING SURFACES SHALL MEET ST JOHNS COUNTY'S STANDARDS. CONTACT THE ENGINEERING DIVISION FOR FURTHER INFORMATION AT 904-209-0110

31. ST. JOHNS COUNTY WILL ACCEPT THE FOLLOWING PRODUCT(S) FOR COMPLIANCE WITH THE "DETECTABLE WARNING" SECTION OF THE AMERICAN WITH DISABILITIES ACT (ADA):
* CAST IN PLACE COMPOSITE TACTILE BY ADA SOLUTIONS, INC.
* CAST IN PLACE DETECTABLE WARNING PANEL BY ARMORCAST.

THE STANDARD COLOR FOR THE DETECTABLE WARNING SURFACE SHALL BE YELLOW. A DIFFERENT CONTRASTING COLOR MAY BE APPROVED WHEN SUBMITTED AS PART OF A UNIFORM SIGNAGE PLAN FOR A DEVELOPMENT. ANY TYPE OF ADHESIVE OR GLUE DOWN MATS; STAMPED CONCRETE OR ANY VARIATION OTHER THAN WHAT IS SPECIFIED ABOVE WILL NOT BE ACCEPTED BY THE COUNTY. THE COUNTY WILL CONSIDER ALTERNATIVES THAT ARE EQUAL TO THE PROJECTS SPECIFIED ABOVE. THE COUNTY ENGINEER AND THE CHIEF ENGINEER FOR DEVELOPMENT SERVICES WILL HAVE THE SOLE RESPONSIBILITY FOR DETERMINING THE PRODUCT ACCEPTABILITY.

MATTHEW S. MAGGIORE
STATE OF FLORIDA
NO. 70157
11/13/2007

NO.	BY	DATE	REVISIONS	NO.	BY	DATE	REVISIONS

ST. JOHNS COUNTY

England-Thims & Miller, Inc.
ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE - ARCHITECTS
14775 OLD SAINT AUGUSTINE ROAD JACKSONVILLE, FLORIDA 32258
CERTIFICATE OF AUTHORIZATION NUMBER: 2584
PHONE NUMBER (904) 642-8990 FAX NUMBER (904) 646-9485

PROJECT NO. 03-123-13
DATE NOVEMBER 2007
SCALE

GENERAL NOTES
ARMSTRONG ROAD SIDEWALK

SHEET NO 4

9:08:15 AM
11/13/2007
G:\03-123\03-123-13\Roadway\GNNTRD01.dlv

END CONSTRUCTION
STA. 12+20.00 ℄ CONST. (MOCCASIN CREEK RD)

CURVE DATA CURVE2
PI STA. = 11+70.24
DELTA = 50° 04' 51" (RT)
D = 35° 17' 56"
T = 75.83
L = 141.88
R = 162.32
PC STA. = 10+94.41
PT STA. = 12+36.28

CURVE DATA CURVE1
PI STA. = 101+22.52
DELTA = 28° 06' 35" (RT)
D = 11° 42' 27"
T = 122.52
L = 240.10
R = 489.39
PC STA. = 100+00.00
PT STA. = 102+40.10

BEGIN PROJECT
STA. 101+00.00 ℄ CONST. (ARMSTRONG RD)
STA. 10+00.00 ℄ CONST. (MOCCASIN CREEK RD)

END CONSTRUCTION
STA. 203+90.71 ℄ CONST. (HARVEY RD)

END PROJECT
STA. 141+54.21 ℄ SURVEY/℄ CONST. (ARMSTRONG RD)
STA. 200+00.00 ℄ CONST. (HARVEY RD)

MATTHEW S. MAGGIORE
P.E. NO. 55371
DEC 10 2007

NO.	BY	DATE	REVISIONS	NO.	BY	DATE	REVISIONS

ST. JOHNS COUNTY

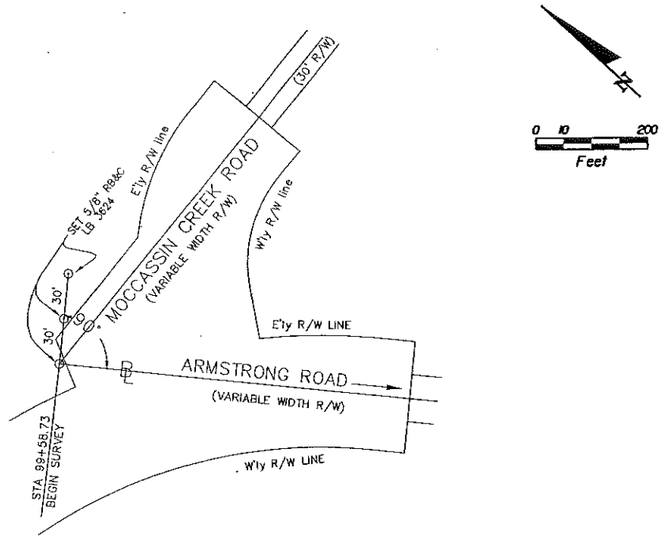
England-Thims & Miller, Inc.
ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE - ARCHITECTS
14775 OLD SAINT AUGUSTINE ROAD JACKSONVILLE, FLORIDA 32258
CERTIFICATE OF AUTHORIZATION NUMBER: 2554
PHONE NUMBER (904) 642-8990 FAX NUMBER (904) 646-9485

PROJECT NO. 03-123-13
DATE NOVEMBER 2007
SCALE

PROJECT LAYOUT
ARMSTRONG ROAD SIDEWALK

SHEET NO 5

9:08:21 AM
11/13/2007
G:\03-123\03-123-13\roadway\PLAYROD.DGN



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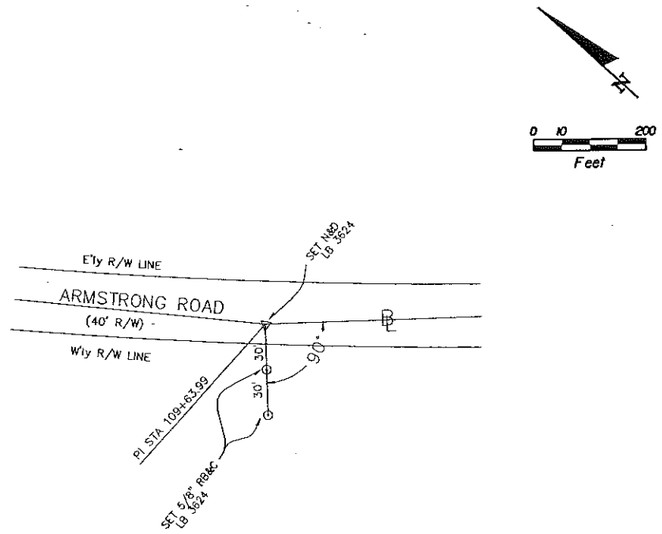

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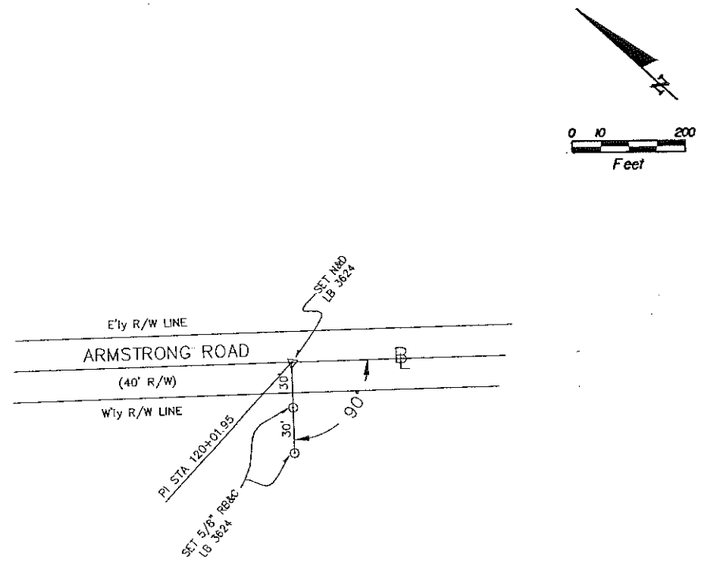
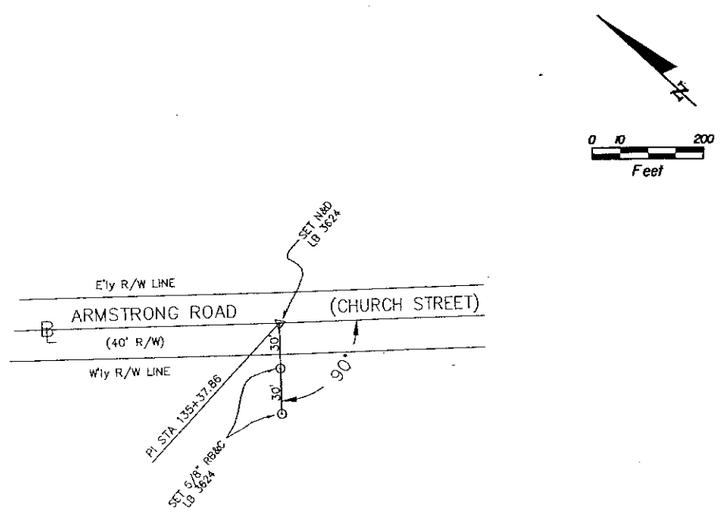


REFERENCE POINT 3



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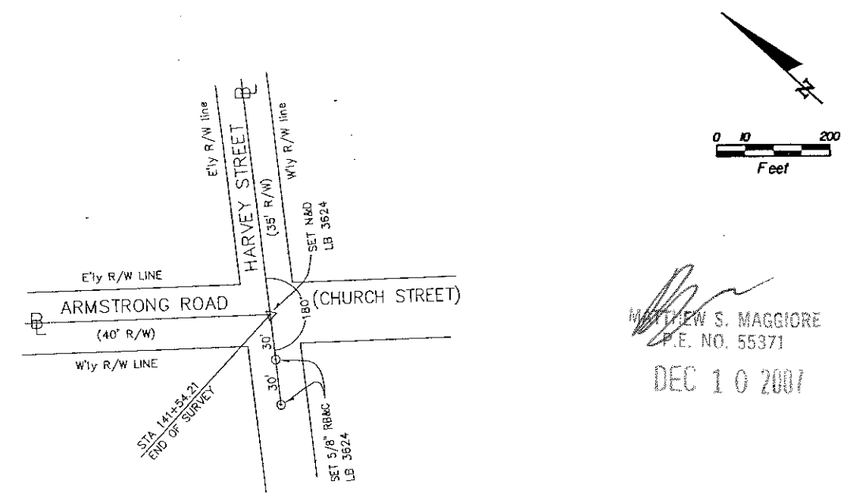

REFERENCE POINT 5

MATTHEW S. MAGGIORE
P.E. NO. 55371
DEC 10 2007

NO.	BY	DATE	REVISIONS	NO.	BY	DATE	REVISIONS

ST. JOHNS COUNTY

England-Thimy & Miller, Inc.
ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE - ARCHITECTS
14775 OLD SAINT AUGUSTINE ROAD JACKSONVILLE, FLORIDA 32258
CERTIFICATE OF AUTHORIZATION NUMBER: 2584
PHONE NUMBER (904) 642-8990 FAX NUMBER (904) 646-9485

PROJECT NO. 03-123-13
DATE NOVEMBER 2007
SCALE

REFERENCE POINTS
ARMSTRONG ROAD SIDEWALK

SHEET NO 6

9/08/27 AM
11/13/2007
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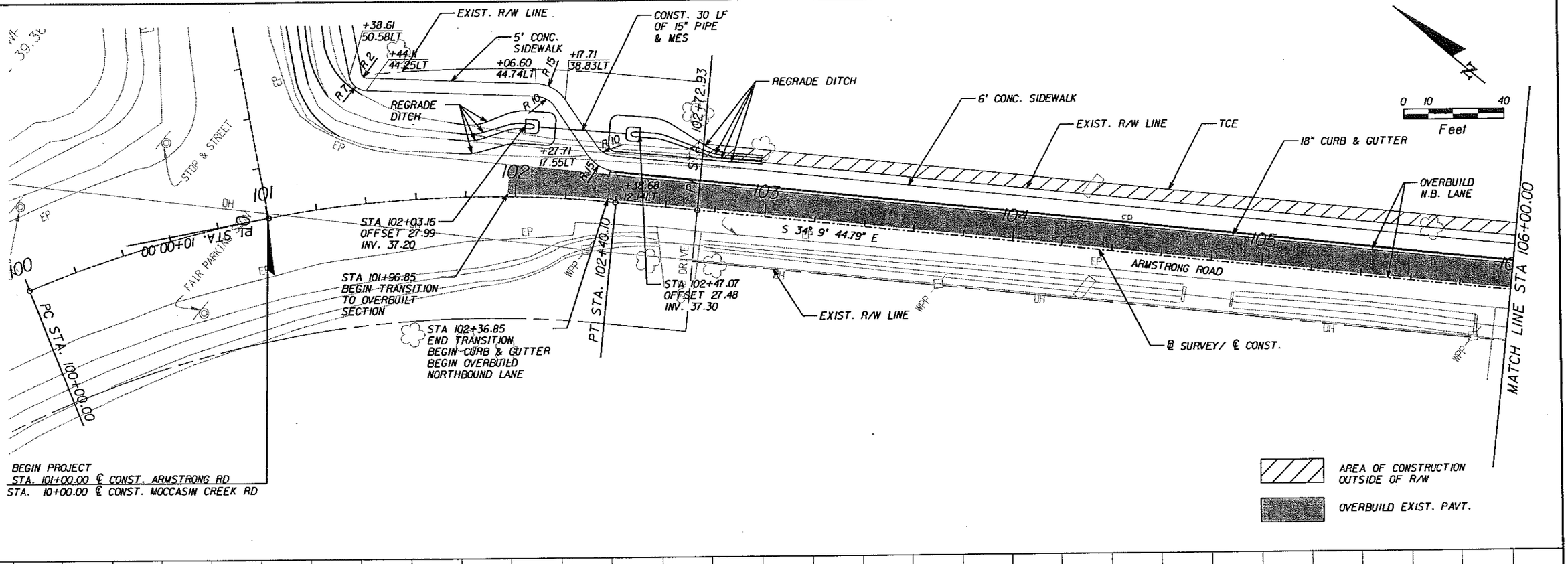

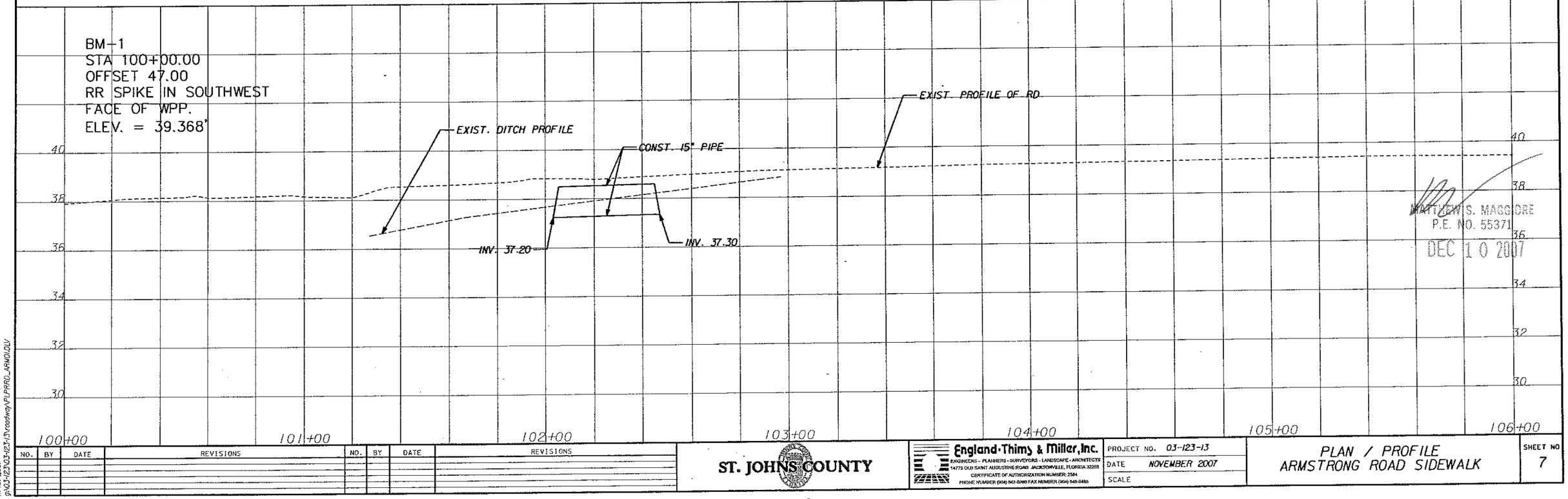

MATTHEW S. MAGGIORE
P.E. NO. 55371
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NO.	BY	DATE	REVISIONS	NO.	BY	DATE	REVISIONS

ST. JOHNS COUNTY

England-Thims & Miller, Inc.
ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE - ARCHITECTS
14775 OLD SAINT AUGUSTINE ROAD JACKSONVILLE, FLORIDA 32258
CERTIFICATE OF AUTHORIZATION NUMBER: 2584
PHONE NUMBER (904) 642-8990 FAX NUMBER (904) 646-9485

PROJECT NO. 03-123-13
DATE NOVEMBER 2007
SCALE

PLAN / PROFILE
ARMSTRONG ROAD SIDEWALK

SHEET NO 7

9:08:37 AM
11/13/2007
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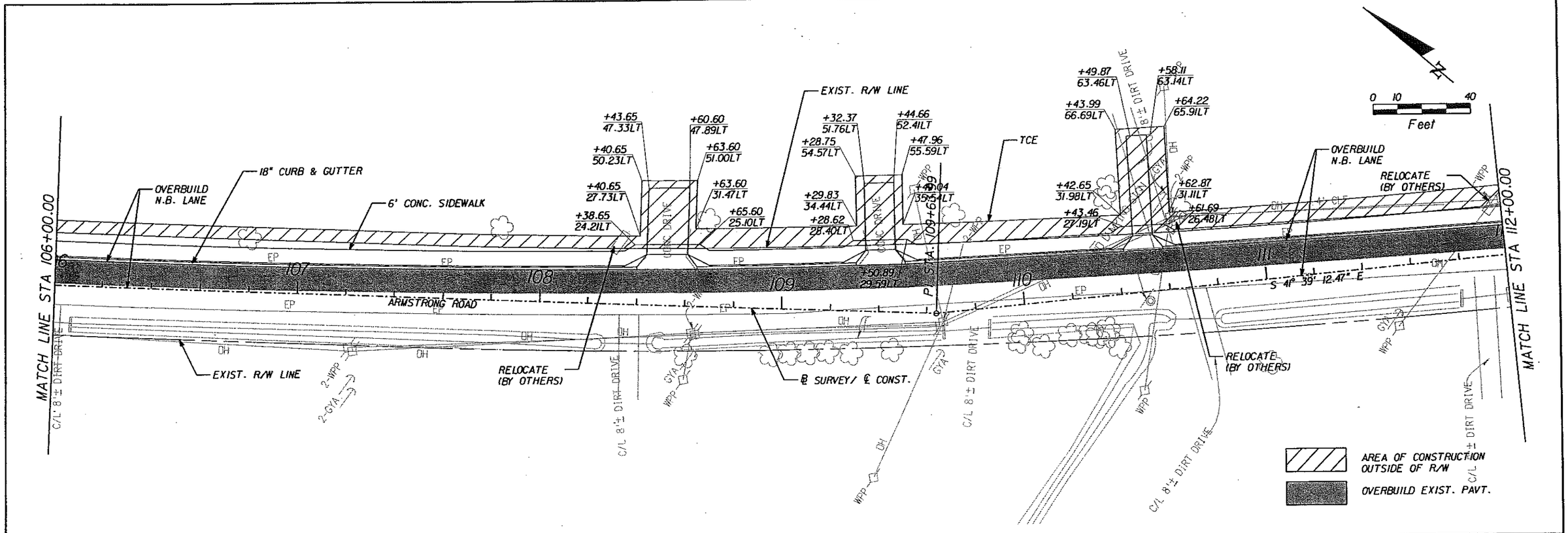

MATTHEW S. MAGGIORE
P.E. NO. 55371
DEC 10 2007

NO.	BY	DATE	REVISIONS	NO.	BY	DATE	REVISIONS

ST. JOHNS COUNTY

England-Thims & Miller, Inc.
ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE - ARCHITECTS
14775 OLD SAINT AUGUSTINE ROAD JACKSONVILLE, FLORIDA 32258
CERTIFICATE OF AUTHORIZATION NUMBER: 2584
PHONE NUMBER (904) 642-8990 FAX NUMBER (904) 646-9485

PROJECT NO. 03-123-13
DATE NOVEMBER 2007
SCALE

PLAN / PROFILE
ARMSTRONG ROAD SIDEWALK

SHEET NO 8

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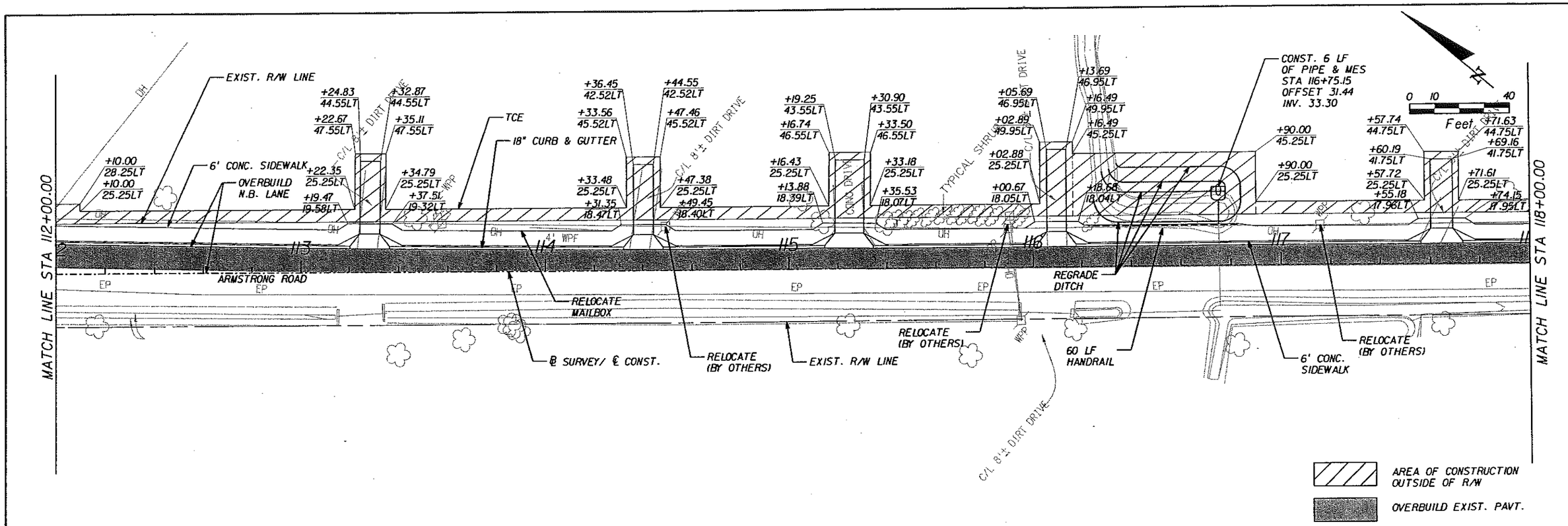

MATTHEW S. MAGGIORE
P.E. NO. 55371
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NO.	BY	DATE	REVISIONS	NO.	BY	DATE	REVISIONS

ST. JOHNS COUNTY

England-Thims & Miller, Inc.
ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE - ARCHITECTS
14775 OLD SAINT AUGUSTINE ROAD JACKSONVILLE, FLORIDA 32258
CERTIFICATE OF AUTHORIZATION NUMBER: 2564
PHONE NUMBER (904) 642-8990 FAX NUMBER (904) 646-9485

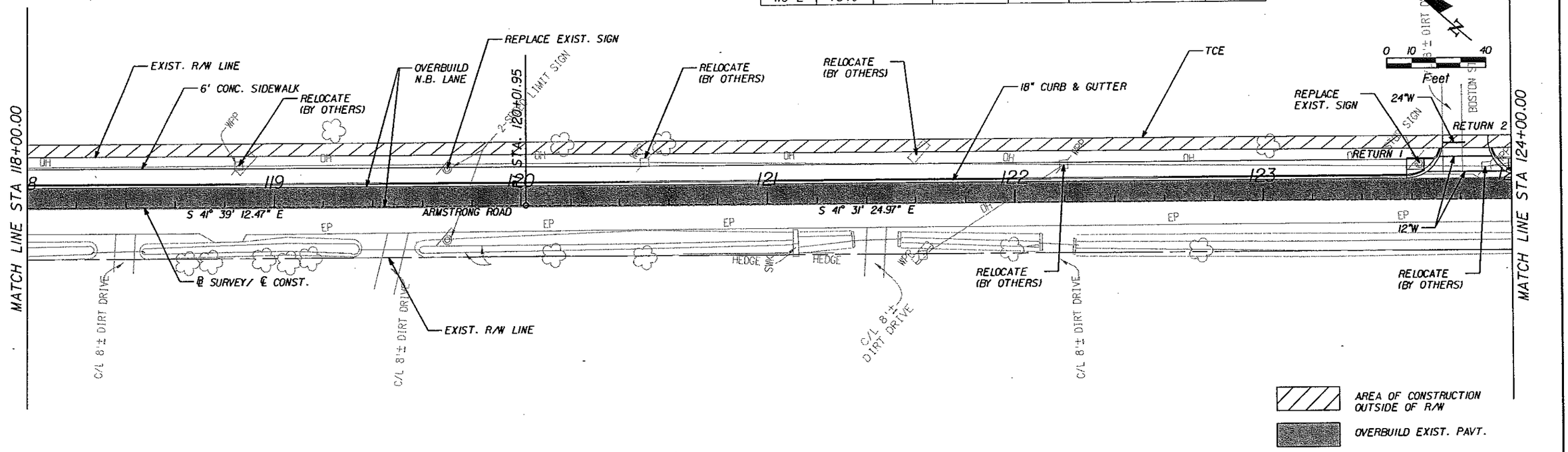
PROJECT NO. 03-123-13
DATE NOVEMBER 2007
SCALE

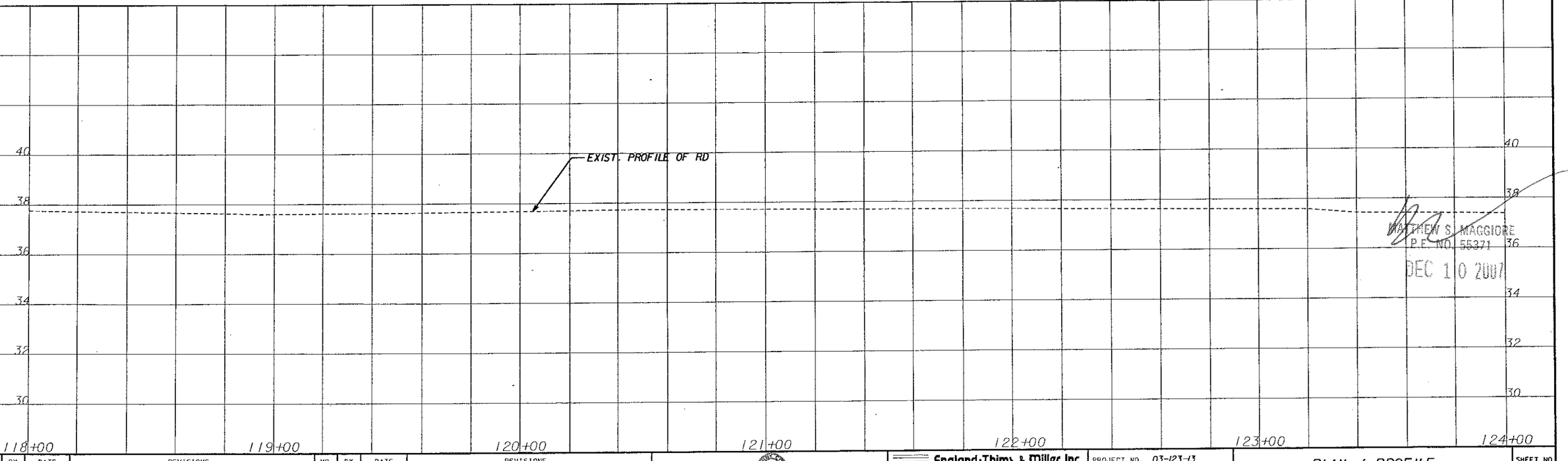
PLAN / PROFILE
ARMSTRONG ROAD SIDEWALK

SHEET NO 9

9:08:35 AM
11/13/2007
g:\03-123\03-123-13\roadway\PLPRRD_ARM03.DLV

RETURN	RADIUS	PC STA	OFFSET	ELEV	PT STA	OFFSET	ELEV
NO 1	15.0'	+57.97	8.42'(LT)	38.00	+72.83	25.34'(LT/)	37.15
NO 2	15.0'	+90.98	25.35'(LT)	37.06	+05.97	8.51'(LT)	37.90





MATTHEW S. MAGGIORE
P.E. NO. 55371
DEC 10 2007

NO.	BY	DATE	REVISIONS	NO.	BY	DATE	REVISIONS

ST. JOHNS COUNTY

England-Thims & Miller, Inc.
ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE - ARCHITECTS
14775 OLD SAINT AUGUSTINE ROAD JACKSONVILLE, FLORIDA 32258
CERTIFICATE OF AUTHORIZATION NUMBER: 2584
PHONE NUMBER (904) 642-8990 FAX NUMBER (904) 646-9485

PROJECT NO. 03-123-13
DATE NOVEMBER 2007
SCALE

PLAN / PROFILE
ARMSTRONG ROAD SIDEWALK

SHEET NO 10

9:08:37 AM
11/13/2007
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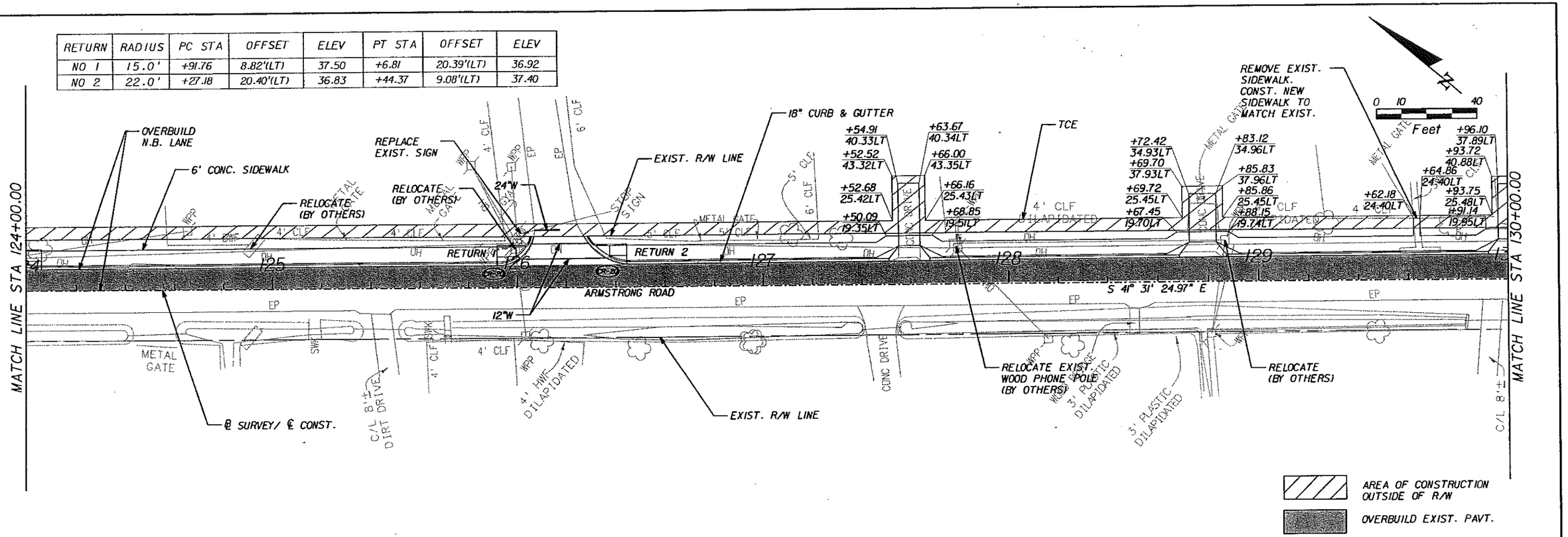
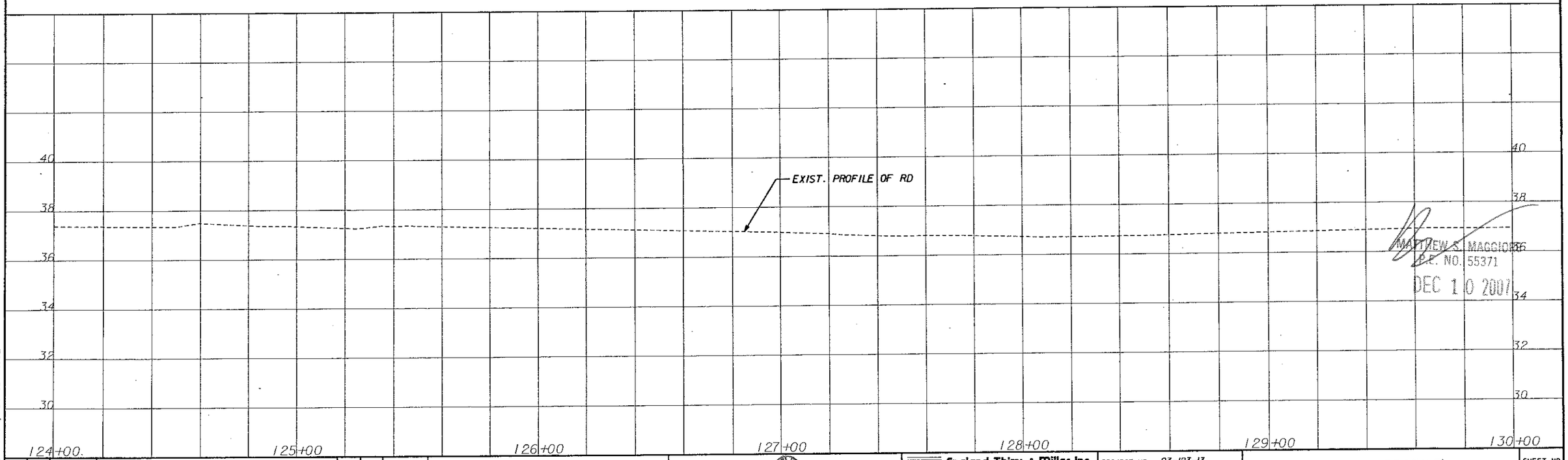
RETURN	RADIUS	PC STA	OFFSET	ELEV	PT STA	OFFSET	ELEV
NO 1	15.0'	+91.76	8.82'(LT)	37.50	+6.81	20.39'(LT)	36.92
NO 2	22.0'	+27.18	20.40'(LT)	36.83	+44.37	9.08'(LT)	37.40





MATTHEW S. MAGGIORE
P.E. NO. 55371
DEC 10 2007

NO.	BY	DATE	REVISIONS	NO.	BY	DATE	REVISIONS

ST. JOHNS COUNTY

England·Thims & Miller, Inc.
ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE - ARCHITECTS
14775 OLD SAINT AUGUSTINE ROAD JACKSONVILLE, FLORIDA 32258
CERTIFICATE OF AUTHORIZATION NUMBER: 2394
PHONE NUMBER (904) 642-8990 FAX NUMBER (904) 646-9485

PROJECT NO. 03-123-13
DATE NOVEMBER 2007
SCALE

PLAN / PROFILE
ARMSTRONG ROAD SIDEWALK

SHEET NO 11

9:08:19 AM
11/13/2007
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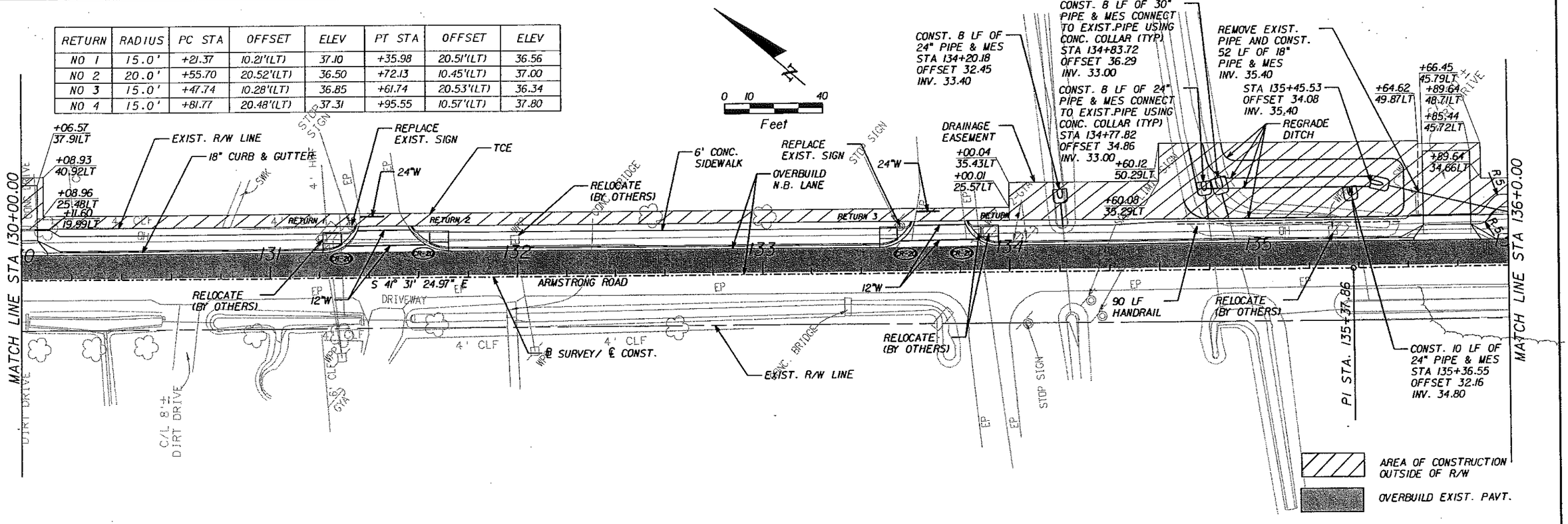
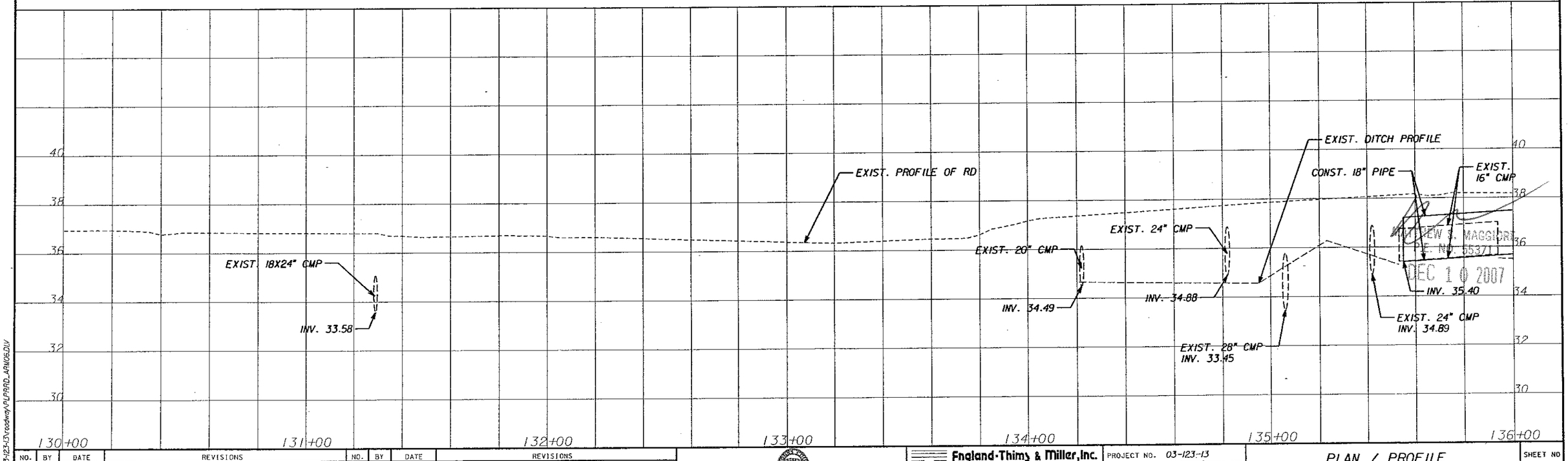
RETURN	RADIUS	PC STA	OFFSET	ELEV	PT STA	OFFSET	ELEV
NO 1	15.0'	+21.37	10.21'(LT)	37.10	+35.98	20.51'(LT)	36.56
NO 2	20.0'	+55.70	20.52'(LT)	36.50	+72.13	10.45'(LT)	37.00
NO 3	15.0'	+47.74	10.28'(LT)	36.85	+61.74	20.53'(LT)	36.34
NO 4	15.0'	+81.77	20.48'(LT)	37.31	+95.55	10.57'(LT)	37.80





MATTHEW J. MACGIORE
P.E. NO. 55371
DEC 10 2007

NO.	BY	DATE	REVISIONS	NO.	BY	DATE	REVISIONS

ST. JOHNS COUNTY

England-Thims & Miller, Inc.
ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE - ARCHITECTS
14775 OLD SAINT AUGUSTINE ROAD JACKSONVILLE, FLORIDA 32258
CERTIFICATE OF AUTHORIZATION NUMBER: 2584
PHONE NUMBER (904) 642-8990 FAX NUMBER (904) 646-9485

PROJECT NO. 03-123-13
DATE NOVEMBER 2007
SCALE

PLAN / PROFILE
ARMSTRONG ROAD SIDEWALK

SHEET NO 12

9:08:41 AM
11/15/2007
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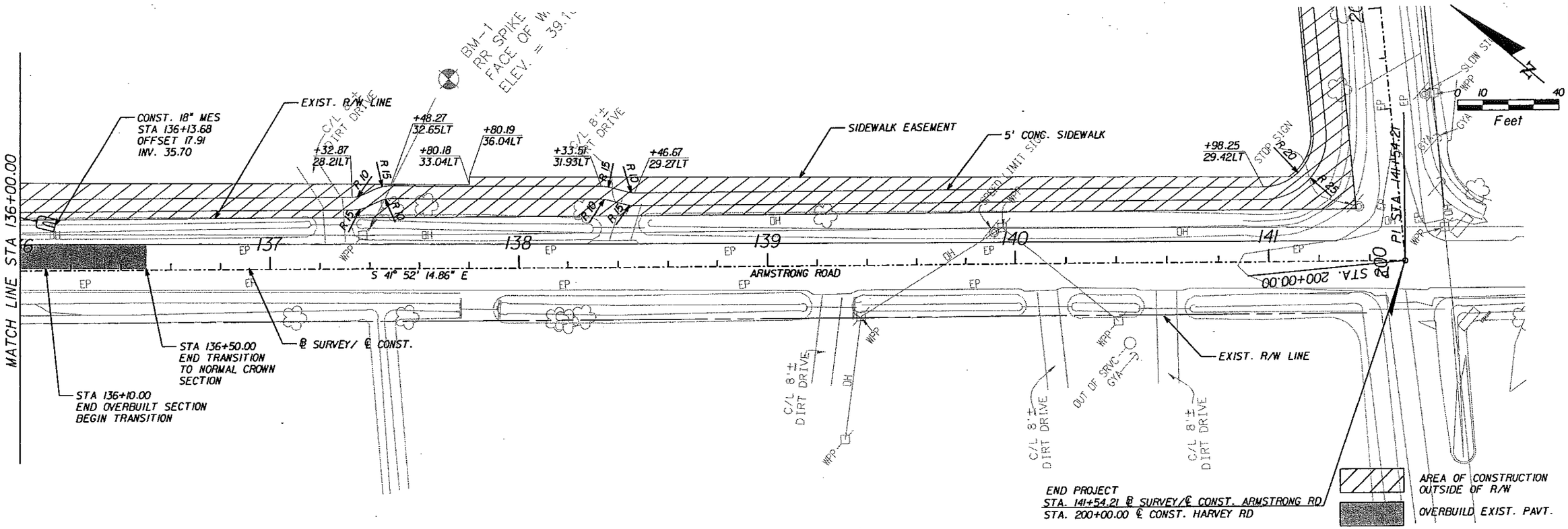

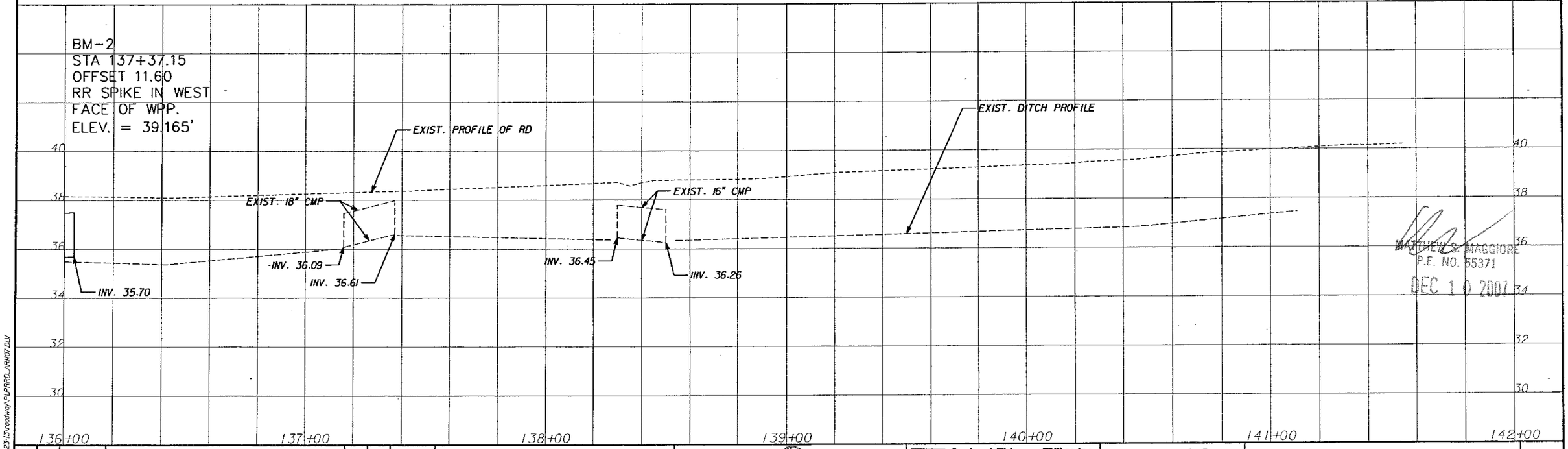

MATTHEW S. MAGGIORE
P.E. NO. 55371
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NO.	BY	DATE	REVISIONS	NO.	BY	DATE	REVISIONS

ST. JOHNS COUNTY

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ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE - ARCHITECTS
14775 OLD SAINT AUGUSTINE ROAD JACKSONVILLE, FLORIDA 32258
CERTIFICATE OF AUTHORIZATION NUMBER: 2584
PHONE NUMBER (904) 642-8990 FAX NUMBER (904) 646-9485

PROJECT NO. 03-123-13
DATE NOVEMBER 2007
SCALE

PLAN / PROFILE
ARMSTRONG ROAD SIDEWALK

SHEET NO 13

9:08:43 AM
11/13/2007
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SIDEWALK EASEMENT

STOP SIGN

R20

R25

+54.17
31.38LT

5' CONC. SIDEWALK

+86.83
20.46LT

+72.64
31.38LT

R15

R10

R10

R10

R15

+93.54
23.88LT

3' WF

PI STA. 202+28.23

5' CONC. SIDEWALK

EXIST. R/W LINE

+90.71
23.88LT

3' WF

3' WF

PI STA. 204+56.45

GATE

3' WF

6' WF

37.85

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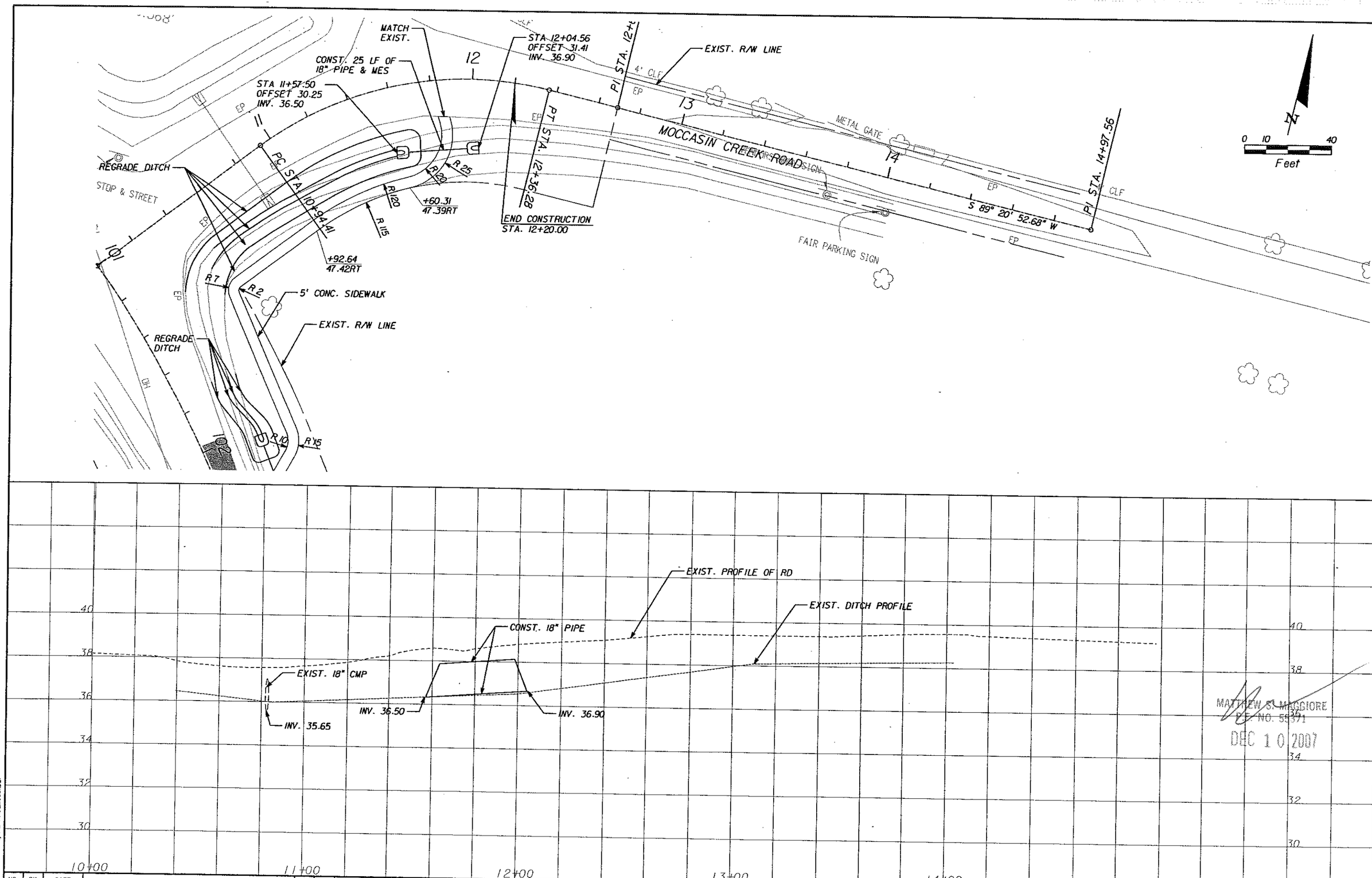

NO.	BY	DATE	REVISIONS	NO.	BY	DATE	REVISIONS

ST. JOHNS COUNTY

England-Thimy & Miller, Inc.
ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE - ARCHITECTS
14775 OLD SAINT AUGUSTINE ROAD JACKSONVILLE, FLORIDA 32258
CERTIFICATE OF AUTHORIZATION NUMBER: 2584
PHONE NUMBER (904) 642-8990 FAX NUMBER (904) 646-9485

PROJECT NO. 03-123-13
DATE NOVEMBER 2007
SCALE

PLAN / PROFILE
MOCCASIN CREEK ROAD SIDEWALK

SHEET NO 15

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11/13/2007
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CONSTRUCTION PLANS FOR

ORANGE STREET IMPROVEMENTS

ST. JOHNS COUNTY

GENERAL NOTES:

A. THE GENERAL CONTRACTOR SHALL NOTIFY THE OWNER/ENGINEER OF ANY DISCREPANCIES BETWEEN THE SURVEY AND FIELD VERIFICATION OF INFORMATION ABOVE OR BELOW GROUND THAT MAY BE CRITICAL TO THE DESIGN OF THIS PROJECT. THE GENERAL CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR AND SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION OF THIS PROJECT.

B. WARRANTY / DISCLAIMER:
THE DESIGNS REPRESENTED IN THESE PLANS ARE IN ACCORDANCE WITH ESTABLISHED PRACTICES OF CIVIL ENGINEERING FOR THE DESIGN FUNCTIONS AND USES INTENDED BY THE OWNER AT THIS TIME. HOWEVER, NEITHER THE ENGINEER NOR ITS PERSONNEL CAN OR DO WARRANT THESE DESIGNS OR PLANS AS CONSTRUCTED EXCEPT IN THE SPECIFIC CASES WHERE THE ENGINEER IS INVOLVED WITH THE PHYSICAL CONSTRUCTION ON AN ONGOING BASIS AT THE SITE.

C. SAFETY NOTICE TO CONTRACTOR:
IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. ANY CONSTRUCTION OBSERVATION BY THE ENGINEER OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON OR NEAR THE CONSTRUCTION SITE.

D. CONSTRUCTION TESTING:
CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COORDINATION, TESTING, LABORATORY ANALYSES, REPORTS, COSTS, ETC., CONCERNING SOILS AND PAVEMENT RELATED DESIGN REQUIREMENTS AND SPECIFICATIONS AS SET FORTH IN THESE PLANS.

E. AS-BUILT SURVEY NOTE:
UPON COMPLETION OF CONSTRUCTION, CONTRACTOR IS REQUIRED TO PROVIDE OWNER / ENGINEER WITH A SIGNED AND SEALED AS-BUILT SURVEY AND ANY OTHER RELATED CONSTRUCTION DOCUMENTS, IN ACCORDANCE WITH APPLICABLE PERMITTING AGENCY REQUIREMENTS, AS THE BASIS FOR PROJECT CERTIFICATIONS AND CLOSE-OUT.

F. RIGHT-OF-WAY:
ANY AND ALL WORK CONDUCTED WITHIN THE CITY OF ST. AUGUSTINE RIGHT-OF-WAYS MUST BE IN ACCORDANCE WITH THE APPLICABLE LAND DEVELOPMENT CODES.

G. PRE-CONSTRUCTION MEETING:
IT IS THE RESPONSIBILITY OF THE APPLICANT TO SCHEDULE A PRE-CONSTRUCTION / PRE PERMIT ISSUANCE MEETING WITH COSA STAFF AFTER PLANS HAVE BEEN RELEASED FOR CONSTRUCTION BY THE CITY AND PRIOR TO STARTING ANY SITE ACTIVITIES.

H. ALL ELEVATIONS SHOWN HEREIN ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88).

VICINITY MAP
N.T.S.

Sheet List Table

Sheet Number	Sheet Title
1	COVER SHEET
2	DEMOLITION PLAN
3	DEMOLITION PLAN
4	DEMOLITION PLAN
5	DEMOLITION PLAN
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7	DEMOLITION PLAN
8	SITE - DRAINAGE PLAN
9	SITE - DRAINAGE PLAN
10	SITE - DRAINAGE PLAN
11	SITE - DRAINAGE PLAN
12	SITE - DRAINAGE PLAN
13	SITE - DRAINAGE PLAN
14	CONSTRUCTION DETAILS

OWNER:
ST. JOHNS COUNTY ENGINEERING
2740 INDUSTRY CENTER ROAD
ST. AUGUSTINE, FL 32084
PHONE: (904) 209-0124
CONTACT: DOUG TARBOX

PREPARED BY:
MATTHEWS DESIGN GROUP, INC.
P.O. BOX 3126, 7 WALDO STREET
ST. AUGUSTINE, FLORIDA 32084
PHONE: (904) 826-1334

30% SUBMITTAL

RESOURCE LIST:
ST. JOHNS COUNTY ENGINEERING
2740 INDUSTRY CENTER ROAD
ST. AUGUSTINE, FLORIDA 32084
(904) 209-0110

PERMITS / APPROVALS	SUBMITTED	RECEIVED
SAINT JOHNS COUNTY		
OTHER		
OTHER		

FLOOD CERTIFICATION:
THIS SITE IS SHOWN IN FLOOD ZONE "X" AS DESIGNATED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 12109C0313H, FOR ST. JOHNS COUNTY, FLORIDA, EFFECTIVE SEPTEMBER 2, 2004.

811 Know what's below. Call before you dig.

REGISTERED ENGINEER
SCOTT A. KNOWLES, P.E.
CA/F3535 FL #55391

REVISIONS

NO.	DATE	DESCRIPTION

DESIGN BY: SAK
CHKD BY: MS
DWN BY: RAM
DATE: 09-30-2016
JOB No.: 15156

MATTHEWS DESIGN GROUP, INC.
P.O. BOX 3126, 7 WALDO STREET
ST. AUGUSTINE, FLORIDA 32084
PHONE: 904.826.1334
FAX: 904.826.4547
INFO@MATTHEWSDESIGN.NET

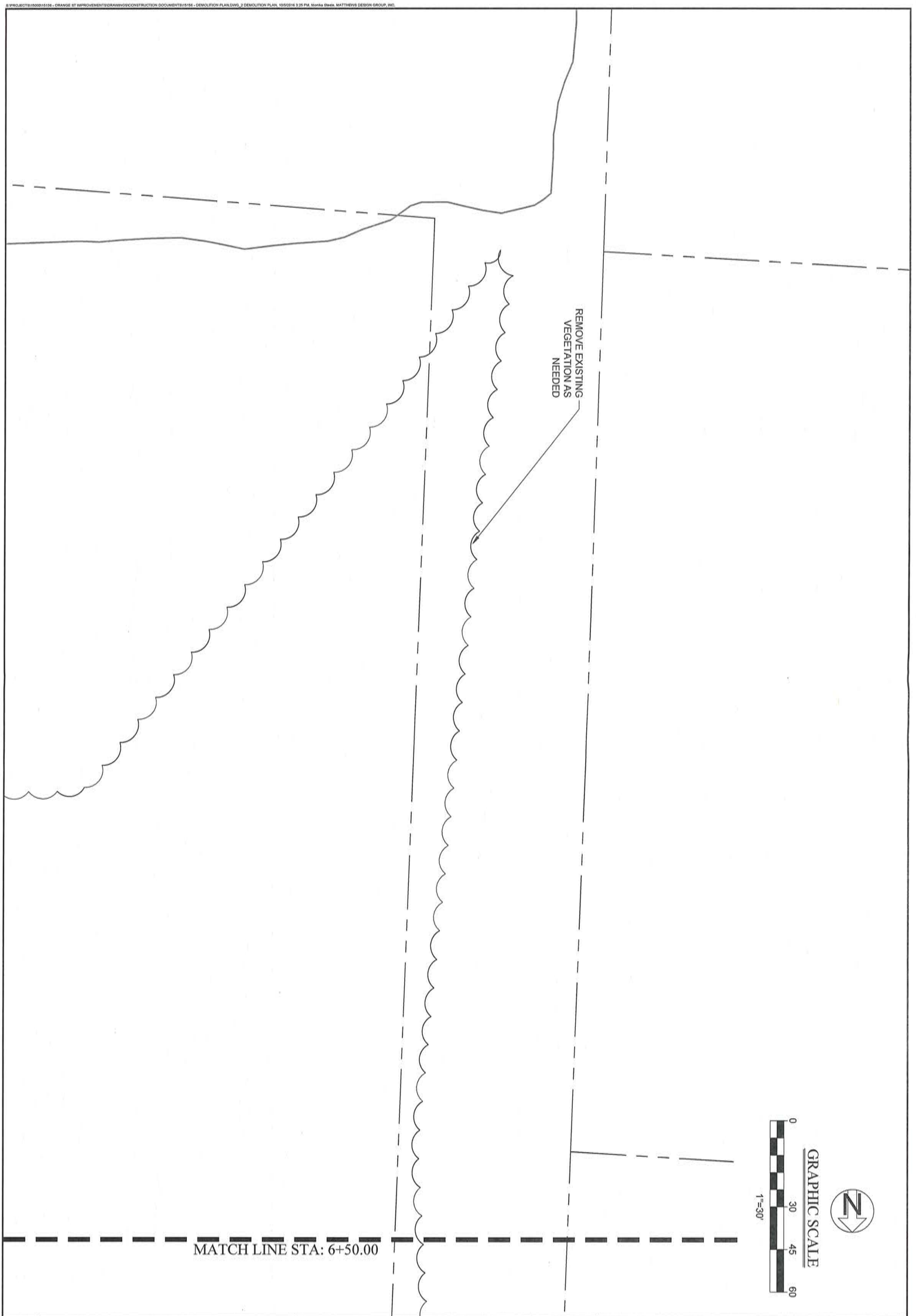
COVER SHEET

ORANGE STREET IMPROVEMENTS
ST. JOHNS COUNTY
PREPARED FOR
ST. JOHNS COUNTY ENGINEERING

SHEET No. 1 OF 14

G:\PROJECTS\15000-15156 - ORANGE ST IMPROVEMENTS\DRAWINGS\CONSTRUCTION DOCUMENTS\15156 - COVER SHEET.DWG, 1 COVER SHEET, 10/5/2016 3:24 PM, Alisha Sheik, MATTHEWS DESIGN GROUP, INC.

S:\PROJECTS\15000\15156 - ORANGE ST IMPROVEMENTS\DRAWINGS\CONSTRUCTION DOCUMENTS\15156 - DEMOLITION PLAN.DWG, 2 DEMOLITION PLAN, 10/5/2016 3:25 PM, Monika Steele, MATTHEWS DESIGN GROUP, INC.



SHEET NO. 2 OF 14

DEMOLITION PLAN

ORANGE STREET IMPROVEMENTS

ST. JOHNS COUNTY, FLORIDA

PREPARED FOR

ST. JOHNS COUNTY ENGINEERING

MATTHEWS DESIGN GROUP, INC.

P.O. BOX 3126, 7 WALDO STREET
ST. AUGUSTINE, FLORIDA 32084
PHONE: 904.826.1334
FAX: 904.826.4547
INFO@MATTHEWSDESIGN.NET

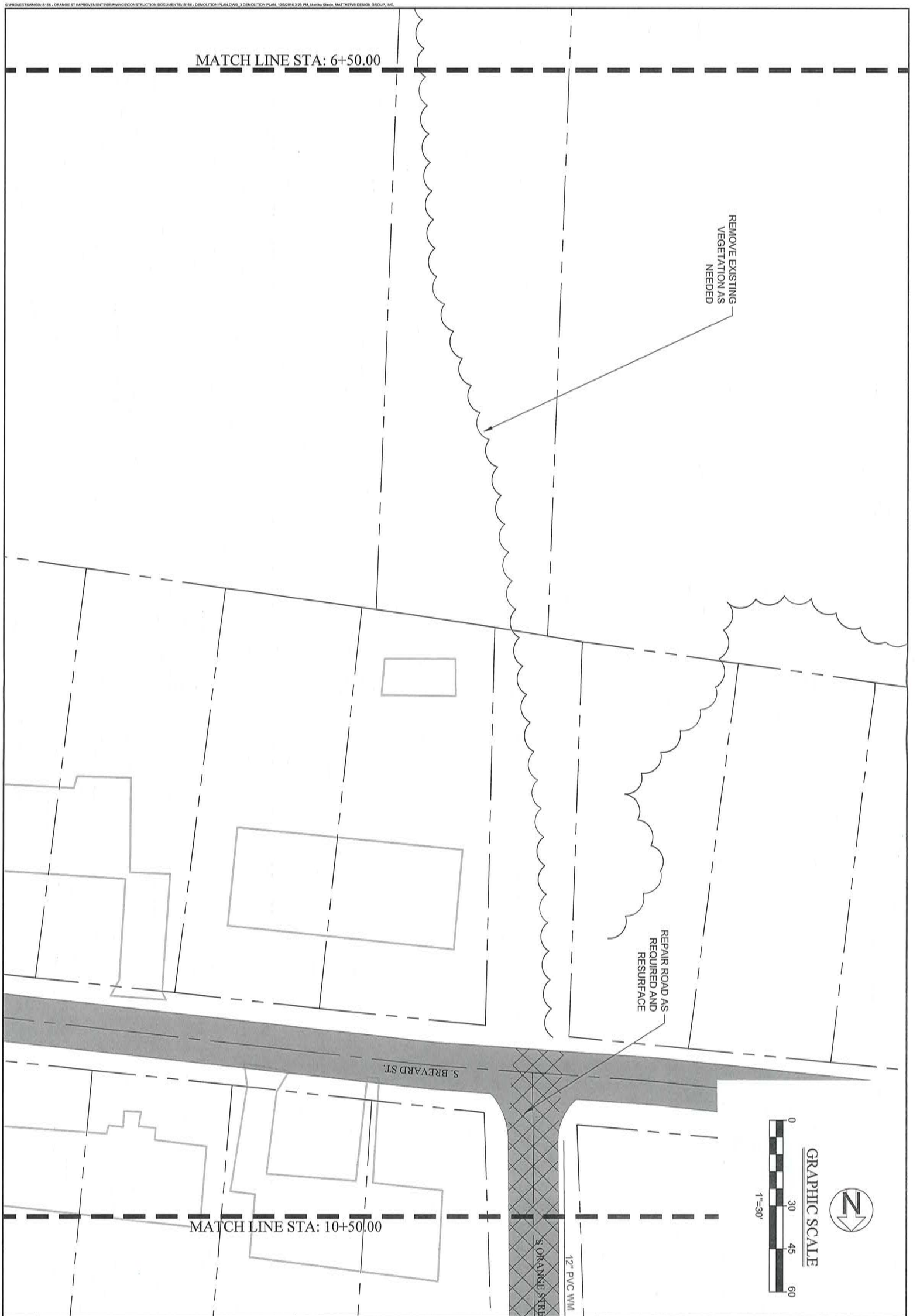
DSGN BY:	SAK
DWG BY:	MS
CHK BY:	RAM
DATE:	09-30-2016
JOB No.:	15156

REVISIONS

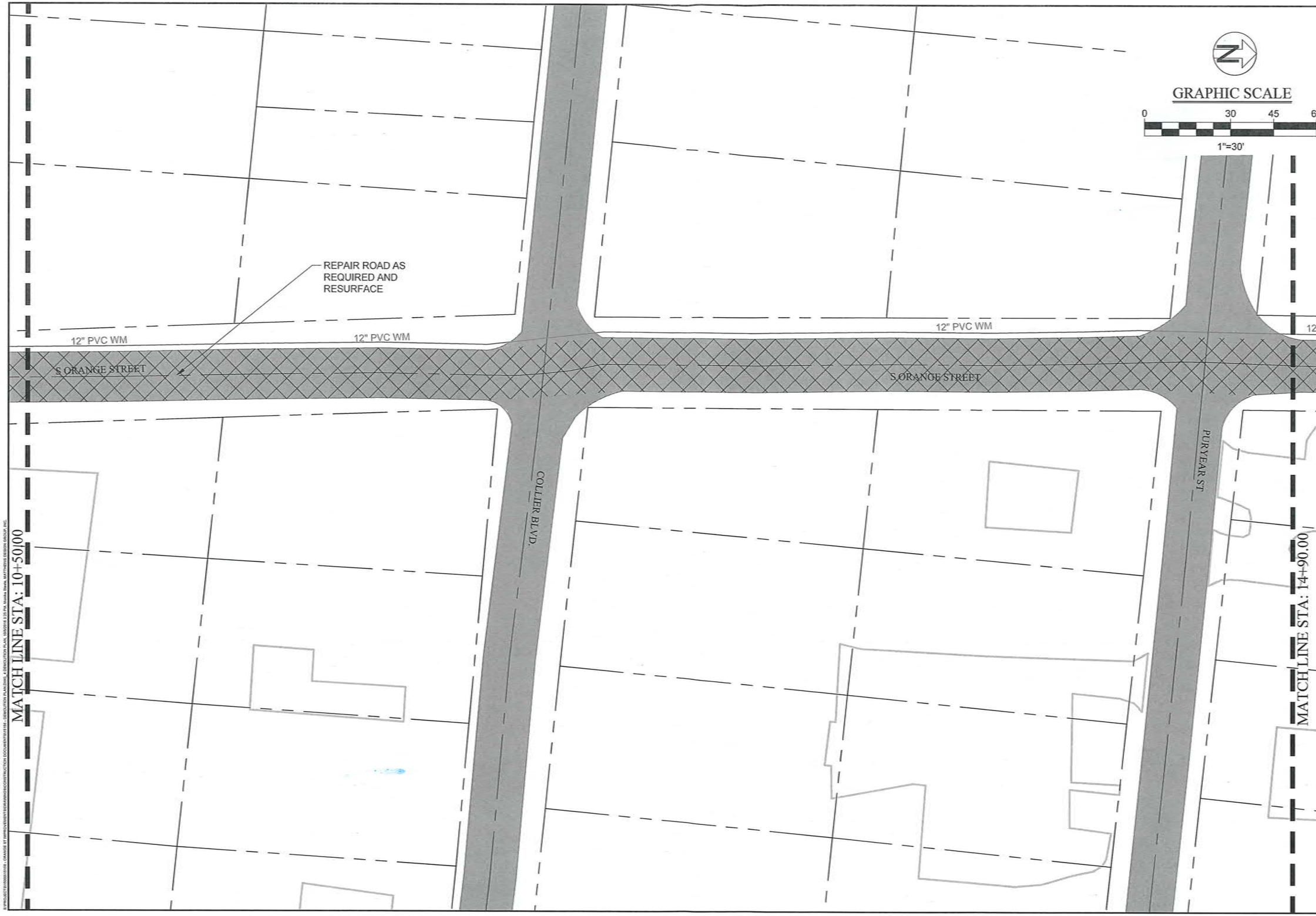
NO.	DATE	DESCRIPTION

REGISTERED ENGINEER
SCOTT A. KNOWLES, P.E.
CA#26535 FL#55391

G:\PROJECTS\15000\15156 - ORANGE ST IMPROVEMENTS\DRAWINGS\CONSTRUCTION DOCUMENTS\15156 - DEMOLITION PLAN.DWG, 3 DEMOLITION PLAN, 10/3/2016 3:25 PM, Monika Gleale, MATTHEWS DESIGN GROUP, INC.



SHEET No. 3 OF 14	DEMOLITION PLAN ORANGE STREET IMPROVEMENTS ST. JOHNS COUNTY, FLORIDA PREPARED FOR ST. JOHNS COUNTY ENGINEERING	MATTHEWS DESIGN GROUP, INC. P.O. BOX 3126, 7 WALDO STREET ST. AUGUSTINE, FLORIDA 32084 PHONE: 904.826.1334 FAX: 904.826.4547 INFO@MATTHEWSDESIGN.NET	DSGN BY: SAK DWG BY: MS CHK BY: RAM DATE: 09-30-2016 JOB No.: 15156	REVISIONS NO. DATE DESCRIPTION	REGISTERED ENGINEER SCOTT A. KNOWLES, P.E. CA#26535 FL #55391



REGISTERED ENGINEER
SCOTT A. KNOVALES, P.E.
CA#26535 FL#55391

REVISIONS

NO.	DATE	DESCRIPTION

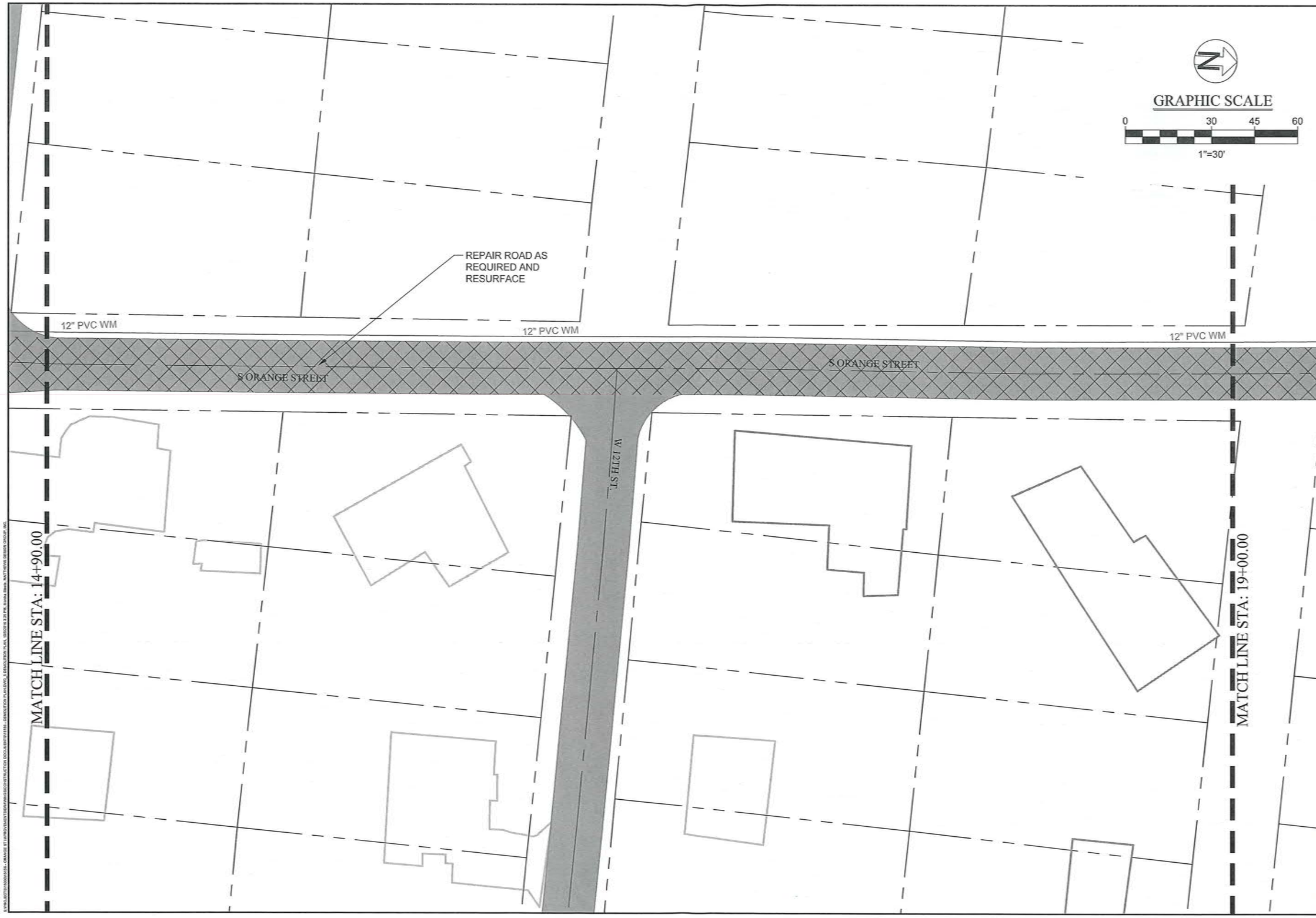
DRAWN BY: SAK
DWG BY: MS
CHK BY: RAM
DATE: 09-30-2016
JOB No.: 15156

MATTHEWS DESIGN GROUP, INC.
P.O. BOX 3126, 7 WALDO STREET
ST. AUGUSTINE, FLORIDA 32084
PHONE: 904.826.1334
FAX: 904.826.4547
INFO@MATTHEWSDESIGN.NET

DEMOLITION PLAN

ORANGE STREET IMPROVEMENTS
ST. JOHNS COUNTY, FLORIDA
PREPARED FOR
ST. JOHNS COUNTY ENGINEERING

SHEET No.: 4 OF 14



REGISTERED ENGINEER
SCOTT A. KNOWLES, P.E.
CA#26535 FL#65391

REVISIONS

NO.	DATE	DESCRIPTION

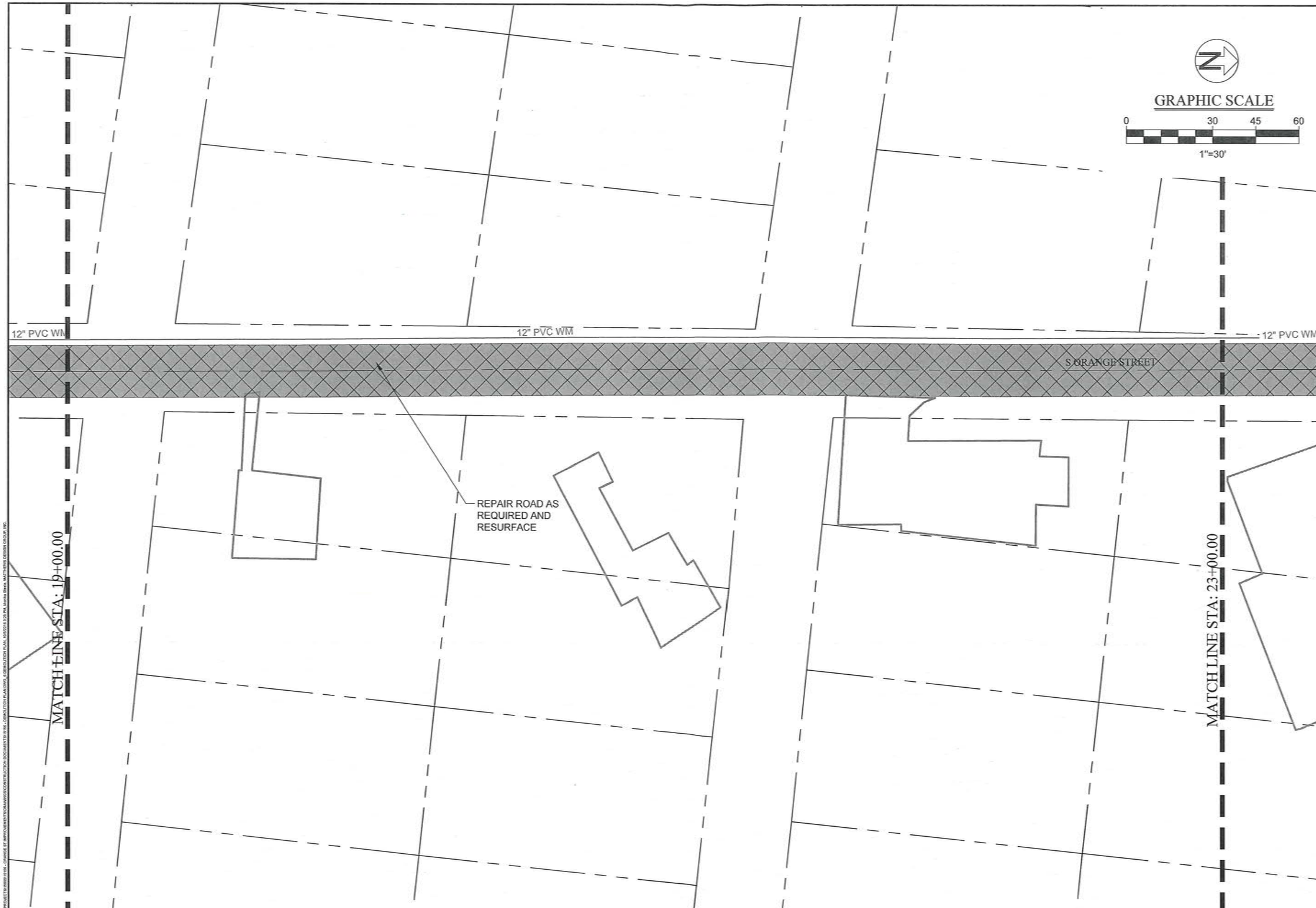
DESIGN BY: SAK
DWG BY: MS
CHK BY: RAM
DATE: 09-30-2016
JOB No.: 15156

MATTHEWS DESIGN GROUP, INC.
P.O. BOX 3126, 7 WALDO STREET
ST. AUGUSTINE, FLORIDA 32084
PHONE: 904.826.1334
FAX: 904.826.4547
INFO@MATTHEWSDESIGN.NET

DEMOLITION PLAN

ORANGE STREET IMPROVEMENTS
ST. JOHNS COUNTY, FLORIDA
PREPARED FOR
ST. JOHNS COUNTY ENGINEERING

SHEET No.: 5 OF 14



REGISTERED ENGINEER
SCOTT A. KNOWLES, P.E.
CA#26535 FL#65391

REVISIONS

NO.	DATE	DESCRIPTION

DRAWN BY: SAK
DWG BY: MS
CHK BY: RAM
DATE: 09-30-2016
JOB No.: 15156

MATTHEWS DESIGN GROUP, INC.
P.O. BOX 3126, 7 WALDO STREET
ST. AUGUSTINE, FLORIDA 32084
PHONE: 904.826.1334
FAX: 904.826.4547
INFO@MATTHEWSDESIGN.NET

DEMOLITION PLAN

ORANGE STREET IMPROVEMENTS

ST. JOHNS COUNTY, FLORIDA

PREPARED FOR

ST. JOHNS COUNTY ENGINEERING

SHEET No.: 6 OF 14

GRAPHIC SCALE

0 30 45 60

1"=30'

12" PVC WM

12" PVC WM

12" PVC WM

EET

ORANGE STREET

REPAIR ROAD AS REQUIRED AND RESURFACE

MATCH LINE STA: 23+00.00

REGISTERED ENGINEER
SCOTT A. KNOKLIS, P.E.
CERTIFICATE # 67997

REVISIONS

NO.	DATE	DESCRIPTION

DESIGNED BY:	SAK
DRAWN BY:	MS
CHK'D BY:	RAM
DATE:	09-30-2016
JOB NO.:	15156

MATTHEWS DESIGN GROUP, INC.
P.O. BOX 3126, 7 WALDO STREET
ST. AUGUSTINE, FLORIDA 32084
PHONE: 904.826.1334
FAX: 904.826.4547
INFO@MATTHEWSDESIGN.NET

DEMOLITION PLAN

ORANGE STREET IMPROVEMENTS
ST. JOHNS COUNTY, FLORIDA
PREPARED FOR
ST. JOHNS COUNTY ENGINEERING

SHEET No.: 7 OF 14

E:\PROJECTS\15000-15199 - ORANGE ST IMPROVEMENTS\DRAWINGS\CONSTRUCTION DOCUMENTS\15156 - DEMOLITION PLAN.DWG, 7 DEMOLITION PLAN, 10/6/2016 3:29 PM, Alaska Wade, MATTHEWS DESIGN GROUP, INC.

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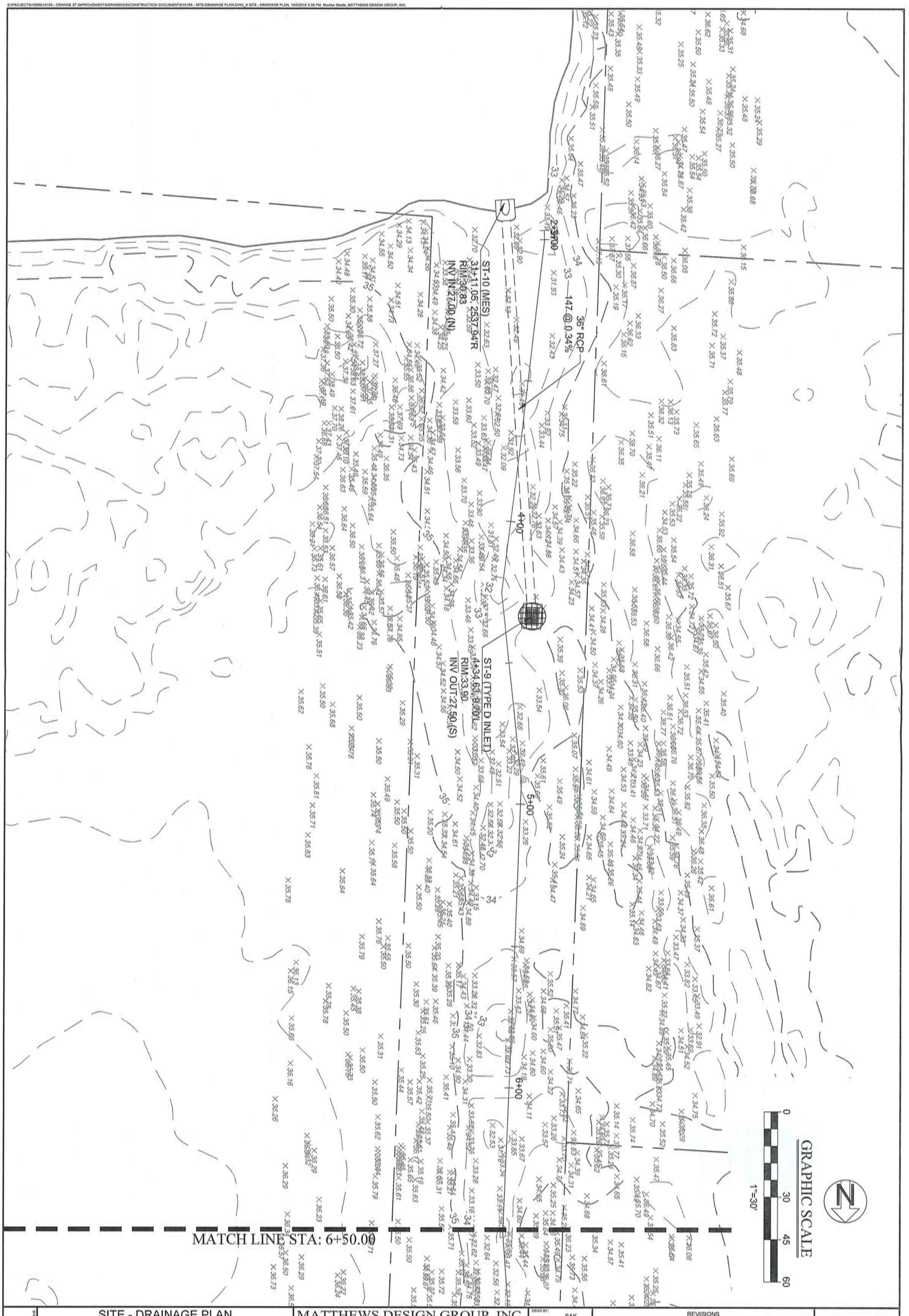


SITE - DRAINAGE PLAN	MATTHEWS DESIGN GROUP, INC.	DSGN BY: SAK	REVISIONS	
ORANGE STREET IMPROVEMENTS	P.O. BOX 3126, 7 WALDO STREET	DWG BY: MS	NO. / DATE / DESCRIPTION	
ST. JOHNS COUNTY, FLORIDA	ST. AUGUSTINE, FLORIDA 32084	CHK BY: RAM		
PREPARED FOR	PHONE: 904.826.1334	DATE: 09-30-2016		
ST. JOHNS COUNTY ENGINEERING	FAX: 904.826.4547	JOB No.: 15156		
	INFO@MATTHEWSDESIGN.NET			

SHEET No. 8 OF 14

REGISTERED ENGINEER
SCOTT A. KNOWLES, P.E.
CA#26535 FL#55391

GRAPHIC SCALE

0 30 45 60

1"=30'

ST-7 (TYPE D INLET)
9+79.45, 6.04'L
RIM:34.84
INV IN:26.70 (N)

36" RCP
46 @ 0.44%

36" RCP
46 @ 0.44%
ST-6 (TYPE D INLET)
10+22.69, 8.88'R
RIM:34.77
INV IN:27.00 (N)
INV OUT:26.90 (S)

12" PVC

S ORANGE STREET

S. BREVARD ST.

7+00 8+00 9+00 10+00

MATCH LINE STA: 6+50.00

MATCHLINE STA: 10+50.00

REVISIONS

NO.	DATE	DESCRIPTION

DESIGN BY:	SAK
DWG BY:	MS
CHK BY:	RAM
DATE:	09-30-2016
JOB NO.:	15156

REGISTERED ENGINEER
SCOTT A. KNOKLIS, P.E.
CERTIFICATE #: 64599

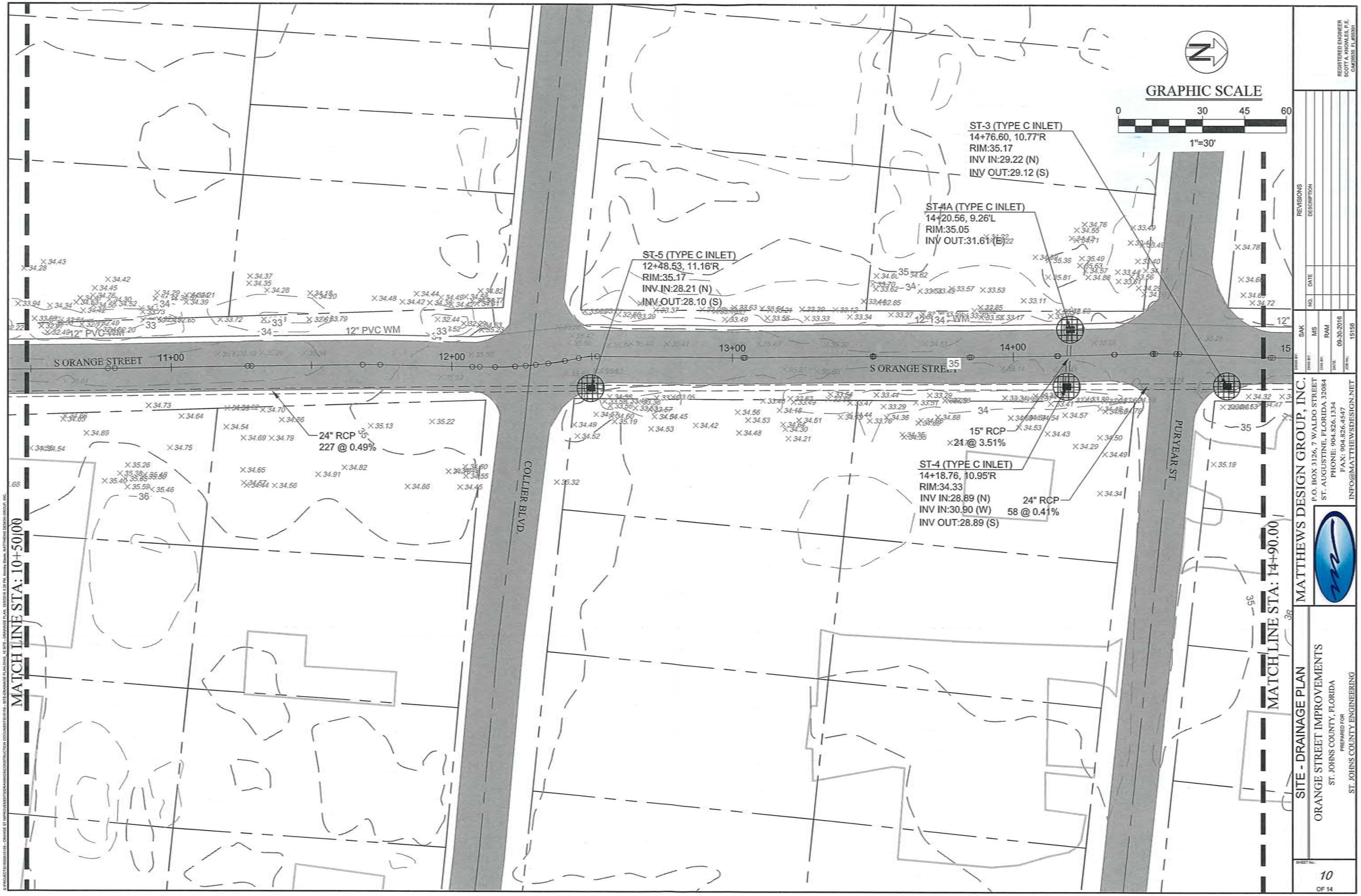
MATTHEWS DESIGN GROUP, INC.
P.O. BOX 3126, 7 WALDO STREET
ST. AUGUSTINE, FLORIDA 32084
PHONE: 904.826.1334
FAX: 904.826.4547
INFO@MATTHEWSDESIGN.NET

SITE - DRAINAGE PLAN

ORANGE STREET IMPROVEMENTS
ST. JOHNS COUNTY, FLORIDA
PREPARED FOR
ST. JOHNS COUNTY ENGINEERING

SHEET NO.
9
OF 14

S:\PROJECTS\15000\15156 - ORANGE ST IMPROVEMENTS\DRAWINGS\CONSTRUCTION DOCUMENTS\15156 - SITE-DRAINAGE PLAN.DWG, 3 SITE - DRAINAGE PLAN, 10/5/2016 9:39 PM, Mischa Sheik, MATTHEWS DESIGN GROUP INC



REGISTERED ENGINEER
SCOTT A. KNOWLES, P.E.
CA#20535 FL#56391

REVISIONS

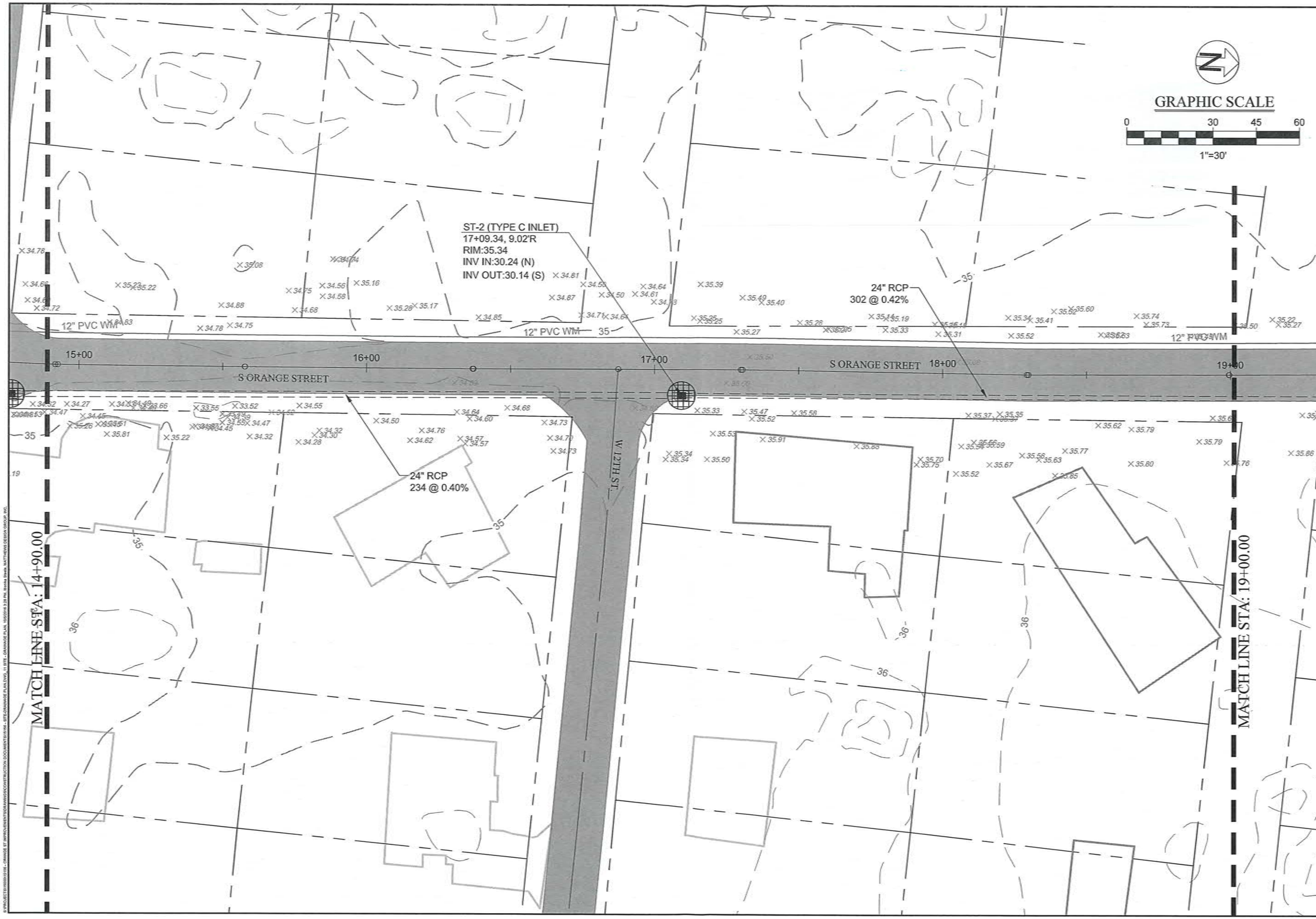
NO.	DATE	DESCRIPTION

DESIGN BY: SAK
DWG BY: MS
CHK BY: RAM
DATE: 09-30-2016
JOB No.: 15156

MATTHEWS DESIGN GROUP, INC.
P.O. BOX 3126, 7 WALDO STREET
ST. AUGUSTINE, FLORIDA 32084
PHONE: 904.826.1334
FAX: 904.826.4547
INFO@MATTHEWSDESIGN.NET

SITE - DRAINAGE PLAN
ORANGE STREET IMPROVEMENTS
ST. JOHNS COUNTY, FLORIDA
PREPARED FOR
ST. JOHNS COUNTY ENGINEERING

SHEET No.
10
OF 14



REGISTERED ENGINEER
SCOTT A. KNOWLES, P.E.
CA#20535 FL#55391

REVISIONS

NO.	DATE	DESCRIPTION

DSGN BY: SAK
DWG BY: MS
CHK BY: RAM
DATE: 09-30-2016
JOB No.: 15156

MATTHEWS DESIGN GROUP, INC.
P.O. BOX 3126, 7 WALDO STREET
ST. AUGUSTINE, FLORIDA 32084
PHONE: 904.826.1334
FAX: 904.826.4547
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SITE - DRAINAGE PLAN
ORANGE STREET IMPROVEMENTS
ST. JOHNS COUNTY, FLORIDA
PREPARED FOR
ST. JOHNS COUNTY ENGINEERING

SHEET No.: 11
OF 14

GRAPHIC SCALE

0 30 45 60

1"=30'

24" RCP
302' @ 0.42%

ST-1 (TYPE C INLET)
20+10.90, 9.02'R
RIM:35.84
INV OUT:31.50 (S)

12" PVC WM

19+00 20+00 21+00 22+00 23+00

S ORANGE STREET

MATCH LINE STA: 19+00.00

MATCH LINE STA: 23+00.00

REGISTERED ENGINEER
SCOTT A. KNOWLES, P.E.
CA#7935, FL#59391

REVISIONS

NO.	DATE	DESCRIPTION

DESIGNED BY: SAK
DRAWN BY: MS
CHECKED BY: RAM
DATE: 09-30-2016
JOB NO. 15156

MATTHEWS DESIGN GROUP, INC.
P.O. BOX 3126, 7 WALDO STREET
ST. AUGUSTINE, FLORIDA 32084
PHONE: 904.826.1334
FAX: 904.826.4547
INFO@MATTHEWSDESIGN.NET

SITE - DRAINAGE PLAN

ORANGE STREET IMPROVEMENTS
ST. JOHNS COUNTY, FLORIDA

PREPARED FOR
ST. JOHNS COUNTY ENGINEERING

SHEET No.
12
OF 14

G:\PROJECTS\15156\15156 - ORANGE ST IMPROVEMENTS\DRAWINGS\CONSTRUCTION DOCUMENTS\15156 - SITE-DRAINAGE PLAN.DWG, 12 SITE - DRAINAGE PLAN, 10/6/2016 3:29 PM, Monte Shank, MATTHEWS DESIGN GROUP, INC.

GRAPHIC SCALE

0 30 45 60

1"=30'

S ORANGE STREET

24+00 25+00 26+00 27+00

12" PVC WM

MATCH LINE STA: 23+00.00

REGISTERED ENGINEER
SCOTT A. KNOWLES, P.E.
CA#76535 FL #65391

REVISIONS

NO.	DESCRIPTION	DATE

DESIGN BY:	SAK
DWG BY:	MS
CHK BY:	RAM
DATE:	09-30-2016
JOB NO.:	15156

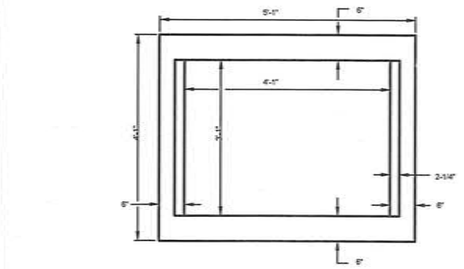
MATTHEWS DESIGN GROUP, INC.
P.O. BOX 3126, 7 WALDO STREET
ST. AUGUSTINE, FLORIDA 32084
PHONE: 904.826.1334
FAX: 904.826.4547
INFO@MATTHEWSDESIGN.NET

SITE - DRAINAGE PLAN

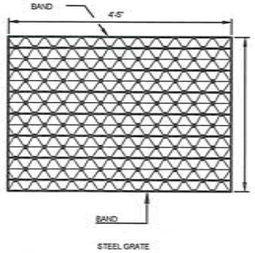
ORANGE STREET IMPROVEMENTS
ST. JOHNS COUNTY, FLORIDA
PREPARED FOR
ST. JOHNS COUNTY ENGINEERING

SHEET NO.
13
OF 14

S:\PROJECTS\15000\15156 - ORANGE ST IMPROVEMENTS\DRAWINGS\CONSTRUCTION DOCUMENTS\15156 - SITE-DRAINAGE PLAN.DWG, 13 SITE - DRAINAGE PLAN, 9/29/2016 2:29 PM, Monika Steele, MATTHEWS DESIGN GROUP, INC.

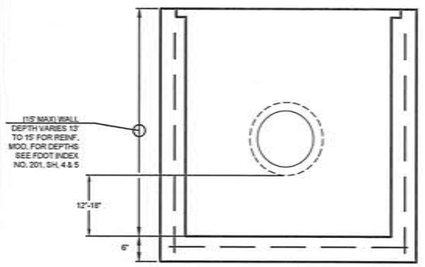


PLAN



STEEL GRATE

STRAIGHT BARS 2" X 1/4"
RETICULINE BARS 1 1/4" X 3/16"
BAND 2" X 1/4" APPROX.
WEIGHT 190 LBS.

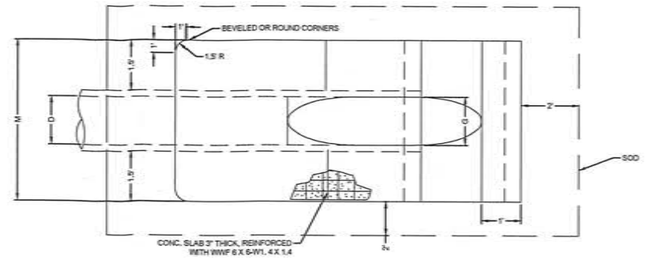


SECTION

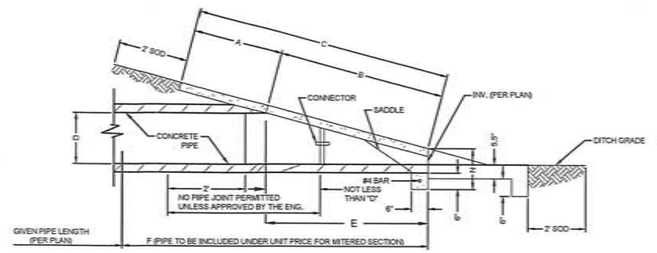
RECOMMENDED MAXIMUM PIPE SIZE:
3'-1" WALL-24" PIPE
4'-1" WALL-36" PIPE

NOTES:
1. PRECAST IN ACCORDANCE WITH LATEST INDUSTRY STANDARDS.
2. GROUT OR "RAMNEK" JOINTS AS REQUIRED.
3. CONCRETE DESIGN STRENGTH: 4,000 PSI
4. PIPE MUST NOT BE IN CONSTRUCTION JOINT.
5. TYPE II CEMENT TO BE USED.
6. PIPES SHALL BE FLUSH WITH INSIDE WALL.
7. SEE FDOT INDEX 201 FOR REINFORCEMENT BAR SCHEDULE.

PRECAST TYPE "D" INLET
N.T.S. 205



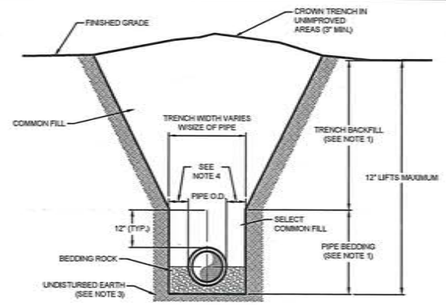
TOP VIEW - SINGLE PIPE



SECTION

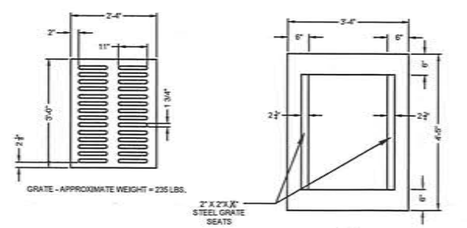
D	A	B	C	E	F	G	M	N	X	CONC. (CY)	SOD (SY)
8"	2.5'	0.72'	3.22'	0.7'	4.0'	0.58'	3.75'	1.04'	-	.52	7
15"	2.5'	3.09'	5.59'	3.0'	7.0'	1.29'	4.33'	1.04'	-	.64	8
18"	2.5'	4.12'	6.62'	4.0'	8.0'	1.45'	4.58'	1.04'	-	.69	9
24"	2.5'	6.18'	8.68'	6.0'	10.0'	1.77'	5.08'	1.04'	-	.83	10
30"	2.5'	8.25'	10.75'	8.0'	12.0'	2.00'	5.58'	1.04'	-	.96	11
36"	2.5'	10.31'	12.81'	10.0'	14.0'	2.24'	6.08'	1.04'	-	1.08	12

MITERED END SECTION
N.T.S. 205



NOTES:
1. PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
3. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE A BEDDING AND TRENCHING DETAIL MAY BE REQUIRED AS DIRECTED BY THE COUNTY.
4. 15" MAXIMUM FOR PIPE DIAMETER LESS THAN 24", AND 24" MAXIMUM FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
7. BEDDING DEPTH SHALL BE 4" MINIMUM FOR PIPE DIAMETER LESS THAN 15", AND 6" MINIMUM FOR PIPE DIAMETER 18" AND LARGER.
8. DEPTH FOR REMOVAL OF UNSUITABLE MATERIAL SHALL GOVERN DEPTH OF BEDDING ROCK BELOW THE PIPE. COUNTY INSPECTOR SHALL DETERMINE, IN THE FIELD, THE REQUIRED REMOVAL OF UNSUITABLE MATERIAL TO REACH SUITABLE FOUNDATION.
9. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF THE GOVERNING AGENCIES. SURFACE RESTORATION WITHIN COUNTY RIGHT-OF-WAY SHALL COMPLY WITH REQUIREMENT OF RIGHT-OF-WAY UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATION.

TYPE "A" BEDDING AND TRENCHING
N.T.S. 206



NOTES:
1. PRECAST IN ACCORDANCE WITH LATEST INDUSTRY STANDARDS.
2. GROUT OR "RAMNEK" JOINTS AS REQUIRED.
3. CONCRETE DESIGN STRENGTH: 4,000 PSI
4. PIPE MUST NOT BE IN CONSTRUCTION JOINT.
5. TYPE II CEMENT TO BE USED.
6. PIPES SHALL BE FLUSH WITH INSIDE WALL.
7. SEE FDOT INDEX 201 FOR REINFORCEMENT BAR SCHEDULE.

RECOMMENDED MAXIMUM PIPE SIZE:
2'-0" WALL-18" PIPE
3'-1" WALL-24" PIPE

PRECAST TYPE "C" INLET
N.T.S. 204

MATTHEWS DESIGN GROUP, INC.
P.O. BOX 3126, 7 WALDO STREET
ST. AUGUSTINE, FLORIDA 32084
PHONE: 904.826.1334
FAX: 904.826.4547
INFO@MATTHEWSDESIGN.NET

REGISTERED ENGINEER
SCOTT A. KNOWLES, P.E.
CERTIFICATE #: 69997

NO.	DATE	REVISIONS DESCRIPTION

DESIGNED BY: BAK
DRAWN BY: MS
CHECKED BY: RAM
DATE: 09-30-2016
JOB No.: 16166

CONSTRUCTION DETAILS

ORANGE STREET IMPROVEMENTS
ST. JOHNS COUNTY
PREPARED FOR
ST. JOHNS COUNTY ENGINEERING

SHEET No.
14
OF 14

K:\PROJECTS\16000\16166 - ORANGE ST IMPROVEMENTS\DRAWINGS\CONSTRUCTION DOCUMENTS\16166_CONSTRUCTION DETAILS.DWG, 14 CONSTRUCTION DETAILS, 10/3/2016 3:33 PM, Monte Evans, MATTHEWS DESIGN GROUP, INC.

Member Name St. Johns County - Purchasing Department

AS OF 11/16/2018

Bid Number RFQ-19-14-0-2019/AB

Bid Name Professional Engineering Services for Five (5) Community Development Block Grant - Disaster Recovery (CDBG-DR) Transportation & Drainage Projects

5 Document(s) found for this bid

40 Planholder(s) found.

Supplier Name	Address 1	Address 2	City	State	Zip	Phone	Attributes
AE Engineering Inc	9180 Silver Glen Way		Lake Worth	FL	33467	5616325185	1. African American Owned 2. Hispanic Owned 3. Small Business
Aggregate Core Business Services	4433 Stonemeadow Dr		Orlando	FL	32826	4074928850	
APEX Engineers Inc	156 St.Johns Forest Blvd		Saint Johns	FL	32259	5617138977	
Applied Sciences Consulting, Inc.	1000 N. Ashley Drive	Suite 500	Tampa	FL	33602	8132280900	1. Small Business
Applied Technology & Management Inc	2201 NW 40th Terrace		Gainesville	FL	32605	3862561477	
Aptim, Inc.	4171 Essen Lane		Baton Rouge	LA	70809	9855072011	
Ayres Associates Inc.	3433 Oakwood Hills Parkway		Eau Claire	WI	54701	7158343161	
Bowman Consulting Group, Ltd.	301 SE Ocean Blvd		Stuart	FL	34994	7722831413	
CES Consultants, Inc.	14361 Commerce Way, Suite 103		Miami Lakes	FL	33016	3058272220	1. Hispanic Owned 2. Small Business
Civil Services Inc	2394 St. Johns Bluff Road, South		Jacksonville	FL	32246	9046411834	1. African American Owned
Constantine Engineering	100 Center Creek Rd	Suite 108	St. Augustine	FL	32084	9045622185	
ConstructConnect	3825 Edwards Rd	Suite 800	Cincinnati	OH	45209	8772271680	
Construction Journal, Ltd.	400 SW 7th Street		Stuart	FL	34994	8007855165	
CPH Engineers	P.O. Drawer 2808		Sanford	FL	32772-2808	4073226841	
Dodge Data	4300 Beltway Place, Ste 150		Arlington	TX	76018	4133767032	
Dredging & Marine Consultants	4643 S Clyde Morris Boulevard	Unit 302	Port Orange	FL	32129	3863046505	
DRMP, Inc.	941 Lake Baldwin Lane		Orlando	FL	32814	4078960594	
EMLAB P& K	1150 Bayhill Dr., Ste. 100		San Bruno	CA	94066	6507428116	
England, Thims & Miller, Inc.	14775 St. Augustine Road		Jacksonville	FL	32258	9046428990	
entram corp	25275 Ojibway Ct		Punta Gorda	FL	33983	9418759017	

Member Name St. Johns County - Purchasing Department

Bid Number RFQ-19-14-0-2019/AB

Bid Name Professional Engineering Services for Five (5) Community Development Block Grant - Disaster Recovery (CDBG-DR) Transportation & Drainage Projects

AS OF 11/16/2018

5 Document(s) found for this bid

40 Planholder(s) found.

Supplier Name	Address 1	Address 2	City	State	Zip	Phone	Attributes
GLE Associates Inc	5405 Cypress Center Drive	Suite 110	Tampa	FL	33609	8132418350	
Hanson Professional Services Inc.	1525 S. Sixth Street		Springfield	IL	62703	2177882450	
Jones Edmunds & Associates, Inc.	730 N.E. Waldo Road		Gainesville	FL	32641	3523775821	
Kisinger Campo & Associates Corp.	201 N. Franklin Street, Suite 400		Tampa	FL	33602	8138715331	1. Hispanic Owned
KT Intl Group	PO Box 14481		North Palm Beach	FL	33408	5613516894	
LAN Associates Inc.	88 Riberia Street	Suite 400	Saint Augustine	FL	32084	9048246999	
McMahon Associates, Inc.	425 Commerce Drive, Suite 200		Fort Washington	PA	19034	2152839444	
Metric Engineering, Inc.	13940 S.W. 136th Street, Suite 200		Miami	FL	33186	3052355098	1. Hispanic Owned
Mott MacDonald	220 W Garden Street	Suite 700	Pensacola	FL	32502	8504846011	
Osiris 9 Consulting	8833 Perimeter Park Blvd, Suite 201		Jacksonville	FL	32216	3523176131	
Prosser,Inc. Planners And Engineers	13901 Sutton Park Dr S	Suite 200	Jacksonville	FL	32224	9047393655	
RR Surety	1000 Moritan		Houston	TX	77064	2819021029	
S&ME, Inc.	1615 Edgewater Drive	Suite 200	Orlando	FL	32804	4079751273	
Singhofen & Associates, Inc.	11723 Orpington Sreet, Suite 100		Orlando	FL	32817	4076793001	
Stantec Consulting Services, Inc.	901 Ponce De Leon Boulevard, Suite 900		Coral Gables	FL	33134	3054452900	
STV Incorporated	5200 Belfort Road		Jacksonville	FL	32256	9042657724	
Terracon	1675 Lee Road		Winter Park	FL	32789	4077406110	
The Gibbs Group, Inc.	7400 Baymeadows Way	Suite 215	Jacksonville	FL	32256	9046800545	
Wantman Group, Inc.	2035 Vista Parkway	Suite 100	West Palm Beach	FL	33411	5616872220	
Wood Environment & Infrastructure Solutions, Inc.	2000 E Edgewood Dr. Ste. 215		Lakeland	FL	33803	8636672345	

NON-MANDATORY PRE-BID CONFERENCE

Bid No.: ~~19-21~~ 19-14

Project: **Professional Engineering Services for Five (5) Transportation & Drainage Projects**

Date: **Tuesday, November 6, 2018** ***Time:*** **9:00 AM**

Location: St. Johns County Purchasing Department

500 San Sebastian View, St. Augustine, FL 32084

ATTENDEES

NAME: Leigh Daniels

COMPANY NAME: SJC Purchasing

PHONE #: 904 209-0154 ***CELL #:*** ( )

EMAIL: ldaniels@sjcfl.us

NAME: April Bacon

COMPANY NAME: SJC Disaster Recovery/Purchasing

PHONE #: 904 209-0160 ***CELL #:*** ( )

EMAIL: abacon@sjcfl.us

NAME: Brian Kelsay

COMPANY NAME: SJC Engineering/Public Works

PHONE #: 904 209-0115 ***CELL #:***

EMAIL: bkelsay@sjcfl.us

NAME: Valerie Pacetti

COMPANY NAME: SJC Engineering/Public Works

PHONE #: 904 209-0171 ***CELL #:*** ( )

EMAIL: vpacetti@sjcfl.us

NAME: Jason Sparks

COMPANY NAME: SJC Engineering

PHONE #: 904 209-0120 ***CELL #:*** ( )

EMAIL: jsparks@sjcfl.us

NAME: Bruce Myhre

COMPANY NAME: Jones Edmunds

PHONE #: (352) 377-5821 ***CELL #:*** (352) 215-6027

EMAIL: bmyhre@jonesedmunds.com

NAME: Stephanie Piagno

COMPANY NAME: Matthews Design Group

PHONE #: (904) 826-1334 ***CELL #:*** (407) 256-4521

EMAIL: stephanie@mdginc.com

NON-MANDATORY PRE-BID CONFERENCE

Bid No.: ~~19-21~~ 19-14
Project: Professional Engineering Services for Five (5) Transportation & Drainage Projects
Date: Tuesday, November 6, 2018 **Time:** 9:00 AM
Location: St. Johns County Purchasing Department
500 San Sebastian View, St. Augustine, FL 32084

ATTENDEES

NAME: David Fox
COMPANY NAME: Fred Fox Enterprises, Inc
PHONE #: (904) 810 5183 **CELL #:** (904) 669-9486
EMAIL: david.fox@fredfoxenterprises.com

NAME: Chandra Raman
COMPANY NAME: APEX Engineers, Inc
PHONE #: (561) 713 8977 **CELL #:** (561) 713 8977
EMAIL: Chandra@apexengineersfl.com

NAME: DARYL MYERS
COMPANY NAME: AYRES ASSOCIATES
PHONE #: (904) 260 6288 **CELL #:** (904) 591 7578
EMAIL: MYERSD@AYRESASSOCIATES.COM

NAME: Keith Jackson
COMPANY NAME: STV Inc.
PHONE #: (904) 265-7724 **CELL #:** (904) 445-0106
EMAIL: keith.jackson@stvinc.com

NAME: Americus Spencer
COMPANY NAME: C&ES Consultants, Inc.
PHONE #: (904) 652-1186 **CELL #:** (904) 716-6746
EMAIL: aspencer@candesconsults.com

NAME: Clara Magpantay
COMPANY NAME: C&ES Consultants, Inc.
PHONE #: (904) 652-1186 **CELL #:** ( )
EMAIL: cmagpantay@candesconsults.com

NAME: Frank Gray
COMPANY NAME: C&ES Consultants, Inc.
PHONE #: (904) 652-1186 **CELL #:** ( )
EMAIL: fgray@candesconsult.com

RICK WELCH - CONNELLY & WICKER
904-265-3030
WELCH@CWENG.COM

NON-MANDATORY PRE-BID CONFERENCE

Bid No.: ~~19-21~~ 19-14
Project: Professional Engineering Services for Five (5) Transportation & Drainage Projects
Date: Tuesday, November 6, 2018 **Time:** 9:00 AM
Location: St. Johns County Purchasing Department
500 San Sebastian View, St. Augustine, FL 32084

ATTENDEES

NAME: Kyle F. Davis
COMPANY NAME: Baker Design Build
PHONE #: (904) 356-8520 **CELL #:** (904) 424-6019
EMAIL: KDAVIS@BDBJAX.COM

NAME: Rocco Nasso
COMPANY NAME: CPH, Inc.
PHONE #: (407) 322-6841 **CELL #:** (407) 474-0692
EMAIL: Rnasso@cphcorp.com

NAME: John Starks
COMPANY NAME: Gulfstream Design Group
PHONE #: (904) 794 4231 **CELL #:** (904) 466 1046
EMAIL: John@gulfstreamdesign.com

NAME: Deby Hyde-Doak
COMPANY NAME: Gulfstream Design Group
PHONE #: (904) 7944231 **CELL #:** ( )
EMAIL: deby@gulfstreamdesign.com

NAME: Dana Davis
COMPANY NAME: C²ES Consulting
PHONE #: (904) 652-1186 **CELL #:** (904) 305-7151
EMAIL: ddavis@c2esconsults.com

NAME: Wade Oszenski
COMPANY NAME: CPH
PHONE #: (904) 332-0999 **CELL #:** (904) 707-6780
EMAIL: wadeo@cphcorp.com

NAME: Walter Nemecek
COMPANY NAME: OSIRIS 9 Consulting
PHONE #: ( ) **CELL #:** (904) 233-3847
EMAIL: Walter.nemecek@OSIRIS9.com

Jay Brawley
St. Johns County
jbrawley@sjcfl.us
904-209-0110

ST. JOHNS COUNTY
BOARD OF COUNTY COMMISSIONERS

RFQ NO: 19-14
REQUEST FOR QUALIFICATIONS

PROFESSIONAL ENGINEERING SERVICES FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

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

FINAL 10/17/18

REQUEST FOR QUALIFICATIONS (RFQ) NO: 19-14

PROFESSIONAL ENGINEERING SERVICES
FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

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ST. JOHNS COUNTY, FL – REQUEST FOR QUALIFICATIONS (RFQ) NO: 19-14
PROFESSIONAL ENGINEERING SERVICES FOR
FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

PART I: ADVERTISEMENT

Notice is hereby given that St. Johns County, FL is soliciting responses for **RFQ No: 19-14; Professional Engineering Services for Five (5) CDBG-DR Transportation & Drainage Projects**. Interested and qualified respondents may submit RFQ Packages, according to the requirements described herein, to the St. Johns County Purchasing Department. **All RFQ Packages are due by or before 4:00 P.M. (EST) on Thursday, November 29, 2018**. Any packages delivered to or received 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.

In accordance with Florida Statutes, Section 287.055 Consultant's Competitive Negotiation Act (CCNA) St. Johns County is soliciting sealed RFQ packages from qualified firms to provide Professional Engineering Services for Five (5) CDBG-DR Transportation & Drainage Projects which are supported by U.S Department of Housing and Urban Development (HUD) programs such as Community Development Block Grant – Disaster Recovery (CDBG-DR). Recent weather events have severely impacted existing transportation and drainage infrastructure; resulting in accelerated deterioration of assets. St. Johns County has, at this time, identified transportation and drainage projects at five (5) countywide locations which will be the focus of this RFQ; those locations are: Armstrong Road, South Orange Street, Oyster Creek Basin, Avenue D, and St. Augustine Boulevard & Cypress Road. All submitted qualifications shall be for principal consultant and may include all sub-consultants.

There will be a **Non-Mandatory** Pre-RFQ Conference on Tuesday, November 6, 2018 at 9:00 AM at the St. Johns County Administration Building, 500 San Sebastian View, St. Augustine FL 32084, in the Aviles Conference Room. Attendance at the pre-RFQ conference is ***not*** required in order to submit a bid, but is highly recommended to ensure sufficient understanding of the project requirements.

RFQ Packages are available for downloading from *Onvia Demandstar, Inc.*, at their website www.demandstar.com, or by calling 800-711-1712 and requesting Document #**19-14**. 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 Request for Qualifications shall be ***submitted in writing*** by or before close of business (**5:00 P.M.**) on **Tuesday, November 13, 2018**.

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 business days, interested firms may direct questions or inquiries to Leigh Daniels, CPPB Procurement Supervisor, at ldaniels@sjcfl.us.

Interested firms 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.

RFQ Packages **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **RFQ No: 19-14; Professional Engineering Services for Five (5) CDBG-DR Transportation & Drainage Projects**. 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 RFQ 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 Qualifications or Request for Qualifications, 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 qualifications, waive minor formalities or award to/negotiate with the firm whose Qualifications best serves the interest of St. Johns County.

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

BY:_____
Deputy Clerk

PART II: INTRODUCTION

A. BACKGROUND

St. Johns County is soliciting sealed RFQ packages from qualified firms to provide Professional Engineering Services for Five (5) CDBG-DR Transportation & Drainage Projects which are supported by U.S Department of Housing and Urban Development (HUD) programs such as Community Development Block Grant – Disaster Recovery (CDBG-DR). Recent weather events have severely impacted existing transportation and drainage infrastructure; resulting in accelerated deterioration of assets. St. Johns County has, at this time, identified transportation and drainage projects at five (5) countywide locations which will be the focus of this RFQ; those locations are: Armstrong Road, South Orange Street, Oyster Creek Basin, Avenue D, and St. Augustine Boulevard & Cypress Road.

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 persons. Funds will be used for: sustaining transportation and drainage system assets and addressing/improving infrastructure impacted by inclement weather conditions in the most impacted and distressed areas.

B. OBJECTIVES

The selected Consultant will:

- Be capable of providing St. Johns County Public Works' with complete engineering services for their CDBG-DR projects including, but not limited to, engineering design, permitting, preparation of technical specifications, construction management/administration through to project close-out, as well as any "as needed" engineering services pertaining to the five (5) projects; while ensuring proper execution and compliance with Federal, State, and Local rules, regulations, and CDBG-DR program intent.
  - Projects encompass multiple roadway and drainage improvement projects which are at various stages of design, permitting, and construction.
- Ensure all project documentation conforms to CDBG-DR recordkeeping requirements.
- Successfully complete assigned projects under-budget and within contractual time limitations.

C. TENTATIVE SCHEDULE OF EVENTS

The County proposes the tentative schedule of events provided below for this Request for Qualifications (RFQ), 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 Qualifications	Wednesday, October 17, 2018
Pre-RFQ Conference (Non-Mandatory)	Tuesday, November 6, 2018
Deadline for Bid Questions	5:00 P.M. EST, Tuesday, November 13, 2018
Issuance of Final Addendum	Tuesday, November 20, 2018
Qualification Package Submission Deadline	4:00 P.M. EST, Thursday, November 29, 2018
Evaluation of Submitted RFQ Packages	Thursday, December 13, 2018
Presentation of Award Recommendation to SJC BOCC	Tuesday, January 15, 2019
Issuance of Notices of Award & Contracts	Wednesday, January 30, 2019

D. DUE DATE & LOCATION

Packages submitted in response to this Request for Qualifications must be delivered to, and received by the SJC Purchasing Department by or before **4:00 P.M.** on **Thursday, November 29, 2018**. Any packages received after this deadline will be deemed unresponsive, and shall be returned to the addressee unopened.

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

E. PRE-BID MEETING

There will be a **Non-Mandatory** Pre-Bid Meeting on Tuesday, November 6, 2018 at 9:00 AM at the St. Johns County Administration Building, 500 San Sebastian View, St. Augustine FL 32084, in the Aviles Conference Room. Attendance is ***not*** required at the Pre-Bid Conference in order to be eligible to submit a bid for this project, but it is highly recommended in order to ensure sufficient understanding of project requirements.

F. DESIGNATED POINT OF CONTACT

Any and all questions or requests for information relating to this RFQ 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) business days, interested firms may contact Leigh Daniels, CPPB Procurement Supervisor, at ldaniels@sjcfl.us.

Interested firms **SHALL NOT** contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFQ 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.

G. SUBMITTAL OF QUESTIONS/INQUIRIES

Any and all questions and/or inquiries related to this RFQ, 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 **Tuesday, November 13, 2018**. Any questions received after this deadline will not be addressed or clarified by the County, unless it is determined to be in the best interest of the County to do so. The County reserves the right to extend the deadline for RFQ submission in order to clarify or answer questions as necessary to serve the best interest of the County.

H. ADDENDA

Any and all clarifications, answers to questions, or changes to this RFQ 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.

All copies of acknowledged addenda, if applicable, must be submitted in **Section 8: Administrative Information**.

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

I. EQUAL EMPLOYMENT OPPORTUNITY

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

J. 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 Request for Qualification and the responses thereto are public record. Proposers should identify specifically any information contained in their qualifications 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 Qualification may result in such information being subject to release if requested in a public records request.

K. 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.

L. 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.

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

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

PART III: SCOPE OF SERVICES

A. GENERAL INFORMATION

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 Department of Economic Opportunity (DEO) to be distributed in the Federal Emergency Management Agency (FEMA) declared counties impacted by Hurricane 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 (Exhibit C).

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 persons. Funds will be used for economic revitalization and infrastructure activities. St. Johns County will conduct all program, design, and implementation services necessary to support programs and projects in order to help people, properties, and communities recover from storm related damage due to Hurricane Matthew. St. Johns County will offer a range of services including; a Housing Program, Public Facilities Program, and an Infrastructure Program. St Johns County was declared the most impacted and distressed county and was allocated through DEO, $45,837,520, to be used to carry out these objectives.

B. SCOPE OF SERVICES

St Johns County is soliciting consultants to provide engineering design, permitting, preparation of technical specifications and construction plans/drawings, construction management/administration through to project close-out, as well as any "as needed" engineering services pertaining to the five (5) projects; while ensuring proper execution and compliance with Federal, State, and Local rules, regulations, and CDBG-DR program intent. A copy of the sub-recipient agreement (Exhibit B) and the State's action plan (Exhibit C) is being provided. All services shall comply with the U.S. Department of Housing and Urban Development (HUD) and Florida Department of Economic Opportunity guidelines. Consultants shall submit their qualifications sufficient to accomplish, but not limited to, the requirements below:

1. **Armstrong Drainage Project**
    a. Update existing England, Thims & Miller, Inc. Armstrong Road Sidewalk Improvements plan set dated November 2007.
    b. The project consists of adding approximately 4,960 linear feet of sidewalk along Armstrong Road, Harvey Avenue, and Moccasin Creek Lane, and associated drainage structures.

2. **Orange Street Drainage Improvements**
    a. Update existing Matthews Design Group, Inc. Orange Street Improvements plan set dated September 2016.
    b. Construct a piped stormwater collection system along the roadway to capture runoff from the roadway and adjacent properties.
    c. Convey the runoff to an existing pond located at the southernmost end of South Orange Street.
    d. The drainage area associated with this improvement project incorporates approximately 40 residential properties along South Orange Street and the intersecting roadways.

e. Street resurfacing consists of milling 1-inch of asphalt from the existing road surface, and overlaying the street with 1.5-inches of new asphalt.

Perform an area engineering study and design stormwater system improvements to alleviate localized flooding and provide adequate drainage for the following projects:

1. **Oyster Creek Basin Improvements**
   a. In the West Augustine area of St. Johns County (Oyster Creek Basin), specifically near King Street and North Rodriquez Street, existing ground elevation varies approximately 25' over 750' from Park Avenue to the railroad tracks.
   b. Stormwater runoff currently flows from Cathedral Place to North Rodriquez Street and continues east along a ditch paralleling railroad tracks and crosses to the south through two 36-inch cross drain pipes.
   c. The area stormwater system is overwhelmed, having flooded single-family homes and a parking lot.
   d. Coordinate with City of St. Augustine to ensure no adverse interactions between this project and their HMGP Oyster Creek Improvement Project.

2. **Avenue D Drainage Improvements**
   a. Evaluate and upgrade existing stormwater drainage system at Tart Road, Avenue D and Big Oak Road.
   b. Replace deteriorated Corrugated Metal Pipe (CMP) with Reinforced Concrete Pipe (RCP), increase pipe diameter/size, adjust all inverts and reshape conveyances to provide positive, continuous flow.

3. **St. Augustine Blvd & Cypress Road Drainage**
   a. The intersection of St Augustine Boulevard and Cypress Road is approximately 0.4 miles east of the Moultrie Creek crossing along State Road 207.
   b. The drainage basin is roughly bounded by State Road 207 to the north, Kings Estate Road to the south, and San Juan Drive to the east.
   c. This area experiences localized flooding due to natural ground elevations and insufficient infrastructure. The drainage system piping is undersized and the outfall requires improvement.

CONSULTANT responsibilities include:

- Examine all projects and become familiar with status, concepts and commitments (typical sections, alignments, purpose, etc.) developed from prior studies and/or activities.
- Update/revise existing engineering plan sets conforming to current County standards and reflect current site conditions.
- Compile Project Documentation required for HUD / CDBG-DR reimbursement.
- Document change(s) in scope or additional work per CDBG-DR compliance for reimbursement.
- Provide "as-needed" engineering services for each project described herein.
- Conduct coordination/pre-application meetings with regulatory permitting agencies to communicate project objectives and come to an understanding on the information, data, and analyses needed to submit complete applications to obtain respective permits.
- Perform engineering studies and recommend mobility/transit system improvements, alleviate localized flooding and provide adequate drainage.
- Provide cost effective and value engineered infrastructure improvement alternatives/options.
- Prepare engineering design plans and technical specifications necessary to compile a complete package (bid package) for the purpose of bidding the construction of this project.

- Assist County staff throughout the construction of the project, Including, but not limited to, attending the pre-construction meeting, submittal/shop drawing review, responding to Requests for Information (RFI) throughout the construction period, periodic site visits to verify compliance with design documents, attendance at project progress meetings, project inspection(s) to certify Substantial Completion, generation and/or monitoring of punch list items to ensure Final Completion/Acceptance within the project schedule, verification and approval of as-built drawings, and completion and submission of all permits and/or certifications required by the project.
- Provide engineering Services During Construction (SDC) when requested.
- Provide process of contract monitoring, and ensure contractors adhere to deliverables, schedules, and rates.
- Satisfy all Federal, State, and Local agency CDBG-DR program requirements and provide adequate documentation.
- Identify and communicate risks that may preclude the County's ability to optimize reimbursement.
- Status Reporting: Develop and provide weekly status updating to include a Plan of Action and Milestones (POA&M) for each project.
- Attend all public presentations and meetings associated with each project; along with County staff, and the County's designated CDBG-DR program workgroup.
- Consultant's leadership recognizes the value of the County's time and anticipates attending an executive level meeting once a month to maintain executive level engagement and support (status report) and attend additional executive level conferences as requested by the County.

PART IV: CONTRACT REQUIREMENTS

A. CONTRACT AGREEMENT & TERM

The intent of this RFQ is to select the number one ranked firm through the evaluation process and to award a contract upon successful negotiations to that firm. It is anticipated the County will issue a professional services contract for a period of four (4) calendar years, which may be renewed for up to two (2), one (1) year renewal periods providing that: satisfactory performance has been maintained by the Consultant, there is availability of appropriated funds, and that the County has a continued need for the services.

It is expressly understood that the Board of County Commissioner's (Board's) preference/selection of any qualifications 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 qualifications, contract negotiations will follow between the County and the selected respondent. 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. The County reserves the right to delete, add to, or modify one or more components of the selected respondent's qualifications in order to accommodate changed or evolving circumstances that the County may have encountered since the issuance of the RFQ.

B. Task Orders

Projects awarded under this Contract shall be authorized by a Task Order, which shall be executed by the Consultant and St. Johns County. Task Orders shall be issued by the SJC Purchasing Department, as approved by the Administrator, or his authorized designee. The Task Order shall not be considered effective until executed by the County Administrator, or authorized designee, as required per the SJC Purchasing Code.

Each Task Order shall include, at a minimum, the following information:

- Master Contract Name & Number
- Consultant Name & Address
- Task Order Number
- Project Name

- Detailed Description of Scope of Work
- Total Project Cost Proposal with Supporting Pricing Sheets and Invoices
- Schedule for Completion
- Any and all specific terms and conditions associated with the project

a. Change Orders

Any and all changes to any project being performed under a Task Order, which effect the scope, cost, or time of the project shall be authorized through a Contract Change Order. Changes requested by the Consultant shall be stated in a written proposal to the County for approval. The County reserves the right to reject any changes requested by the Consultant. Changes must be approved by the Project Manager, and the Purchasing Manager, or an authorized designee prior to the Change Order being issued and/or executed. No additional or alternate work shall be performed by the Consultant until receipt of a fully executed Change Order.

C. CONTRACT PERFORMANCE

At any point in time during the term of the Contract with the awarded Consultant, County Staff may review records of performance to ensure that the Consultant is continuing to provide sufficient financial support, equipment and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that a Consultant no longer possesses the financial support, equipment and organization which would have been necessary during the RFQ evaluation period in order to comply with this demonstration of competency section.

D. TERMINATION

Failure on the part of the Consultant to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Consultant fails to perform any aspect of the responsibilities described herein, St. Johns County shall provide written notification stating any and all items of non-compliance. The Consultant shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action, as approved by the County, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving seven (7) consecutive calendar days written notice to the Consultant.

In addition to the above, the County may terminate the Contract Agreement at any time, without cause, upon thirty (30) days written notice to the Consultant.

E. GOVERNING LAWS & REGULATIONS

It shall be the responsibility of the Consultant to perform all work in accordance with 2 CFR 200 requirements (Exhibit A), 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.

F. LICENSES, PERMITS & FEES

The Consultant 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 Consultant.

G. 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.

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

H. 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 Consultant, a Sub-consultant, 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 Consultant, a Sub-consultant, 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 Consultant or a Sub-Consultant under workers' compensation acts, disability benefits acts or other employee benefit acts.

I. SUB-CONSULTANTS

If the Consultant elects to sub-contract with any firm, for any portion of the work, the Consultant shall be responsible for all work performed by any sub-contract and the Consultant shall not be relieved of any obligations under this Contract.

At any time, the County may, at its discretion, require any Consultant to submit all relevant data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed sub-Consultants to furnish and perform the work proposed.

Prior to the award of the Contract, the County will notify the Consultant in writing if the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contract. The Consultant then may, at his option, withdraw his RFQ Package, or submit an acceptable substitute at no increase in price. If the Consultant fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may disqualify the Consultant, at no cost to the County.

The County reserves the right to disqualify any Consultant, Consultant, Sub-Consultant, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Sub-Consultants and other persons and organizations proposed by the Consultant 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 an emergency declaration, 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 Federal assisted contracts and also uphold the following standards:

- To ensure nondiscrimination in the award and administration of Federal assisted contracts;
- To create a level playing field on which DBEs can compete fairly for Federal 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 Federal assisted contract: and
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

If the consultant is not a DBE/MBE/WBE firm the consultant entering into an agreement for this project must meet the following criteria:

1. Achieve DBE/MBE/WBE participation by using DBE/MBE/WBE Sub-consultants **OR**
2. If unable to utilize DBE/MBE/WBE certified sub-consultants, must be able to submit documentation detailing the Good Faith Efforts made in utilization of potential DBE/MBE/WBE sub-consultants.

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 consultant is not a Section 3 firm the consultant entering into an agreement for this project must make Good Faith Efforts to utilize Section 3 sub-consultants; by visiting the following 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

PART V: REQUEST FOR QUALIFICATIONS SUBMITTAL INSTRUCTIONS & FORMAT

A. RESPONDENTS RESPONSIBILITIES

Respondents are responsible for any and all costs associated with developing and submitting a RFQ Package in response to this Request for Qualifications. 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-imbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFQ process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All submitted Request for Qualification Packages received in response to this RFQ 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 Request for Qualification Package in response to this RFQ, 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 Request for Qualification Package, each Respondent certifies that the proposer has fully read and understands any and all instructions in the RFQ, 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 Request for Qualification Packages submitted 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 firm 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 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 RFQ Package to the requirements provided herein. Any respondent who is not responsive to the requirements of this RFQ may be determined non-responsive, and may be removed from consideration by the Evaluation Committee. Only those respondents who are fully responsive to the requirements herein will be evaluated for consideration of award.

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

F. RFQ PACKAGE SUBMITTAL INSTRUCTIONS:

The RFQ Package format must sufficiently address and demonstrate all required components, follow the order of sections described below, and ***are not to exceed one hundred (100) pages***. The aim of the required format is to simplify the preparation and evaluation of the RFQ Packages.

RFQ Packages **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **RFQ 19-14; PROFESSIONAL ENGINEERING SERVICES FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS**. 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.

Each Respondent shall submit a list of proposed sub-Consultants (if applicable) to be used if awarded the contract. Each Respondent must provide a list of sub-consultants, under Section 3: Qualifications and Experience, and attach a copy

of any and all licenses and certificates and complete Attachment I, for each sub-consultant listed and submit with each copy of the RFQ Package. If sub-consultants are to be included in the Qualifications, all terms and conditions must be disclosed including method and reason for selection, sub-consultants compensation, and sub-consultants billing rate.

At the County's request, provide all internal sub-consultant documentation for federal reimbursement review. If no sub-consultants are proposed, so state there on.

RFQ Packages shall be mailed or hand-delivered to:

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

RFQ Packages must be submitted, in the format provided herein, by or before four o'clock (**4:00 P.M.**) EST on **Thursday, November 29, 2018.**

St. Johns County Purchasing will not accept any RFQ Packages 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.

All RFQ Packages must include the following components:

Section	Topic
1	RFQ Cover Page
2	Cover Letter
3	Company and Staff Qualifications
4	Related Experience
5	Project Approach
6	Quality and Schedule Control
7	Socioeconomic Business Enterprise
8	Administrative Information

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

Section 1: RFQ Cover Page (Complete and Submit)

Section 2: Cover Letter
Respondent shall 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 and e-mail address;
- Name and title of the individual with responsibility for the response and to who matters regarding this RFQ should be directed;
- A brief statement of the respondent's understanding of the services required and qualifications to provide Management of CDBG-DR for Hurricane Projects & Programs;
- A brief company background statement to include, but not limited to, years in business, corporate structure, professional affiliations, and capability of meeting deadlines;
- A brief description of the policies, procedures, and practices respondents have in place to provide for the physical and electronic security of our data centers and other sites where government information will be hosted, accessed, or maintained;
- Identify the primary contact for this contract,
- Such other information as the respondent deems appropriate;

Section 3: Company and Staff Qualifications
In this section, respondent shall demonstrate the qualifications of company, staff, and any proposed sub-consultant who may perform any aspect of the scope of services provided herein. In addition, respondent shall provide a brief summary of the overall capabilities of staff and any proposed sub-consultants relative to Professional Engineering Services for Five (5) CDBG-DR Transportation & Drainage Projects as outlined in the scope of work. Consultants and/or Sub-Consultants that possess staff and company qualifications in multiple disciplines should provide documentation of all qualifications for each discipline in this section.

- Provide key personnel that may perform work under the award of this contract
- Provide an Organization Chart
- Include a one (1) page resume for each key personnel
- List of Proposed Sub-Consultants (Attachment I)
- Proper and valid licensing to conduct business in the State of Florida
- Current Applicable Department of Professional Regulation License(s)
- Current Applicable Certification(s)

Section 4: Related Experience
In this section, respondent shall provide evidence of performance related to the Scope of Requested Services. Consultants and/or Sub-Consultants that possess experience in multiple disciplines should provide documentation of all qualifications for each discipline in the section. In addition, respondents will need to describe any prior engagements in which respondent and/or respondent's sub-consultants assisted a governmental entity in dealings with HUD\CDBG\CDBG-DR Review requirements.

Respondents shall demonstrate a minimum of three (3) years of experience in providing professional engineering services for transportation and drainage projects; and demonstrate an expert level understanding in working with HUD\CDBG\CDBG-DR.

Section 5: Project Approach
In this section, the Respondent shall provide comprehensive narrative statements that outline the project approach and methodology intended to be employed illustrating how the methodology will serve to accomplish the project goals and objectives. Respondents are encouraged to think outside of normal processes and procedures for delivering the project quicker and less expensive to the County.

Capacity- Provide a detailed description demonstrating the consultants' capacity to handle the needs stated in this RFQ; in addition to any current/future workloads. Consultant shall describe how it intends to integrate staff and maintain presence with the County during the duration of the contract.

Section 6: Quality and Schedule Control
In this section, the respondent shall provide a written narrative of the firm's project management methods to establish, monitor, and track quality control methods; including coordination of sub-consultants and the ability to meet schedules in a timely manner.

Project Schedule and Timeline- Provide a fully defined, resource loaded, leveled project schedule/timeline; with all of the tasks and associated effort to deliver the scope of services.

Section 7: Socioeconomic Business Enterprise
Provide current copy of certificate of MBE/WBE/DBE.

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-consultant's MBE/WBE/DBE certification.

Section 8: Administrative Information

Please include the following:

- Proof of Insurance including limits
- Drug Free Work Place Form (Complete and Submit)
- RFQ Affidavit (Complete and submit)
- RFQ 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)
- Acknowledged Addenda

PART VI: EVALUATION AND AWARD

A. RECOMMENDATION FOR AWARD

Recommendation shall be made to the Board of County Commissioners by County Staff to enter into negotiations with the highest ranked firm as determined by the evaluation committee, with the intention of coming to agreement over terms, conditions, and pricing in order in order to award a Contract for the services described herein.

B. 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 Qualification, 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 Qualification by reference, and are fully binding.

C. EVALUATION OF RESPONSES

All properly submitted Qualification Packages that are determined to be responsive to the requirements of this RFQ, shall be evaluated by an Evaluation Committee of no less than five (5) representatives. Each Evaluation Committee Team Member will receive a set of all of the submitted Request for Qualification Packages submitted, and an electronic copy of the RFQ document with all issued Addenda, an Evaluator's Score Sheet and an Evaluator's Narrative Sheet. Evaluators shall review and score the submitted, responsive, Request for Qualification Packages 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 qualifications, waive minor formalities or award to/negotiate with the firm whose qualifications best serves the interest of the County.

D. EVALUATION CRITERIA

The intent of this RFQ is to qualify Respondents based on the Respondent's qualifications using the evaluation criteria below. Responses will be scored based on the criteria herein. The County intends to select the highest ranking firm as deemed necessary in order to accomplish the goals and objectives established by the County. Only the firm qualified through this RFQ process and approved by the St. Johns County Board of County Commissioners will be invited to

negotiate a contract. Any qualified firm desiring to provide the required services in any of the listed areas should submit a letter of interest and the documents requested herein. All submittals of qualifications shall be for principal consultant and may include all sub-consultants. Submittals are to be made for the discipline(s) listed in this RFQ. Selection(s) are at the sole discretion of the County.

Evaluation of the responses to this RFQ will comply with the specific criteria as follows:

Evaluation Criteria:	**Maximum Points per Evaluator:**
1. Company and Staff Qualifications	**30**
2. Related Experience	**20**
3. Project Approach	**30**
4. Quality and Schedule Control	**10**
5. Quality of Submittal	**5**
6. Socioeconomic Business Enterprise	**5**
Total Maximum Points Possible:	**100**

ST. JOHNS COUNTY FLORIDA **DATE:**
BOARD OF COUNTY COMMISSIONERS **PROJECT:**

CRITERIA RANKING:

RESPONDENTS	A. Company and Staff Qualifications 0-30	B. Related Experience 0-20	C. Project Approach 0-30	D. Quality and Schedule Control 0-10	E. Quality of Submittal 0-5	F. Socioeconomic Business Enterprise 0-5	**TOTAL 0-100**

SIGNATURE OF RATER:_____ **PRINT NAME:**_____ **DATE:** _____

ATTACHMENT B

RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

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
ATTN: April Bacon, Disaster Recovery Procurement Coordinator

COMPANY NAME: _____

CONTACT NAME & TITLE: _____

CONTACT PHONE NUMBER: _____

CONTACT EMAIL ADDRESS: _____

DATE: _____

ATTACHMENT C

RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

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; F. Insurance Requirements (Page 12).

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

ATTACHMENT D

RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

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 Qualification 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

ATTACHMENT E

RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

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

At the time the Qualifications are submitted, the Respondent shall attach to his RFQ 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 Qualification 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 Qualification for the services covered by the RFQ documents for **RFQ No: 19-14; Professional Engineering Services for Five (5) CDBG-DR Transportation & Drainage Projects**.

The affiant further states that no more than one Request for Qualification 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 RFQ 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 QUALIFICATION.

ATTACHMENT F

RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

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:
_____

ATTACHMENT G

RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

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

Project (RFQ) Number/Description: **19-14, Professional Engineering Services for Five (5) CDBG-DR Transportation & Drainage Projects**

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

ATTACHMENT H

RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES
FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS
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)

ATTACHMENT I

RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

LIST OF PROPOSED SUB-CONSULTANTS (if applicable)

Any and all sub-consultants are subject to approval by the County. Each Respondent shall submit any sub-consultants proposed to perform any portion of the required services as provided herein. Each Respondent shall submit any proposed sub-consultants qualifications, licensing, and certifications (including MBE/WBE/DBE)

Company Name	Division/Discipline	Primary Contact Name	Contact Number and Email Address

ATTACHMENT J

RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

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: _____

ATTACHMENT K

RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

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 RFQ, 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: _____

ATTACHMENT L

RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

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: _____

ATTACHMENT M

RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

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

ATTACHMENT N

RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

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 Qualification 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 Qualifications submitted in response to the Request for Qualification or in return for execution of a contract for performance or provision of services for which Qualification are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NAME OF FIRM/PARTNERSHIP/CORPORATION:

_____

_____

_____

REQUEST FOR QUALIFICATION PACKAGE CHECKLIST

RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

SECTION	ATTACHMENT NAME	CHECK BOX	ST. JOHNS COUNTY USE
Section 1	RFQ Cover Page		
Section 2	Cover Letter		
Section 3	Company and Staff Qualifications		
	List of Proposed Sub-Consultants (if applicable)(Attachment I)		
	Proper and Valid Licensing for conducting business in State of FL		
	Current Applicable Department of Regulation License(s)		
	Current Applicable Certification(s)		
Section 4	Related Experience		
Section 5	Project Approach		
Section 6	Quality and Schedule Control		
Section 7	Socioeconomic Business Enterprise		
Section 8	Administrative Information (include the following):		
	Proof of Insurance with Limits		
	Drug Free Work Place Form		
	RFQ Affidavit		
	RFQ 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		
	Acknowledged Addenda		

PART IX: SEALED RFQ MAILING LABEL

RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed RFQ"

SEALED RFQ • DO NOT OPEN	
SEALED RFQ NO.:	**RFQ 19-14;**
RFQ TITLE:	**PROFESSIONAL ENGINEERING SERVICES FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS**
DUE DATE/TIME:	**By 4:00 P.M. – November 29, 2018**
SUBMITTED BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Dept. ATTN: April Bacon, Disaster Recovery Procurement Coordinator 500 San Sebastian View St St. Augustine FL 32084

PART VIII: EXHIBITS

SEPARATE ATTACHMENTS - EXHIBIT A – CDBG-DR REQUIRED PROVISIONS
EXHIBIT B – SUB-RECIPIENT AGREEMENT
EXHIBIT C – STATE'S ACTION PLAN

END OF DOCUMENT

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 nondiscrimination 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 will 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

Department of
Economic Opportunity

'18 FEB 28 PM3:19

Bureau of Small Cities
and Rural Communities

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)(i), 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

By: _____ Date: 2-23-18
(Authorized Signature)

Name: Michael D. Wanchick

Title: County Administrator

Federal Tax ID#: 596000825-008

DUNS#: 073236739

LEGALLY SUFFICIENT
Name
Date: 2/23/18

Florida Department of Economic Opportunity

By: _____ Date: 3-1-18
(Authorized Signature)

Name: ~~Julie A. Dennis~~ CHRIS PERRY

Title: ~~Director, Division of Community Development~~ CHIEF OF STAFF

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: _____
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, Subrecepient 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
CDBG-DR Program Design and Implementation Subrecipient shall complete an eligible project implementation task as detailed in section II.A.	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.	Failure to perform the 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-Homeowner Service Project Subrecipient shall complete an eligible task as detailed in section II.B.1.	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.	Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.
Deliverable 3	**Minimum Level of Service (to submit for request for payment)**	**Financial Consequences**
Housing Program-Supportive Housing Initiative PUD Rental Housing Project Subrecipient shall complete an eligible task as detailed in section II.B.2.	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.	Failure to perform the 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
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.

Source of Other Funds	Amount
1.	
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." *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.*	Estimated Units to be Completed by the "End Date"	Estimated Funds to be Requested by the "End Date"

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 2 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.

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, subrecipeints 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: 3-14-16

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.deoecdbg.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 atttributable 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.

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:

https://harvester.census.gov/facweb/Resources.aspx

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: *This is not a research and development award.*	Funding is being provided for needed infrastructure improvements to benefit low- and moderate-income persons residing in the Subrecipient's jurisdiction.

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

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.		
Subrecipient:		
FEIN:	Subrecipient's Fiscal Year:	
Contact Name:	Contact's Phone:	
Contact's Email:		

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)? ☐ Yes ☐ No

   If the above answer is yes, answer the following before proceeding to item 2.

   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? ☐ Yes ☐ No

   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.

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? ☐ Yes ☐ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   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? ☐ Yes ☐ No

   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.

By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.

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 #:	

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.deoecdbg.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, ***eCDBG Access Authorization Update Form,*** to DEO. CDBG Program Phone Number: (850) 717-8405.

Primary User's Name:	Date: _____	_____ Signature
Title:	E-mail Address:	
Secondary User's Name:	Date: _____	_____ Signature
Title:	E-mail Address:	

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.

Name: Title:	Date: _____	_____ Signature

Additional Payment Information for Processing Requests for Funds

- ☐ Check here if the Recipient utilizes Electronic Funds Transfer (EFT) from the State of Florida.
- ☐ Check here if the Recipient will be working on a reimbursement basis.
- ☐ 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.

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/.

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.

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: Pam Halterman
Deputy Clerk

RENDITION DATE 2/21/18

ST. JOHNS COUNTY FLORIDA

DocuSign Envelope ID: 3CEC18B4-16FE-42E0-A51A-88E357FFF554

AGREEMENT NUMBER: H2338

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

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per centum of the median for the aea 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 precent 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 no 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	CHRIS PEARY
COUNTY ADMINISTRATOR	CHIEF OF STAFF
DATE: 7-10-18	DATE: 7.30.18

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

By: _____

Approved Date: 7-6-18

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

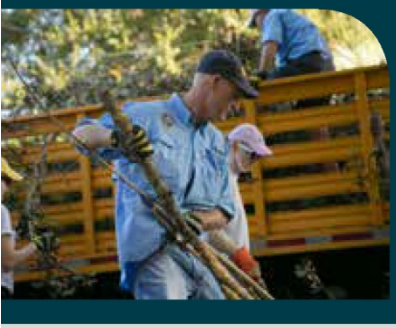
By: C. Hack

Approved Date: 7-24-2018

STATE OF FLORIDA

Action Plan *for* Disaster Recovery

Exhibit C



FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Submitted to the U.S. Department of Housing and Urban Development (HUD) in fulfillment of requirements for the Community Development Block Grant- Disaster Recovery (CDBG-DR) program for recovery from Hurricanes Hermine and Matthew

Substantial Amendment 1 Revision 1 Updates, Approved by HUD June 20, 2017

Previous Page #	New Page #	Section	Change/Addition/Deletion
Second page Table of Contents	Second page Table of Contents		Addition of: 42. Disaster Recovery Program Implementation 43. Local Government Application for Funding 44. Citizen Participation and Applications for Assistance
67	67	Method of Distribution	Broken down 80% & 20% categories amounts.
69	69	Program Details	Added Objectives to Eligible Activities.
71	71	Criteria to Determine Method of Distribution	Revised language in second and third paragraphs.
73	73	Use of Urgent Need	Added language regarding submission requirements of Urgent Need documents.
80	80	CDBG-GR Certifications	Added language expanding certification of compliance with environmental requirements of 24 CFR part 58 and Section 582 of the NFIP to all grant subrecipients.
83	83	Disaster Recovery Program Implementation Local Government Application for Funding Citizen Participation and Applications for Assistance	New language regarding availability of DR Implementation Timeline on the CDBG-DR website at www.florida jobs/org/CDBG-DR. New language regarding availability of Local Government Application for Funding on the CDBG-DR website at www.florida jobs/org/CDBG-DR. New language regarding availability to citizens of their local government's planned or proposed disaster recovery activities and opportunity for citizen input via the HUD User Internet website at https://www.huduser.gov/portal/datasets/il.html.

Substantial Amendment 1- Revision 2 Updates, Approved by HUD February 20, 2018

Previous Page #	New Page #	Section	Change/Addition/Deletion
N/A	Page prior to Table of Contents	Introduction	Overview of Action Plan and funding associated with Hurricanes Hermine and Matthew.
7	7-8	Background	Added paragraph regarding Hurricane Irma. Added additional Public Law and updated dollar figures to reflect August 7, 2017 Federal Register. Statement added regarding Duplication of Benefits precautions to be taken by local units of government due to additional damage caused by Hurricane Irma.
N/A	9-10	Unmet Needs Assessment	Added community outreach efforts. Inserted updated FEMA data chart.
28	29	Housing Needs	Statement of remaining unmet needs amount. Updated Table 12
39	40	Housing Impact Methodology	Statement of conclusions reached from updated FEMA, SBA and NFIP data. Updated Table 23, SBA Derived Impacts and Unmet Needs for Housing.
67	67	Method of Distribution	Language in first paragraph updated to specify Hurricanes Hermine and Matthew. Second paragraph updated to include additional Federal Register Vol. 82, No. 150, August 7, 2017.
69	69	Connection Between Needs and Allocation of Funds	Added language regarding additional Federal Register requirements for updated needs assessment data.
67	67-69	Program Budget	Updated figures to include additional funding. Paragraph added listing counties with damage from all three hurricanes: Hermine, Matthew and Irma. Statement added regarding Duplication of Benefits precautions to be taken by local units of government due to additional damage caused by Hurricane Irma.
68	68-69	Projects and Activities	DEO Program Oversight, Monitoring, Compliance chart updated to show revised 80% and 20% of new grant total. Paragraph added regarding updated needs assessment continuing to support Basis for Allocation percentages.
69	69	Program Details	Statement added regarding Duplication of Benefits precautions to be taken by local units of government due to additional damage caused by Hurricane Irma.
N/A	199-200	Public Comments	Public comments received during the Action Plan Amendment 1 comment period added.

Substantial Amendment 2-Updates to Action Plan, 4-11-2018

Previous Page #	New Page #	Section	Change/Addition/Deletion
77	79	Section 16, Eligible Activities	Revised the Ranking Criteria into an updated Scoring Criteria.
77	78	Section 16, Eligible Activities	Removed (20% MID area) $3,000,000 subrecipient allocation limit
77	78-79	Section 16, Housing Activities	Inserted per unit caps for single family repair/elevation/reconstruction as per application table based on Florida Housing Finance Corporation purchase limits. This cap only applies to single-family construction assistance and not buyout or other small rental projects.
78	80	Section 16, Affordable Rental	Inserted HOME program affordability period methodology for projects that are awarded more than $1 million in CDBG-DR funds.
78	81	Section 16, Infrastructure, Economic Revitalization, and Planning	Removed stand-alone planning activity from infrastructure eligible projects list.
78	80	Section 16, Housing Activities	Clarified definition of shelters into two eligible activities.
79	79	Section 16, Scoring Criteria	Changed ranking criteria to scoring criteria and added the scoring criteria table.
79	82	Section 17, Criteria to Determine MOD	For the 20% MID deleted “thresholds” and added “scoring criteria”.

Action Plan Amendment 3 (non-substantial), Submitted to HUD on 5/31/2018

Previous Page #	New Page #	Section	Change/Addition/Deletion
Page 85	Page 85	27. Consultation-Local Efforts	Changed 14-day comment period to 10-day comment period to be consistent with the Application Guide

SUBSTANTIAL AMENDMENT INTRODUCTION

This Action Plan guides the distribution of Community Development Block Grant (CDBG) funding associated with disaster recovery from Hurricanes Hermine and Matthew. Disaster recovery funding through the CDBG Program funding is designed to address unmet needs after other federal resources have been exhausted. On January 18, 2017, the U.S. Department of Housing and Urban Development (HUD) announced that the State of Florida was eligible to receive $58,602,000 in funding through the CDBG Program to support log-term recovery after the 2016 hurricanes. On April 23, 2017, the state, working with impacted local governments, submitted an action plan to HUD that included:

1. A detailed assessment to determine what unmet needs remained after other federal funding had been exhausted,
2. A framework for how the CDBG funding will be sued to address the unmet need,
3. A detailed management plan for how the program would ensure compliance with federal requirements.

This plan was approved on June 20, 2017, and the grant was awarded to the State of Florida on September 22, 2017.

On August 7, 2017, HUD announced that the state will receive an additional $59,335,000 through the CDBG Program to support long-term recovery from Hermine and Matthew. This brings the total amount of funding available to support communities affected by these two hurricanes to $117,937,000. The federal guidance associated with this second allocation required the state to submit a substantial amendment to their action plan to update the needs assessment and budget to reflect the additional funding by November 13, 2017.

In addition, Hurricane Irma made landfall in the State of Florida on September 10, 2017. This plan does not currently address disaster recovery from Hurricane Irma as HUD has not yet announced CDBG funding specifically for Florida's recovery from 2017 storms. However, it does recognize that some community impacts from Hermine and Matthew were exacerbated by Hurricane Irma.

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UNMET NEEDS ASSESSMENT

1. UNMET NEEDS ASSESSMENT

INTRODUCTION

This unmet needs assessment covers Florida's housing, infrastructure and business damage and recovery efforts for both Hurricane Hermine (September 2016) and Hurricane Matthew (October 2016).

In September 2016 and October 2016, Florida was impacted by two hurricanes, resulting in storm surge and high winds. Hurricane Hermine made landfall along the Big Bend area of the state. Hurricane Matthew traveled up the entire eastern coastline, eventually making landfall about 30 miles north of Charleston, South Carolina. Matthew's proximity to the coast of the United States is historic in that it is the only storm within the recent period of record to skirt the entire southeastern seaboard requiring evacuations in Florida, Georgia and South Carolina. More than 2.5 million people across these three states were asked to evacuate, making Matthew the second largest mass evacuation in U.S. history[1]. Fortunately, Florida was well-rehearsed for a massive hurricane evacuation and most people were able to get out of harm's way. Although many lives were spared because of proper planning and execution of hurricane plans, the state still saw large storm surge and high winds, which caused damage to infrastructure, homes and businesses.

Hurricane Matthew's significant storm surge was also historic in some parts of Florida. Tide levels on the east coast from Cape Canaveral north to the state border peaked as Matthew passed and storm surge flooding was widespread. On October 7, a peak surge of 9.88 feet above normal was measured at a National Ocean Service tide gauge at Fernandina Beach, Florida. Matthew pummeled more than half the state with heavy rainfall and strong winds, each causing damage to homes in the Northeastern counties. Storm surge from Hurricane Hermine, although not as pronounced as Matthew, still resulted in 7.5 feet of additional flood waters in some coastal areas.

Both Hermine and Matthew caused beach erosion. Hermine damaged coastlines from Pinellas County north to Wakulla County, while Matthew eroded beaches in coastal counties from Martin County north to Nassau County. Matthew overtopped an estimated 40 miles worth of dunes and other coastal structures, according to the United States Geological Survey[2]. Additionally, agricultural operations in 16 counties were affected mainly due to power outages and wind damage. Although damaged businesses faced a four to six week disruption, many stepped up to give back to their communities. Free meals were prepared and given out to flood victims by volunteers. First responders, as well as many residents, were given discounts on needed services to ease financial hardship.

In addition, Hurricane Irma made landfall in the State of Florida on September 10, 2017. This plan does not currently address disaster recovery from Hurricane Irma as HUD has not yet announced CDBG funding specifically for Florida's recovery from 2017 storms. However, it does recognize that some community impacts from Hermine and Matthew were exacerbated by Hurricane Irma.

As the state continues its long term recovery efforts from these three storms, a focus on identifying impacts and addressing unmet needs is key. State and local government agencies, as well as civic organizations and community leaders will continue to address the fiscal, social, and environmental challenges from these events for years to come.

BACKGROUND

The Disaster Relief Appropriations Act (Public Laws 114-223, 114-254, and 115-31) (Appropriations Act) appropriated federal funds to states or units of general local government (UGLGs) for disaster recovery efforts. Public Law 114-223 appropriated $500 million, Public Law 114-254 appropriated $1.8 billion, and Public Law 115-31 appropriated $342 million in Community Development Block Grant Disaster Recovery (CDBG-DR) funds to be distributed to the various states that received a presidential disaster declaration in 2016. These funds are to be used in order to satisfy a portion of unmet need that still remains after other federal assistance such as the Federal Emergency Management Agency (FEMA), Small Business Administration (SBA), or private insurance has been allocated. The Florida Department of Economic Opportunity is the lead agency and responsible entity for administering the CDBG-DR funds allocated to the state.

The Department of Housing and Urban Development (HUD) uses the "best available" data to identify and calculate unmet needs for disaster relief, long-term recovery, restoration of infrastructure, and housing and economic revitalization. Based on this assessment, HUD notified the State of Florida that it will receive an allocation of $117,937,000 in disaster recovery funds to assist in recovery from the hurricanes.

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[1] https://www.washingtonpost.com/news/post-nation/wp/2016/10/07/hurricane-matthew-rumbles-along-floridas-coast-as-governor-warns-this-is-not-over/?utm_term=.5eb3105407ff

[2] https://www.usgs.gov/news/and-after-photos-se-beach-dunes-lost-hurricane-matthew

The Disaster Relief Appropriations Act requires that the state or local government must expend the funds within six years of the executed agreement between HUD and the grantee unless an extension is granted by HUD. In order to ensure that the funds assist the most impacted areas, 80 percent of the total award to the state will go to the HUD-identified Most Impacted and Distressed area. All of the allocated funds must be used for eligible disaster-related activities. To ensure that fraud, waste and misuse of funds does not occur, effective controls must be in place and monitored for compliance.

As with all proposed projects, communities will have to document that there will be no duplication of benefits. This is especially important in areas that may receive additional federal assistance to address Irma-related impacts.

The Unmet Needs Assessment, which evaluates the three core aspects of recovery – housing, infrastructure and economic development, forms the basis for the decisions outlined in the Action Plan. It was developed with the help of many state and local stakeholders as well as the public, through county and local risk assessments and the public comment period, to determine how unmet needs can be addressed with these limited federal funds.

UPDATED NEEDS ASSESSMENT

DEO reached out to local units of government and asked them to report any updated data they had regarding needs assessments tied to Hurricanes Hermine and Matthew. Several counties reported they still had unmet needs even after payments from other sources.

The chart below shows the Real Property FEMA Verified Loss (FVL) determinations in the Florida Individual Assistance (IA) declared counties, from the approved Action Plan, and the most current data provided by HUD for FEMA Total Estimated Serious Unmet Needs. It shows Citrus, Volusia and St. Johns counties still have more than $4,000,000 in unmet housing needs from damage resulting from Hurricanes Hermine and Matthew.

The most current FEMA data provided by HUD to DEO on August 22, 2017 shows the impacted counties listed below and their remaining unmet housing needs from damage resulting from Hurricanes Hermine and Matthew.

TABLE SA1: TOTAL ESTIMATED SERIOUS DAMAGED UNITS WITH UNMET NEEDS (HUD PROVIDED FEMA IA DATA MAY 22, 2017)

COUNTY	COMBINED TOTAL FOR HOMEOWNERS AND RENTALS	
	COUNT	DOLLARS
St. Johns	573	$18,637,274
Volusia	130	$4,596,189
Citrus	132	$4,116,872
Duval	36	$1,198,320
Flagler	59	$1,838,641
Pasco	92	$2,813,160
Brevard	22	$773,056
Putnam	55	$1,633,228
Dixie	85	$2,680,120
Levy	42	$1,371,906
Hernando	34	$1,056,673
Taylor	64	$2,167,623
Leon	10	$343,054
Nassau	12	$347,693
Pinellas	10	$292,783
Indian River	6	$182,963
Manatee	62	$2,030,404
Hillsborough	4	$178,324
Seminole	1	$45,688
Wakulla	1	$27,455

The chart below shows the most current unmet need for disaster related home loans as of August 28, 2017.

TABLE SA2: HOME LOAN APPLICATIONS FOR FLORIDA			
COUNTY	APPLICATIONS RECEIVED	APPLICATIONS APPROVED	UNMET NEED (COUNT)
St. Johns	1063	488	575
Volusia	1801	678	1123
Citrus	212	85	127
Pasco	181	50	131
Dixie	55	5	50
Taylor	29	6	23
Manatee	49	4	45
Flagler	644	281	363
Putnam	185	61	124
Levy	72	24	48
Duval	604	204	400
Hernando	66	21	45

SBA Disaster Loan Statistics as of August 28, 2017

As stated in the Action Plan, mobile homes can be difficult to repair; cost may be disproportionately high compared to the overall structure. In addition to having a high number of mobile homes with verified loss, Volusia County is shown to have 81.64% of housing units built prior to 2000. Mobile homes built prior to 1994 are not insurable and cannot be repaired.

COMMUNITY PROFILE: SUMMARY OF IMPACT AND PRESIDENTIALLY DECLARED COUNTIES

HURRICANE HERMINE

Hurricane Hermine was a Category 1 hurricane (on the Saffir-Simpson Hurricane Wind Scale) that made landfall along the sparsely populated Big Bend coast of Florida just east of the City of St. Marks. Hermine was the first hurricane to make landfall in Florida since Wilma in 2005. There were no reports of hurricane force winds in the state (Figure 1)[3].

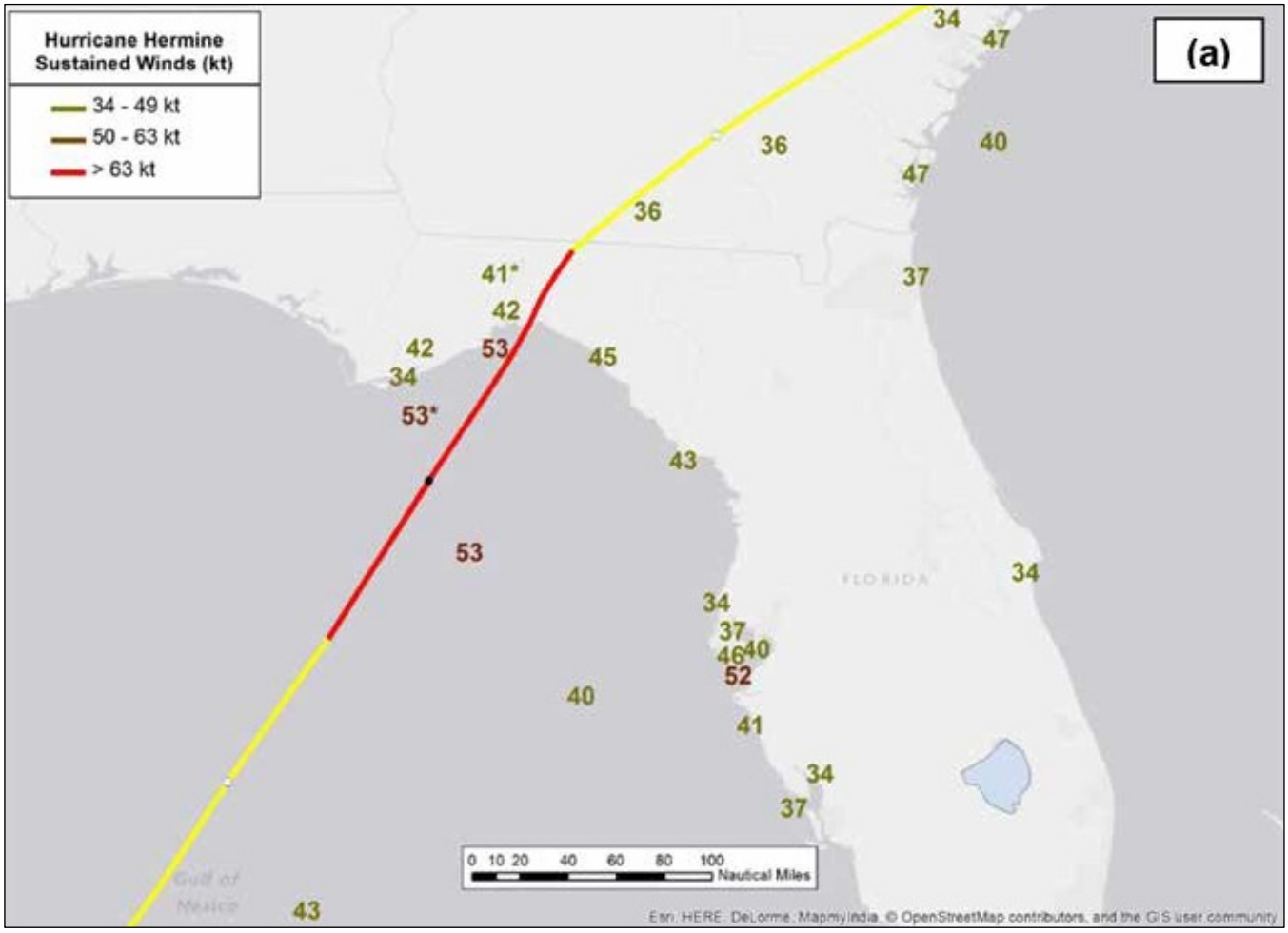


Figure 1: Hurricane Hermine Sustained Winds

Hermine brought moderate storm surge to coastal areas with the highest measured storm surge of 7.50 feet above normal tide levels occurring at a National Ocean Service gauge on Cedar Key. The combined effect of surge and tide produced maximum inundation levels of four to seven feet above ground level to the east of Hermine's landfall location along the coastlines in Jefferson, Taylor, Dixie and Levy Counties (Figure 2).

[3] http://www.nhc.noaa.gov/data/tcr/AL092016_Hermine.pdf

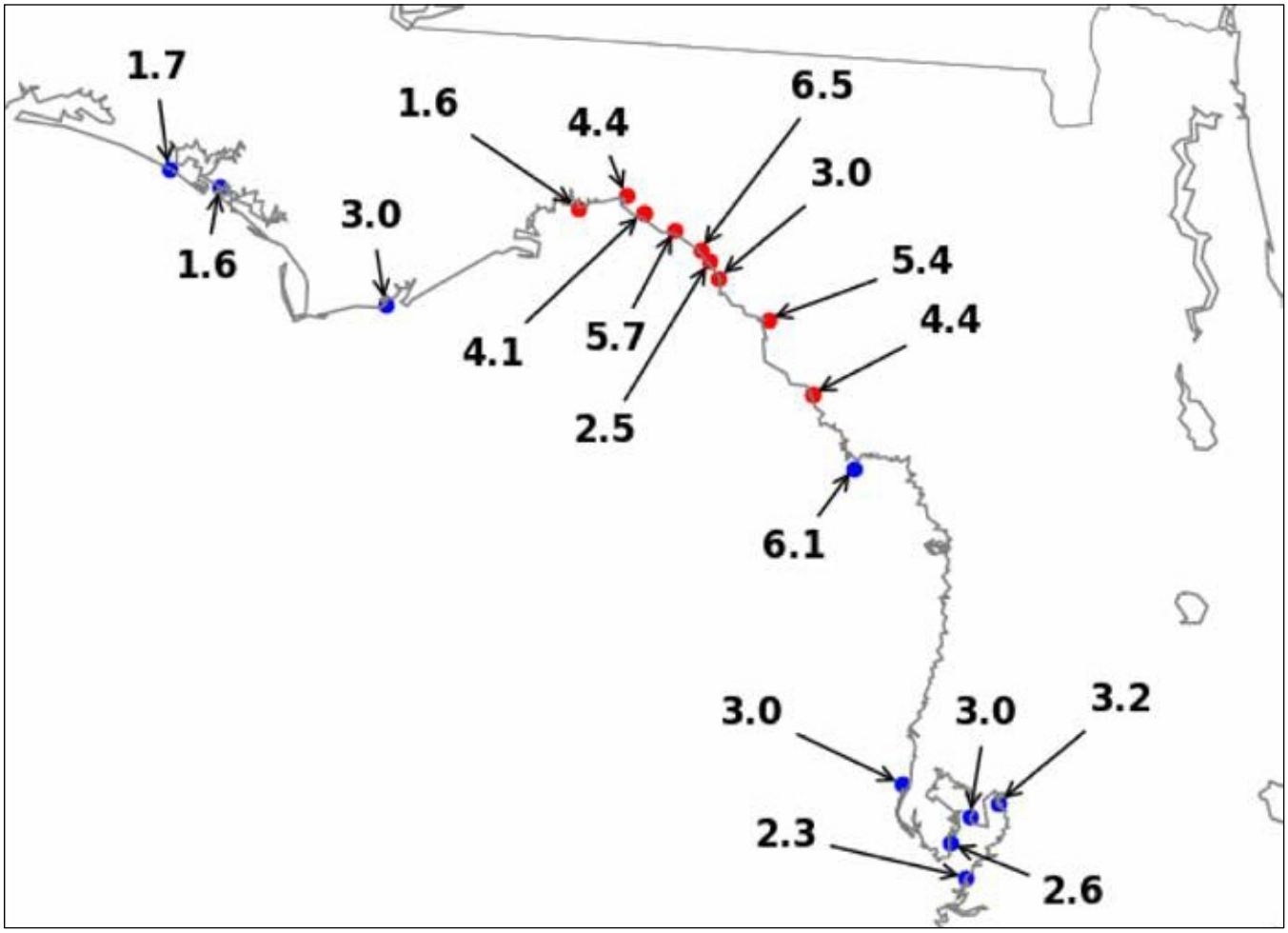


Figure 2: Hurricane Hermine Estimated Peak Inundation

Hermine produced heavy rainfall across much of western and northern Florida (Figure 3). The maximum reported storm-total rainfall was near Tarpon Springs, Florida, in Pinellas County, where 22.36 inches was measured between August 30 and September 2, 2016. More than 10 inches of rain were reported at other sites along the west coast of Florida, particularly in Pinellas, Pasco, Manatee and Charlotte Counties. The heavy rainfall caused flooding of streets and low-lying areas near the west coast of Florida, especially in Pinellas County where the rain was heaviest. Flooding occurred on several rivers in northern Florida, although only the Anclote River reached major flood stage. The river crested at 25.08 feet in Elfers, which was about seven feet above flood stage and one foot above major flood stage. Moderate flooding occurred on the Steinhatchee River near Steinhatchee, where the river crested almost four feet above flood stage at a level of 23.24 feet.

HURRICANE MATTHEW

Hurricane Matthew (Figure 4) brought storm surge up to eight feet in some areas, damaging winds (Figure 5), and rainfall (Figure 6) across most of the presidentially declared impact areas. In some places, these three hazards created a compound threat damaging homes and infrastructure.

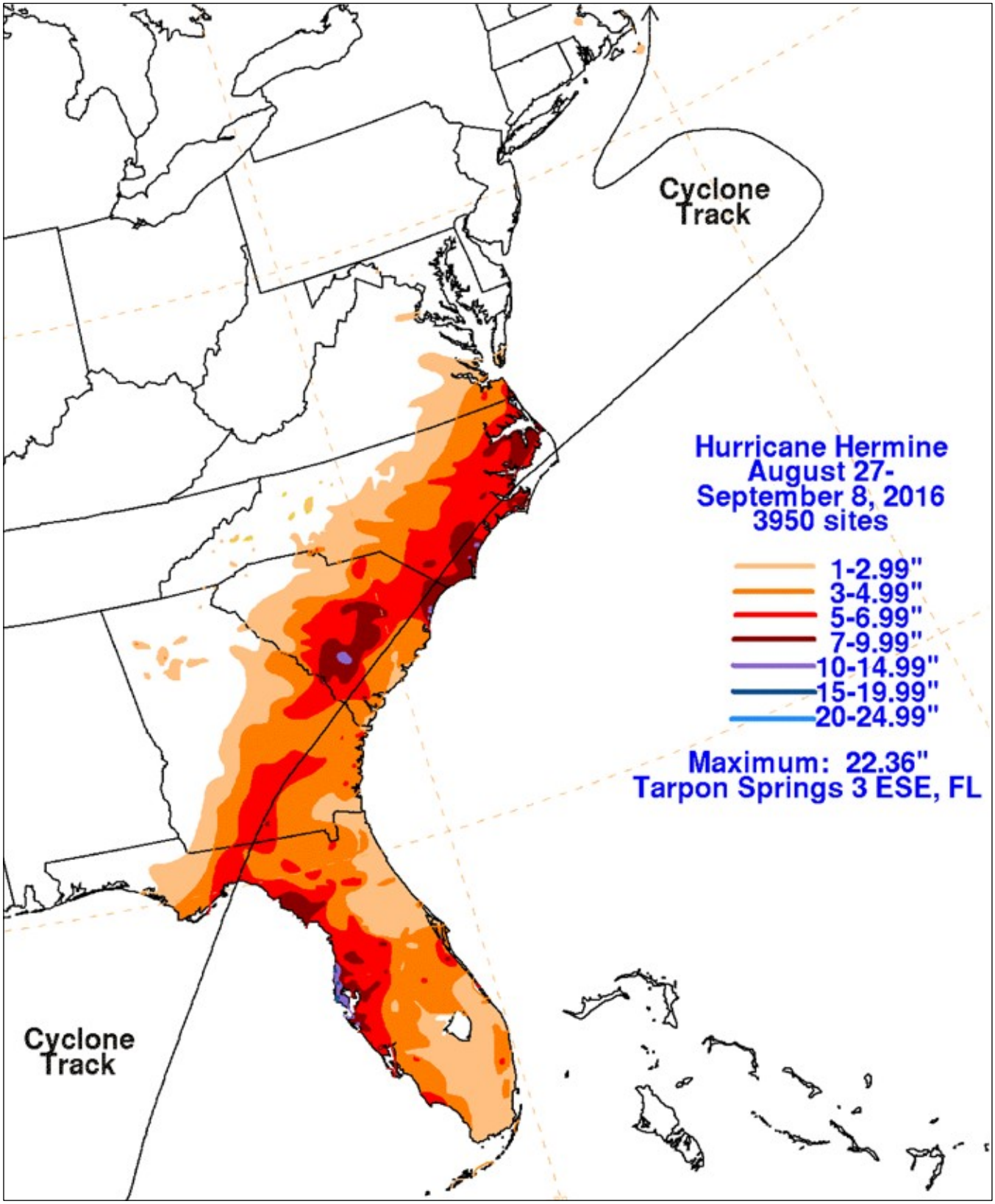


Figure 3: Hurricane Hermine Track and Rainfall Estimates

In addition to flooding, many homes were damaged by the combination of wind and rainfall. This has complicated the recovery process in that wind and rain damages can only be assessed on a case by case basis where areal flooding impacts are more easily ascertained for larger areas at once. Portions of the state saw high amounts of rainfall with several areas receiving more than 10 inches of rain in a 24 hour period[4]. Figure 6 below illustrates the extent and severity of the hurricane event and associated rainfall amounts. Inland areas, rather than the immediate coastline, experienced the largest amounts of rain. Orlando received nearly nine inches of rain, Jacksonville nearly seven inches, and Daytona Beach received almost six inches.

Storm surge flooding affected the St. Augustine area, including major flooding on Anastasia Island where water was reported to be 2.5 feet above ground level. To the south in nearby Flagler Beach, Florida, parts of Highway A1A were washed out by the storm surge. Some of the highest inundation occurred farther inland away from the immediate coast on smaller back bays and inland waterways. The St. Johns River in northeast Florida reached its highest level on record at Shands Bridge, along with
3 to 4.3 feet of storm surge inundation reported at the Racy Point, Red Bay Point and I-295 bridge tide gauges. The National Weather Service in Jacksonville conducted a storm survey and found that Matthew's force had carved a new inlet between Marineland and Matanzas Inlet, between Palm Coast and St. Augustine Beach, Florida.

A detailed accounting of post-storm impacts by counties can be found in the National Weather Service Post Tropical Cyclone Report. Included here are many references to wind, flooding, rain and surge damages[5].

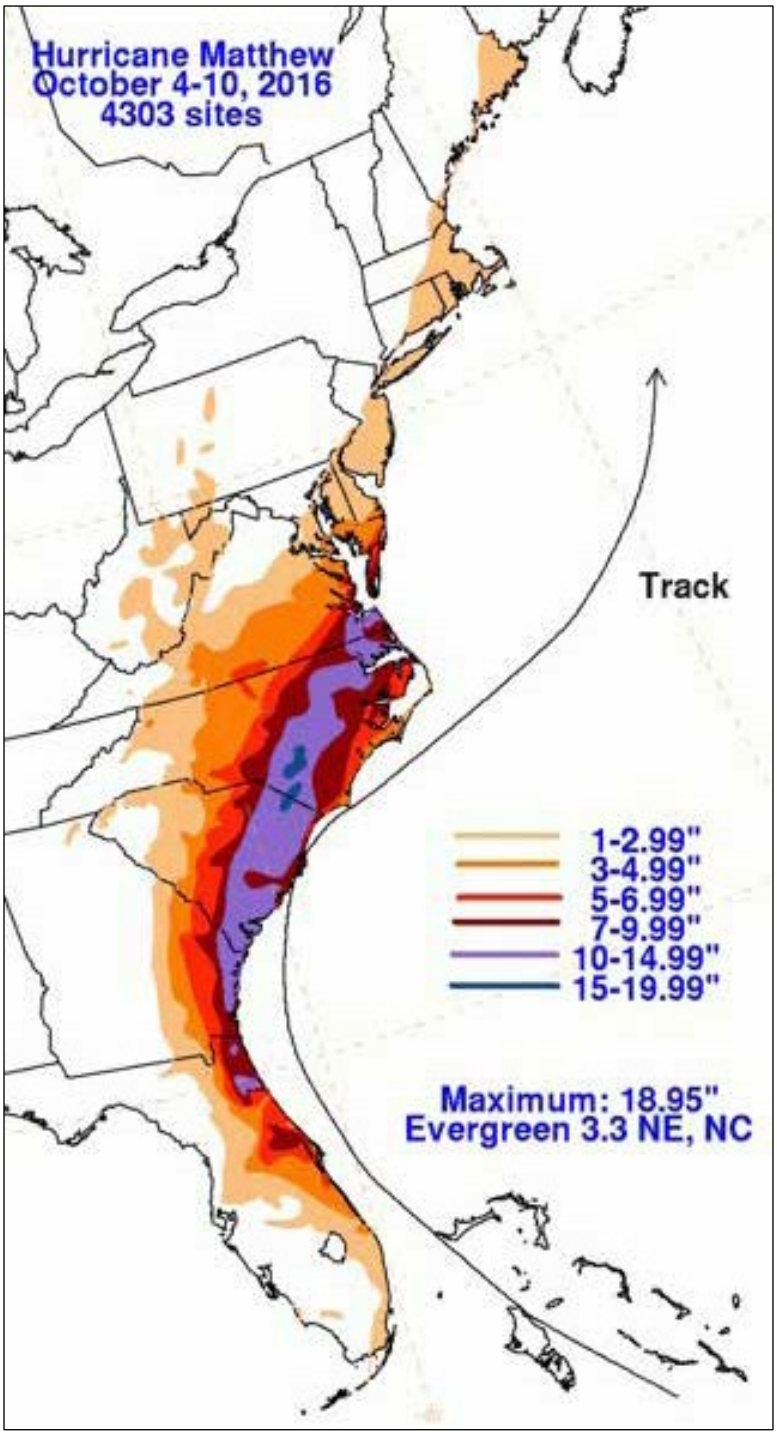


Figure 4: Hurricane Matthew Path and Associated Rainfall Areas

[4] https://weather.com/storms/hurricane/news/hurricane-matthew-bahamas-florida-georgia-carolinas-forecast
[5] https://www.weather.gov/media/chs/MatthewPSH.pdf

Figure 5: Hurricane Matthew Peak Wind Gusts[6]

Figure 6: Hurricane Matthew Rainfall Totals

[6] http://www.weather.gov/chs/HurricaneMatthew-Oct2016

Major disaster declarations were issued for Hermine and Matthew on September 28 and October 11, 2016, respectively. The declarations for FEMA 4280 (Hermine) and 4283 (Matthew) included the following counties (Table 1, Table 2, and Figure 7):

TABLE 1: DECLARED COUNTY LIST FOR PRESIDENTIAL DISASTER DECLARATION 4280 (HERMINE)

COUNTY	DECLARATION TYPE	COUNTY	DECLARATION TYPE
Citrus	Individual and Public Assistance	Columbia	Public Assistance Only
Dixie	Individual and Public Assistance	Franklin	Public Assistance Only
Hernando	Individual and Public Assistance	Gadsden	Public Assistance Only
Hillsborough	Individual and Public Assistance	Gilchrist	Public Assistance Only
Leon	Individual and Public Assistance	Jefferson	Public Assistance Only
Levy	Individual and Public Assistance	Lafayette	Public Assistance Only
Manatee	Individual and Public Assistance	Liberty	Public Assistance Only
Pasco	Individual and Public Assistance	Madison	Public Assistance Only
Pinellas	Individual and Public Assistance	Marion	Public Assistance Only
Taylor	Individual and Public Assistance	Sarasota	Public Assistance Only
Wakulla	Individual and Public Assistance	Sumter	Public Assistance Only
Alachua	Public Assistance Only	Suwanee	Public Assistance Only
Baker	Public Assistance Only	Union	Public Assistance Only

TOTALS: 11 INDIVIDUAL AND PUBLIC ASSISTANCE AND 15 PUBLIC ASSISTANCE ONLY

TABLE 2: DECLARED COUNTY LIST FOR PRESIDENTIAL DISASTER DECLARATION 4283 (MATTHEW)

COUNTY	DECLARATION TYPE	COUNTY	DECLARATION TYPE
Brevard	Individual and Public Assistance	Bradford	Public Assistance Only
Duval	Individual and Public Assistance	Broward	Public Assistance Only
Flagler	Individual and Public Assistance	Clay	Public Assistance Only
Indian River	Individual and Public Assistance	Lake	Public Assistance Only
Nassau	Individual and Public Assistance	Martin	Public Assistance Only
Putnam	Individual and Public Assistance	Orange	Public Assistance Only
Seminole	Individual and Public Assistance	Osceola	Public Assistance Only
St. Johns	Individual and Public Assistance	Palm Beach	Public Assistance Only
Volusia	Individual and Public Assistance	St. Lucie	Public Assistance Only

TOTALS: 9 INDIVIDUAL AND PUBLIC ASSISTANCE AND 9 PUBLIC ASSISTANCE ONLY

Figure 7: Declared Counties for Presidential Disaster Declarations 4280 (Hermine) and 4283 (Matthew)

DEMOGRAPHIC PROFILE OF THE IMPACTED AREA

Table 3 profiles socio-economics and demographics for the Hurricane Hermine and Matthew impacted counties of Florida. More than one-third (34 percent) of Florida's population resides in the impacted area covered in this assessment. The population in the impacted area differs from the statewide population in several key areas.

First, the areas impacted by these hurricanes have a much higher population percentage per county than Florida as a whole (13 percent). These impacted counties also have a significantly higher elder population (10.5 percent) than the county average and 28 percent more veterans than the average county. Impacted counties have: higher poverty (16.6 percent of people), 23 percent more people with a disability, and 10 percent more people without health insurance than the rest of the state. Poverty is an indicator of places that might see greater impacts from disasters because of a general lack of ability to prepare.

TABLE 3: DEMOGRAPHIC PROFILE INFORMATION – AMERICAN COMMUNITY SURVEY DATA, 2015 RELEASE

POPULATION CHARACTERISTICS	HURRICANES HERMINE AND MATTHEW COUNTIES	FLORIDA – STATEWIDE
Population Estimates, July 1, 2015	6,954,534	20,271,272
Persons Under 5 Years, Percent, July 1, 2015	5.0%	5.4%
Persons 65 Years and Over, Percent, July 1, 2015	21.7%	19.4%
White Alone, Percent, July 1, 2015	82.7%	77.7%
Black or African American Alone, Percent, July 1, 2015	12.6%	16.8%
American Indian and Alaska Native Alone, Percent, July 1, 2015	0.5%	0.5%
Asian Alone, Percent, July 1, 2015	2.2%	2.8%
Two or More Races, Percent, July 1, 2015	2.0%	2.0%
Hispanic or Latino, Percent, July 1, 2015	10.2%	24.5%
Veterans, 2011-2015	625,796	1,507,738
Foreign Born Persons, Percent, 2011-2015	7.7%	19.7%
Total Housing Units, July 1, 2015	3,240,802	9,209,857
Owner-Occupied Housing Unit Rate, 2011-2015	71.6%	65.3%
Median Value of Owner-Occupied Housing Units, 2011-2015	$139,405	$159,000
Median Gross Rent, 2011-2015	$887	$1,002
Building Permits (Issued), 2015	35,430	109,924
Households, 2011-2015	2,635,072	7,300,494
Persons Per Household, 2011-2015	2.5	2.6
Language Other Than English Spoken at Home, Percent 5 Years+, 2011-2015	11.4%	28.1%
High School Graduate or Higher, Percent of Persons age 25 years+, 2011-2015	87.4%	86.9%
Bachelor's Degree or Higher, Percent of Persons Age 25 Years+, 2011-2015	23.4%	27.3%
With a Disability, Under Age 65 Years, Percent, 2011-2015	11.1%	8.5%
Persons Without Health Insurance, Under Age 65 Years, Percent	18.0%	16.2%
In Civilian Labor Force, Total, Percent of Population Age 16 Years+, 2011-2015	53.6%	58.8%
Median Household Income (in 2015 dollars), 2011-2015	$45,808	$47,507
Per Capita Income in Past 12 Months (in 2015 dollars), 2011-2015	$25,255	$26,829
Persons Living in Poverty, Percent	16.6%	15.7%

IMPACT ON LOW-AND-MODERATE-INCOME POPULATIONS

All projects supported by HUD Community Development Block Grant (CDBG) assistance must meet one of the program's three National Objectives: (1) benefiting low- and moderate-income (LMI) persons, (2) aiding in the prevention or elimination of slums or blight, or (3) meeting a need having particular urgency (urgent need)[7].

Low- to moderate- income households are defined as households that do not exceed 80 percent of the area median income (AMI) for their area, as determined by HUD. These income categories are grouped into the following classifications[8]:

- **Very low income** – has an annual income at 30 percent or below the area median income;
- **Low income** – has an annual income at 31 percent to 50 percent of the area median income; and
- **Moderate income** – has an annual income at 51 percent to 80 percent of the area median income.

[7] These National Objective definitions and corresponding language are set by HUD regulation.

[8] The term "Low-and-Moderate Income" is defined in the Housing and Community Development Act of 1974 as:
The terms "persons of low and moderate income" and "low- and moderate-income persons" mean families and individuals whose incomes do not exceed 80 percent of the median income of the area involved, as determined by the Secretary with adjustments for smaller and larger families. The term "persons of low income" means families and individuals whose incomes do not exceed 50 percent of the median income of the area involved, as determined by the Secretary with adjustments for smaller and larger families. The term "persons of moderate income" means families and individuals whose incomes exceed 50 percent, but do not exceed 80 percent, of the median income of the area involved, as determined by the Secretary with adjustments for smaller and larger families.

For the purpose of CDBG-DR programs, grantee's apply the above terminology consistent with the original language of the Housing Act and reporting designations in the HUD Disaster Recovery Grant Reporting (DRGR) system[9]. Please refer to *Appendix 1: HUD Income Limits* for income categories in the declared counties.

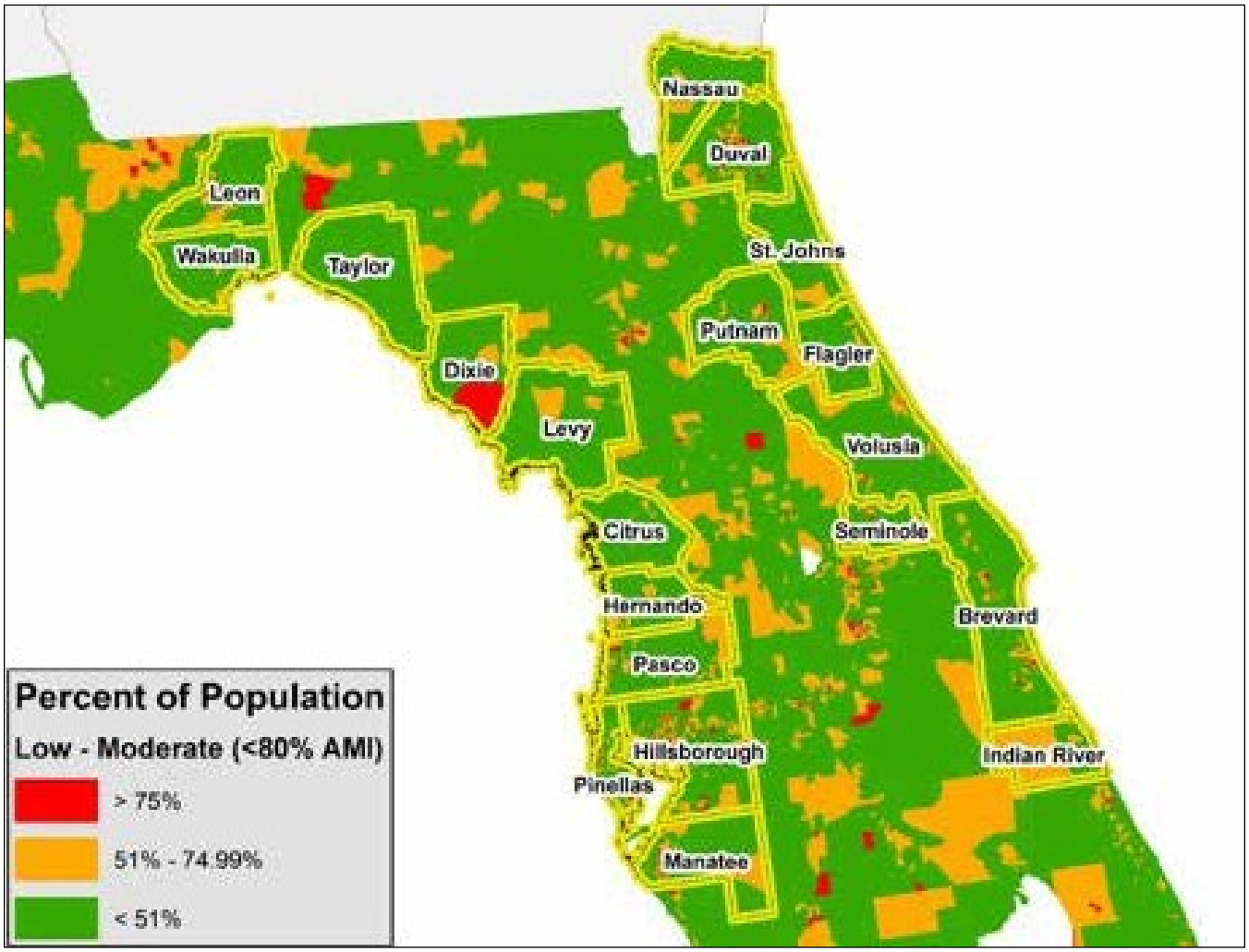


Figure 8: Low to Moderate Income by Block Group

Every impacted county has areas meeting HUD's 51 percent LMI threshold criteria, but some counties have much larger LMI populations than others (Figure 8). Table 4 below illustrates the count of block groups and sum of populations by low-moderate income levels within impacted counties. What becomes clear when looking at the number of people who are low to moderate income is that every county has multiple areas (block groups) characterized by very low income levels. When block group populations are examined, additional LMI concentrations within each county become apparent, as illustrated in (Figure 9 - Figure 13) below, and Appendix 2 where LMI Maps for Individual Assistance Designated Counties detail block group level LMI information for every presidentially declared county.

[9] HUD Program Income Limits are published annually for use across all HUD funded program and contain incongruous terminology to the Housing Act. Terminology published in the annual income limits is applied to other HUD funded formula allocation programs to support individual income group targets within the LMI category: https://www.huduser.gov/portal/datasets/il.html

TABLE 4: LMI POPULATION COUNTS BY BLOCK GROUP AND COUNTY FOR MATTHEW IMPACTED COUNTIES[10]

COUNTY	< 51% COUNT	< 51% POPULATION	51% - 75% COUNT	51% - 75% POPULATION	> 75% COUNT	> 75% POPULATION
Brevard	239	124,655	66	55,205	13	12,430
Citrus	78	39,680	9	8,495	1	740
Dixie	8	3,450	4	3,045	1	240
Duval	309	174,210	131	116,280	50	46,705
Flagler	41	22,080	11	14,000		
Hernando	74	43,545	31	24,500	2	1,050
Hillsborough	590	220,115	223	162,995	68	62,740
Indian River	69	31,560	19	16,970	5	4,665
Leon	108	38,115	38	31,230	31	40,790
Levy	23	12,800	6	4,050		
Manatee	126	62,360	54	41,050	28	36,835
Nassau	34	19,940	5	3,775	1	470
Pasco	204	96,330	89	67,870	15	14,245
Pinellas	533	206,415	152	104,430	36	27,130
Putnam	42	17,685	17	12,460	2	2,120
Seminole	194	93,675	31	29,800	10	9,850
St. Johns	69	36,065	12	12,595	1	1,150
Taylor	15	5,590	4	1,760	1	500
Volusia	204	114,020	68	60,830	17	12,625
Wakulla	13	8,090	2	2,050	—	—
TOTAL	2,960	1,362,290	970	771,340	282	274,285

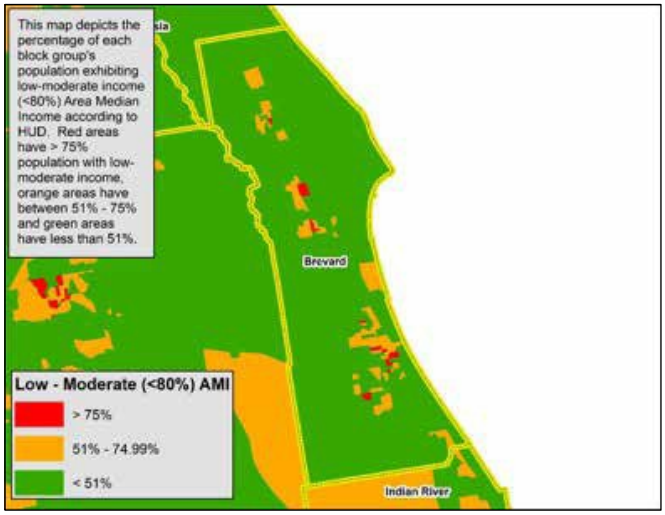


Figure 9: Low to Moderate Income by Block Group – Brevard County

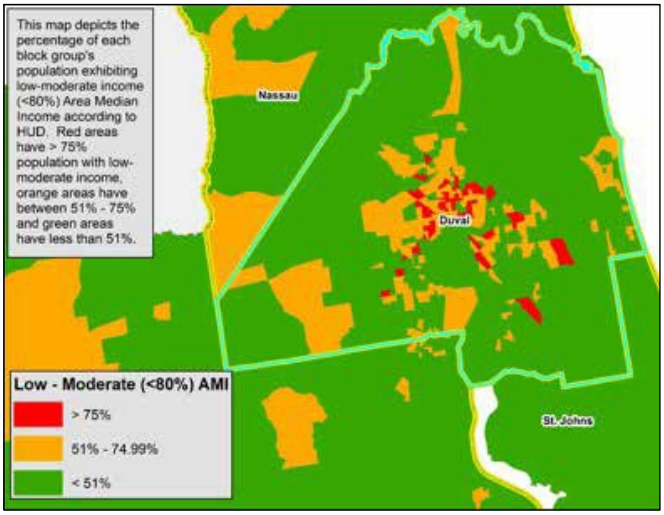


Figure 10: Low to Moderate Income by Block Group – Duval County

[10] https://www.hudexchange.info/programs/acs-low-mod-summary-data/acs-low-mod-summary-data-block-groups-places/

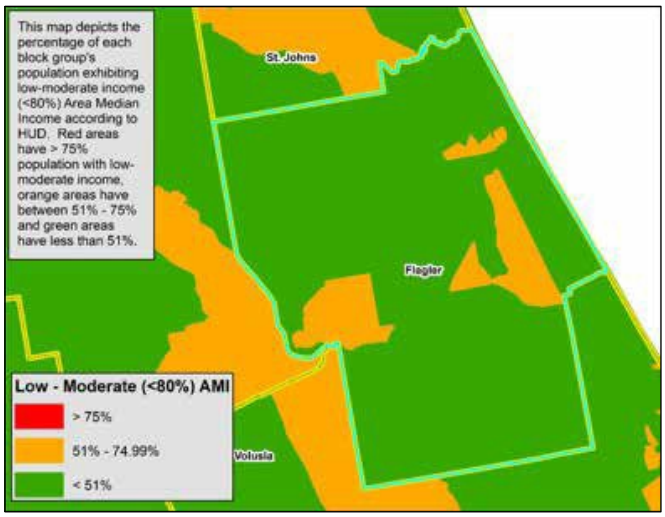


Figure 11: Low to Moderate Income by Block Group – Flagler County

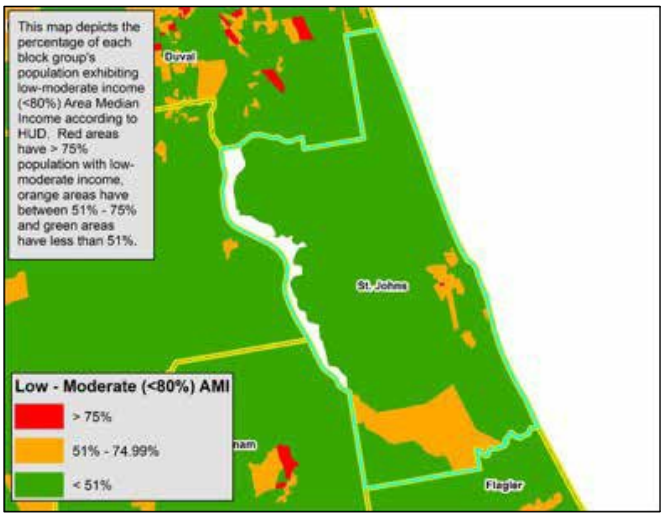


Figure 12: Low to Moderate Income by Block Group – St. Johns County

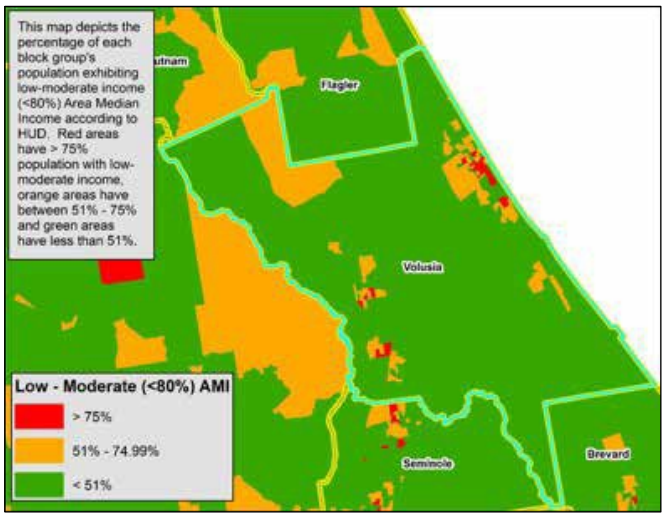


Figure 13: Low to Moderate Income by Block Group – Volusia County

IMPACT ON SPECIAL NEEDS POPULATIONS

Individuals with access and functional needs will require assistance with accessing and/or receiving disaster resources. These individuals could be children, older adults, pregnant women, from diverse cultures, transportation disadvantaged, homeless, have chronic medical disorders, and/or a pharmacological dependency. They could have disabilities, live in institutions, have limited English proficiency or altogether be non-English speaking[11].

Specialized resources may include, but are not limited to, public or private social services, accommodations, information, transportation or medications to maintain health. Care should be taken to ensure that individuals are able to access disaster recovery resources.

[11] US Dept. of Health and Human Services, Office of the Assistant Secretary for Preparedness and Response. "Public Health Emergency" – http://www.phe.gov/Preparedness/planning/abc/Pages/atrisk.aspx

According to U.S. Census data, approximately 5.54 percent of the population in the impacted counties speaks a language other than English at home and does not understand English well. Hillsborough (9.83 percent), Flagler (6.71 percent), Manatee (5.94 percent), Indian River (5.35 percent), Pinellas (5.28 percent) and Duval (5.15 percent) counties have the highest percent of the population speaking different languages and not understanding English well[12]. Outreach to those eligible for assistance will require consideration of the language needs of these populations (see the sections on Outreach and Citizen Participation for more information).

The map below shows concentrations of limited English by census tract (Figure 14), followed by Table 5 that shows the number of residents who speak only English or who speak Spanish or other languages, by county.

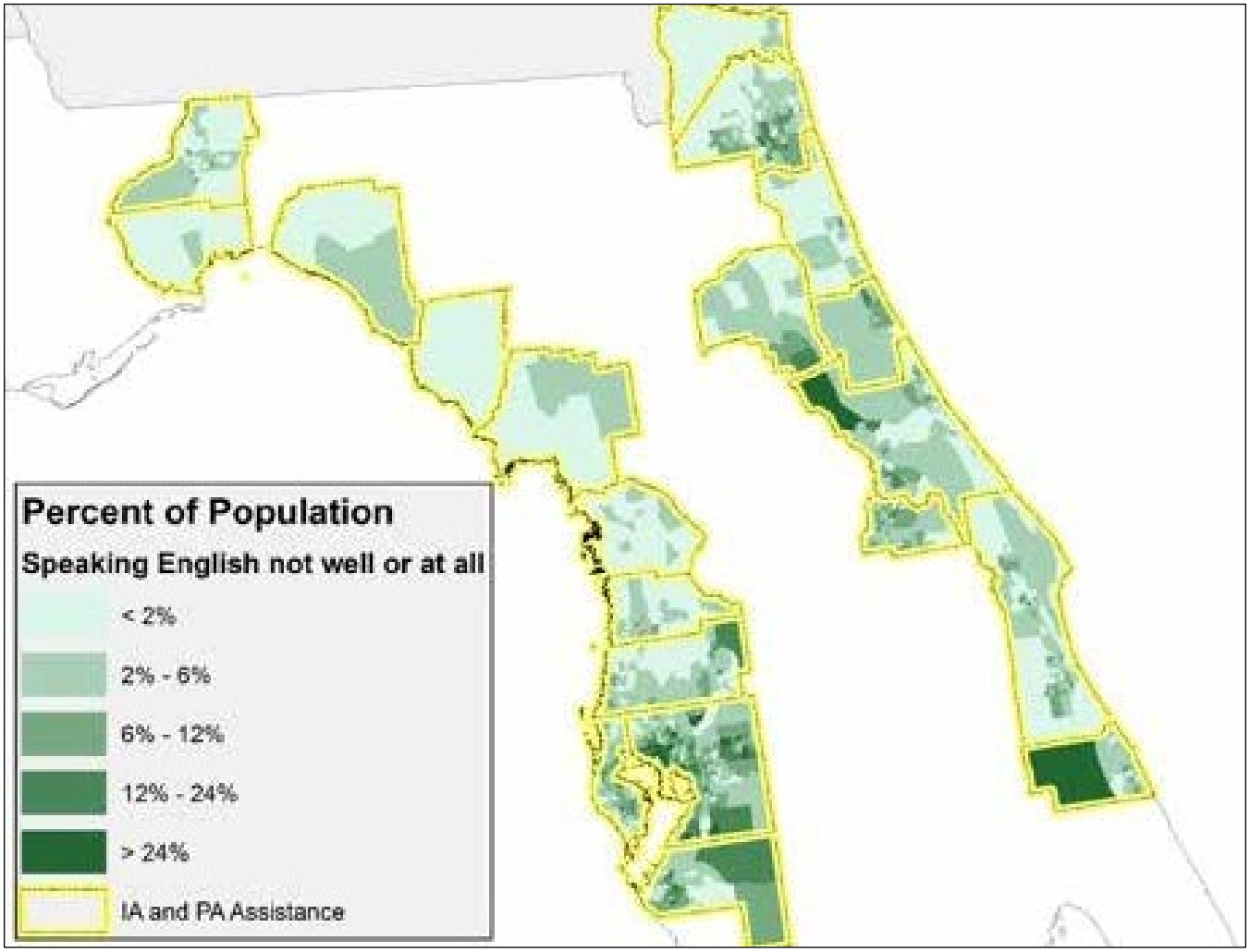


Figure 14: Percent of Tract Population Speaking English Not Well or Not At All

[12] Source: U.S. Census Bureau, 2011-2015 American Community Survey 5-Year Estimates, Table 16001. County-level percent calculations by the Florida Department of Revenue and Fiscal Affairs - Health and Demographics Section.

TABLE 5: LANGUAGE SPOKEN AT HOME AND ABILITY TO SPEAK ENGLISH FOR PERSONS 5 YEARS AND OVER IN FLORIDA (2011-2015)

COUNTY	TOTAL	SPEAKS ONLY ENGLISH		SPEAKS SPANISH		SPEAKS OTHER LANGUAGE	
		NUMBER	PERCENT	NUMBER	PERCENT	NUMBER	PERCENT
Brevard	527,527	472,256	89.52%	10,452	1.98%	7,274	1.38%
Citrus	134,267	126,237	94.02%	1,520	1.13%	1,073	0.80%
Dixie	15,275	14,701	96.24%	130	0.85%	44	0.29%
Duval	830,258	718,411	86.53%	18,401	2.22%	24,318	2.93%
Flagler	96,414	81,974	85.02%	2,578	2.67%	3,887	4.03%
Hernando	167,018	148,918	89.16%	3,763	2.25%	1,863	1.12%
Hillsborough	1,219,613	884,020	72.48%	96,961	7.95%	22,872	1.88%
Indian River	136,498	117,679	86.21%	5,493	4.02%	1,807	1.32%
Leon	267,894	240,146	89.64%	2,268	0.85%	4,353	1.62%
Levy	37,791	35,335	93.50%	865	2.29%	184	0.49%
Manatee	325,951	272,717	83.67%	17,522	5.38%	4,896	1.50%
Nassau	71,986	69,531	96.59%	406	0.56%	203	0.28%
Pasco	454,546	389,082	85.60%	12,914	2.84%	7,256	1.60%
Pinellas	889,154	767,354	86.30%	22,621	2.54%	24,282	2.73%
Putnam	68,427	62,335	91.10%	2,263	3.31%	292	0.43%
Seminole	200,082	183,365	91.64%	2,545	1.27%	2,393	1.20%
St. Johns	414,443	332,187	80.15%	17,525	4.23%	7,103	1.71%
Taylor	21,430	20,237	94.43%	329	1.54%	165	0.77%
Volusia	479,923	416,890	86.87%	14,882	3.10%	5,933	1.24%
Wakulla	29,546	27,752	93.93%	221	0.75%	108	0.37%
IMPACTED COUNTIES	6,388,043	5,381,127	84.24%	233,659	3.66%	120,306	1.88%

Populations over the age of 65 or households with children under the age of five increases vulnerability. The map below (Figure 15) shows concentrations of households with these elderly and young populations, by census tract. Concentrations of these age dependent populations are noticeable in Citrus, Hernando, Indian River, Pasco and Volusia counties in particular.

Additionally, the map below (Figure 16) shows relative concentrations of poverty in Duval, Hillsborough, Levy and Putnam counties, followed by a map of larger concentrations of unemployment across the region (Figure 17).

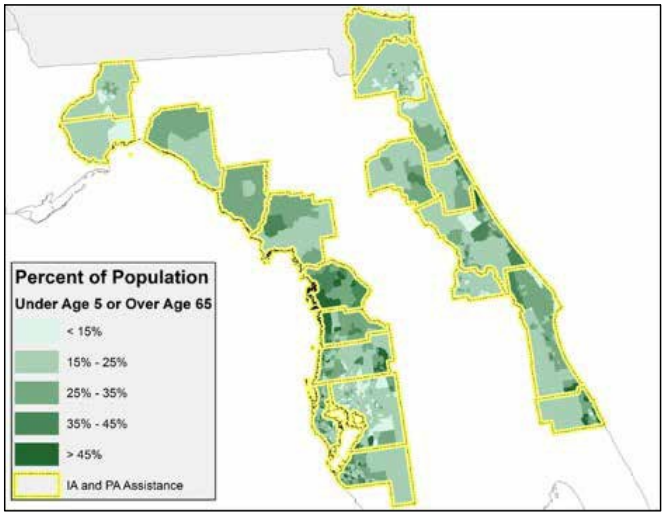


Figure 15: Age Dependent (< 5 Years or > 65 Years) Population by Tract

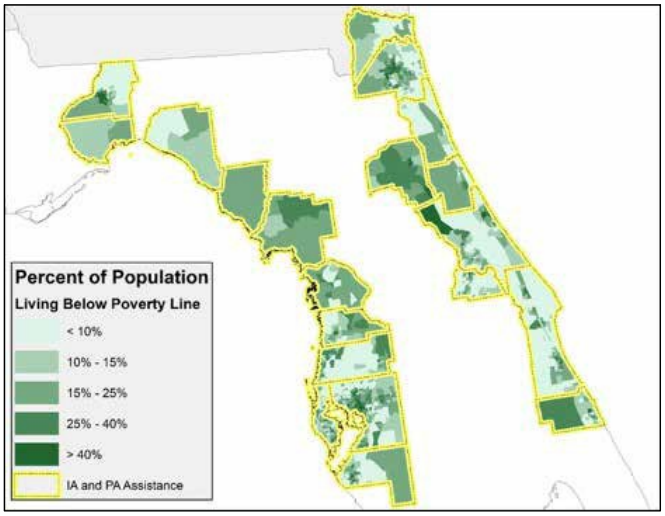


Figure 16: Percent of Population Living Below Poverty Line by Tract

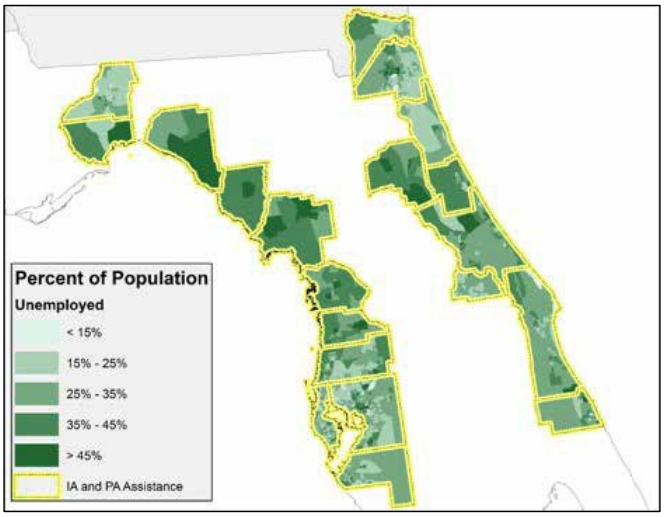


Figure 17: Percent Unemployment by Tract

In addition to the aforementioned disadvantaged populations, program intake should carefully consider the following social characteristics which may lead to a decreased ability to access intake centers. Table 6 displays counts of FEMA Individual Assistance applicants by specific special need category. Renters are a vulnerable subgroup because they must rely on landlords for safe and sanitary housing. Those over age 65 might have mobility and health issues making it difficult to leave home to access services (Figure 15). Those with identified access and function needs must be accounted for in any program deployment, and those living in mobile homes and travel trailers are more susceptible to future impacts than those living in more solid housing. Finally, those without access

to a vehicle (Figure 18) must be taken into account in deploying a successful action plan for disaster recovery. Either intake center placement should be nearer to these disadvantaged populations or plans should be made to ensure that those without mobility have equal access to program staff through outreach.

TABLE 6: FEMA INDIVIDUAL ASSISTANCE APPLICANTS BY SPECIAL NEEDS CATEGORY

COUNTY	RENTERS	AGE OVER 65	ACCESS AND FUNCTIONAL NEEDS	LIVING IN MOBILE HOMES/ TRAVEL TRAILERS
Brevard	1,345	1,409	93	1,051
Citrus	207	367	22	195
Dixie	51	136	4	191
Duval	1,442	1,073	75	372
Flagler	1,143	1,736	46	508
Hernando	76	107	6	52
Hillsborough	54	56	3	36
Indian River	230	133	14	127
Leon	563	200	37	276
Levy	73	125	6	140
Manatee	344	52	12	37
Nassau	110	154	6	131
Pasco	248	235	19	313
Pinellas	178	101	14	95
Putnam	429	478	27	770
Seminole	239	176	12	82
St. Johns	1,357	1,559	67	786
Taylor	32	130	10	109
Volusia	3,968	5,493	217	3,637
Wakulla	33	42	5	55

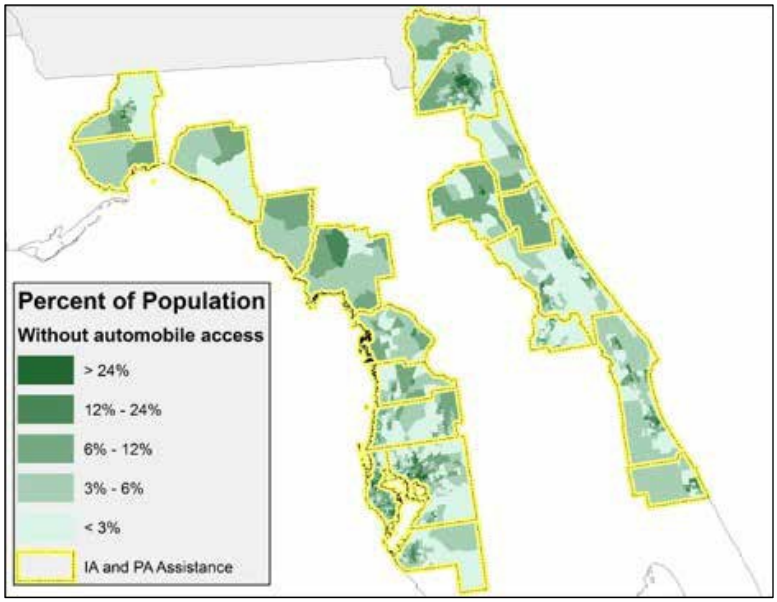


Figure 18: Percent of Tract Population without automobile access

TRANSITIONAL HOUSING/HOMELESSNESS

The rain, winds, and flooding from Hermine and Matthew impacted community members across all walks of life. Table 7 below shows the homeless population of each county impacted by the hurricanes.

TABLE 7: HOMELESS POPULATIONS BY COUNTY

PDD 4280 – HURRICANE HERMINE			PDD 4283 – HURRICANE MATTHEW		
COUNTY	2014	2015	COUNTY	2014	2015
Alachua	1,516	636	Bradford	●	●
Baker	●	●	Brevard	1,567	1,178
Citrus	188	180	Broward	2,738	2,624
Columbia	473	538	Clay	102	147
Dixie	●	●	Duval	1,801	1,566
Franklin	●	23	Flagler	188	105
Gadsden	●	9	Indian River	1,048	812
Gilchrist	●	●	Lake	187	265
Hernando	77	218	Martin	567	504
Hillsborough	2,291	1,931	Nassau	93	140
Jefferson	●	4	Orange	1,701	1,396
Lafayette	60	68	Osceola	278	372
Leon	805	808	Palm Beach	1,559	1,421
Levy	●	13	Putnam	49	26
Liberty	●	2	Seminole	275	344
Madison	●	1	St. Johns	1,401	1,161
Manatee	494	308	St. Lucie	976	1,096
Marion	918	787	Volusia	1,445	1,222
Pasco	3,305	1,045			
Pinellas	3,391	3,387			
Sarasota	891	943			
Sumter	59	68			
Suwanee	308	350			
Taylor	●	●			
Union	●	●			
Wakulla	●	●			
COUNT FOR IMPACTED AREAS	14,776	11,319	COUNT FOR IMPACTED AREAS	17,989	16,394

● *"No Count" was indicated in the data*
● *Indicates the number "0" was represented in the data*

EMERGENCY SHELTERS

Emergency sheltering for Hurricane Hermine was minimal. The American Red Cross reported only 40 people in seven shelters during the hurricane event (Table 8). Conversely the massive evacuation ordered for coastal Florida in the days preceding Matthew resulted in residents seeking shelter in hotels, motels, homes of friends and families, as well as public shelters across the state. The state, along with various churches, charitable groups and schools, helped to serve this need. A total of 149 shelters were open in 31 counties between October 6 and October 28, 2016.

Table 9 shows the number of shelters and populations sheltered across the state during hurricane Matthew. These tables, sourced from the Florida Division of Emergency Management may reflect a lower number of sheltered populations than information from local data sources. For example, communication with Flagler County indicates that their maximum sheltered in any one night was nearly 2,000. Additionally, St. Johns County reported eight shelters housing nearly 2,100 people from October 6-9, 2016, and then a single shelter operating until October 27 sheltering 125 people.

TABLE 8: EVACUATION SHELTERS IN USE DURING HURRICANE HERMINE

COUNTY	SHELTER NAME
Columbia	Mason City Community Center
Dixie	Trail Rider Community Center
Leon	Bethel AME Church
Taylor	Williston High School
Pasco	Mike Fasano Regional Hurricane Shelter
Taylor	Taylor Elementary
Wakulla	Crawfordville Elementary School

TABLE 9: SHELTER OCCUPANCY BY COUNTY FOR HURRICANE MATTHEW[13]

COUNTY	SHELTERS IN OPERATION	TOTAL SHELTERED (ALL DAYS)	MAXIMUM SHELTERED (ANY SINGLE NIGHT)
Baker	1	15	8
Bradford	2	62	57
Brevard	17	3,035	1,621
Broward	10	3,962	2,625
Clay	5	769	429
Columbia	3	261	192
Duval	12	4,307	2,393
Flagler	3	464	201
Hendry	2	372	372
Hillsborough	5	129	115
Indian River	5	1,303	1,303
Lake	5	112	110
Leon	3	424	327
Madison	1	116	58
Manatee	1	39	39
Martin	7	1,717	1,495
Miami-Dade	4	1,031	797
Nassau	5	763	412
Okeechobee	3	468	468
Orange	2	415	235
Osceola	5	582	325
Palm Beach	14	8,083	7,304
Pinellas	1	3	3
Polk	6	543	543
Putnam	1	60	27
Saint Johns	2	636	87
Saint Lucie	7	1,937	1,907
Seminole	5	598	444
Sumter	1	88	44
Taylor	1	60	60
Volusia	10	751	569
TOTAL	149	33,105	24,570

[13] Shelter data in this table was provided by the Florida Division of Emergency Management. Local municipalities may have additional data apart from this formal dataset.

UNMET NEEDS ASSESSMENT DATA

Understanding where impacts and unmet needs remain following these disasters requires analysis of various datasets pertaining to each of the three sectors: housing, infrastructure and economy. In some instances, data on impacts and support can be collected from open source federal datasets and in others, close collaboration with states and locals is required to ensure appropriate data is utilized. Data gathered and analyzed in the assessment of impacts and unmet needs is listed in Table 10 below.

TABLE 10: DATA SOURCES UTILIZED IN THE ASSESSMENT OF IMPACTS AND UNMET NEEDS

DATA	SOURCE	DATE
HOUSING		
FEMA Housing Assistance - Owners	Open FEMA Dataset	3/28/2017
FEMA Housing Assistance - Renters	Open FEMA Dataset	3/28/2017
FEMA FIDA Applicant Report	FEMA Regional Office	3/22/2017
SBA Home Applicant Report	Small Business Administration	3/6/2017
Florida Matthew Flood Claims	National Flood Insurance Program	3/13/2017
INFRASTRUCTURE		
PA Project Worksheet Summary - Hermine	Florida Division of Emergency Management	3/27/2017
PA Project Worksheet Summary - Matthew	Florida Division of Emergency Management	3/27/2017
Public Assistance Funded Project Details	Open FEMA Dataset	3/10/2017
ECONOMY		
USDA Crop Indemnity	United States Department of Agriculture	3/9/2017
USDA Crop Coverage Levels	United States Department of Agriculture	3/9/2017

SUMMARY OF IMPACTS AND UNMET NEEDS

Analysis of available datasets indicates that residual need from Hurricanes Hermine and Matthew can be found across housing, infrastructure, and economic sectors. Estimated total impacts (Table 11) from these storms is about $1.4 billion across the three sectors and total estimated unmet needs top $494 million. Evidence (discussed in greater detail below) indicates that the housing sector has the most remaining unmet need (68.3 percent), followed by the infrastructure (25.4 percent), and economy (6.3 percent), indicating that any program focused on housing recovery will have a high impact on overall recovery across the state (Figure 19 and Table 11).

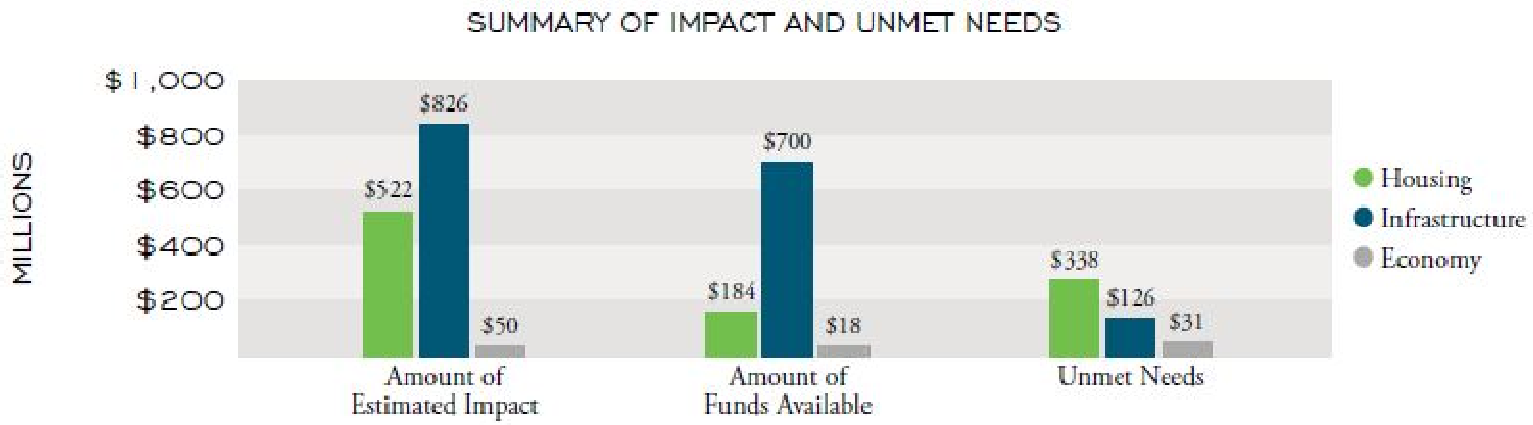


Figure 19: Breakdown of Impacts, Support, and Unmet Need by Recovery Category

TABLE 11: ESTIMATED IMPACT, SUPPORT, AND UNMET NEEDS				
SUMMARY OF IMPACTS/SUPPORT	HOUSING	INFRASTRUCTURE	ECONOMY	TOTAL
Amount of Estimated Impact	$521,878,904	$825,884,954	$49,679,691	$1,397,443,549
Amount of Funds Available	$184,102,929	$700,135,842	$18,495,843	$902,734,614
Unmet Needs	$337,775,975	$125,749,112	$31,183,847	$494,708,934
PERCENT OF TOTAL	68.28%	25.42%	6.30%	

HOUSING IMPACT

Table 12 below shows the Real Property FEMA Verified Loss (FVL) determinations in the Florida (IA) Individual Assistance declared counties. Real Property FEMA Verified Losses are those losses to real property (physical structures) identified by FEMA upon inspection. As noted in Table 12, each county has a different number of homes inspected by FEMA. Inspection rates were higher for Hurricane Hermine than Hurricane Matthew. In some instances inspection rates, or the number of applicant homes visited by FEMA were less than 50 percent.

After review of the updated FEMA, SBA and NFIP data, as well as current data from FEMA online about renter and homeowner applicants, Table 12 has been updated to reflect a remaining net unmet need of $192.4 million. The original table used all applicants whereas the more current, online FEMA data shown below uses verified applicants.

TABLE 12: FEMA IA APPLICANTS IN THE FL HERMINE AND MATTHEW IA IMPACTED COUNTIES[14]							
COUNTY	# OF APPLICANTS[15]	NUMBER INSPECTED	NUMBER WITH INSPECTED DAMAGE	% WITH INSPECTED DAMAGE	NUMBER RECEIVING REPAIR ASSISTANCE	TOTAL FEMA VERIFIED LOSS AMOUNT	AVERAGE FEMA VERIFIED LOSS
Brevard	3,835	1,941	1,513	77.95%	358	$1,357,095	$3,791
Citrus	766	596	508	85.23%	332	$4,275,360	$12,878
Dixie	327	258	189	73.26%	145	$1,353,992	$9,338
Duval	3,437	1,510	1,288	85.30%	406	$2,483,879	$6,118
Flagler	3,696	1,243	1,016	81.74%	266	$1,724,813	$6,484
Hernando	254	199	173	86.93%	104	$859,797	$8,267
Hillsborough	171	132	87	65.91%	23	$152,078	$6,612
Indian River	413	258	209	81.01%	54	$228,247	$4,227
Leon	832	369	293	79.40%	111	$562,950	$5,072
Levy	290	211	156	73.93%	95	$877,753	$9,240
Manatee	102	82	62	75.61%	32	$158,928	$4,967
Nassau	463	220	166	75.45%	69	$366,753	$5,315
Pasco	661	559	491	87.84%	285	$1,819,594	$6,385
Pinellas	398	327	193	59.02%	56	$274,693	$4,905
Putnam	1,343	881	696	79.00%	289	$1,197,437	$4,143
Seminole	564	288	222	77.08%	42	$115,475	$2,749
St. Johns	3,642	2,356	2,062	87.52%	1,243	$14,935,828	$12,016
Taylor	251	194	146	75.26%	100	$854,895	$8,549
Volusia	13,026	6,058	5,180	85.51%	1,587	$6,931,350	$4,368
Wakulla	110	57	40	70.18%	16	$66,019	$4,126
TOTAL	34,581	17,739	14,690	78.16%	5,613	$40,596,936	$129,549

[14] https://www.fema.gov/api/open/v1/HousingAssistanceOwners.csv
[15] FEMA Individual Assistance Applicant Report - FIDA_28630_H3_4280_4283_3-23-2017

HOUSING TYPES AFFECTED

Nearly 35,000 applicants filed for FEMA IA statewide as a result of the Hermine and Matthew disasters. Of those who specified housing unit type, more than 76 percent are home owners, including single family homes, duplex units, mobile homes and other housing types. The remaining 24 percent are renters, including renters of single family homes, mobile homes, apartment units and other housing types (Table 13).

TABLE 13: FEMA IA APPLICANTS BY HOUSING TYPE

RESIDENCE TYPE	NUMBER OF FEMA IA APPLICANTS
Apartment	3,325
Assisted Living Facility	14
Boat	167
College Dorm	8
Condo	1,031
Correctional Facility	2
House/Duplex	37,467
Military Housing	11
Mobile Home	9,200
Other	2,460
Townhouse	513
Travel Trailer	434
TOTAL	54,632

SINGLE FAMILY

Housing values range from more than $250,000 to below $75,000 in different regions of the state. Higher value homes are concentrated along the coast from Jacksonville through Brevard (Figure 20). However, there are pockets along the entire coast with lower house values.

There are more than 2.6 million housing units in the entire impacted area, many of which were built between 1980 - 1999, and most of which are owner-occupied units, as shown in the map below (Figure 21). With much of the housing stock in the 30-year range (Table 14), key systems such as electrical, roofing, water heaters, and furnaces may have already cycled through a replacement life- span in many homes. Many of the impacted counties have a substantial rental population. Renter households may be adversely impacted during disasters due to the focus on repair of single family homes during disaster recovery.

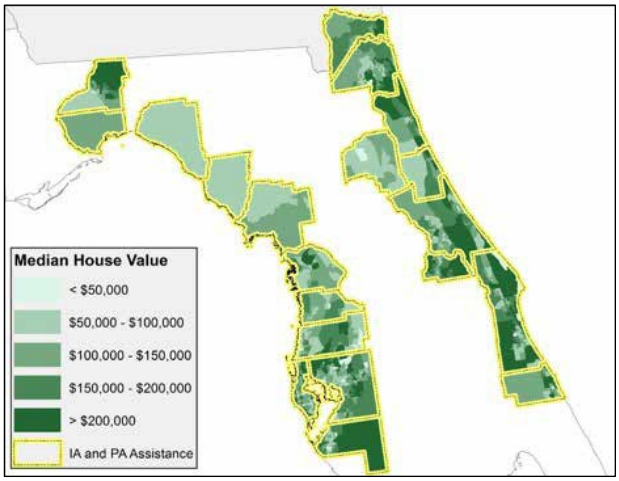


Figure 20: Median House Value

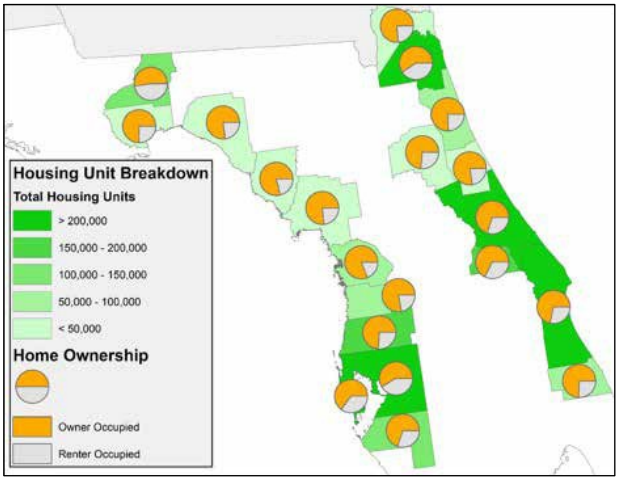


Figure 21: Housing Unit Tenure

TABLE 14: AGE OF HOUSING STOCK: PERCENTAGE OF UNITS BY YEAR BUILT, BY COUNTY (ACS 2011-2015)

COUNTY	TOTAL HOUSING UNITS	PERCENTAGE OF UNITS BY YEAR BUILT					
		2010 OR NEWER	2000-2009	1980-1999	1960-1979	1940-1959	PRE 1940
Brevard	271,654	0.86%	19.65%	42.92%	28.89%	6.85%	0.82%
Citrus	77,819	0.80%	22.37%	47.87%	24.46%	3.90%	0.60%
Dixie	9,192	1.32%	19.28%	45.03%	23.14%	8.76%	2.48%
Duval	393,571	1.81%	19.90%	31.42%	25.02%	16.79%	5.06%
Flagler	49,273	1.39%	44.62%	41.69%	10.47%	1.43%	0.40%
Hernando	84,630	1.12%	25.60%	50.88%	18.75%	2.98%	0.66%
Hillsborough	549,024	2.64%	22.93%	37.62%	24.00%	9.69%	3.12%
Indian River	77,059	0.88%	27.89%	42.00%	22.30%	5.43%	1.50%
Leon	125,915	1.56%	18.93%	42.88%	26.35%	8.77%	1.51%
Levy	19,917	1.61%	21.24%	46.25%	24.79%	3.96%	2.16%
Manatee	177,046	2.23%	22.19%	34.06%	30.67%	8.83%	2.02%
Nassau	35,681	3.21%	29.41%	39.36%	19.42%	5.51%	3.09%
Pasco	231,612	1.78%	24.02%	38.30%	31.66%	3.30%	0.93%
Pinellas	503,658	0.52%	6.34%	29.27%	44.40%	15.93%	3.54%
Putnam	36,824	1.02%	13.95%	40.65%	29.71%	10.52%	4.15%
Seminole	94,826	3.92%	34.85%	42.12%	12.25%	3.93%	2.94%
St. Johns	184,374	1.47%	17.73%	48.29%	26.37%	4.91%	1.22%
Taylor	10,906	1.16%	15.34%	37.40%	28.73%	11.32%	6.04%
Volusia	255,437	0.98%	17.39%	42.69%	27.02%	9.76%	2.17%
Wakulla	12,841	1.21%	31.20%	44.44%	16.52%	3.95%	2.69%
TOTAL	3,201,259	1.58%	19.63%	38.13%	28.42%	9.68%	2.56%

RENTAL HOUSING

Rental housing is an important component of affordable housing for the impacted area (Figure 21). Much of the rental housing (nearly 80 percent) in Florida was built prior to 1999 (Table 15). The older building code and in some cases, the lack of regular maintenance can make these units less desirable.

The rental vacancy rate in Florida was 23 percent, according to the ACS 2015 5-year estimates[16]. The median rent for the state is $1,002 monthly[17].

Of the FEMA applicants in the IA program for the impacted counties, nearly 24 percent live in rental housing; 8,271 of whom are also of low-and-moderate income.

As indicated by the map below (Figure 22), rental units in the non-urban counties are primarily single family and mobile home units, with the majority of renters in those unit types as opposed to multi-family complexes. This is due to the rural nature of the communities. Some impacted counties have a substantial percentage of multi-family housing including apartments, townhomes, and condos. Areas with more multi-family homes face distinctly different sets of challenges in recovery, including navigating multiple insurance carriers and absentee owners unable/willing to commit resources to address shared problems (such as damaged roofs).

[16] ACS 2011-2015, B25004 - VACANCY STATUS
[17] https://www.census.gov/quickfacts/table/HSG860215/12

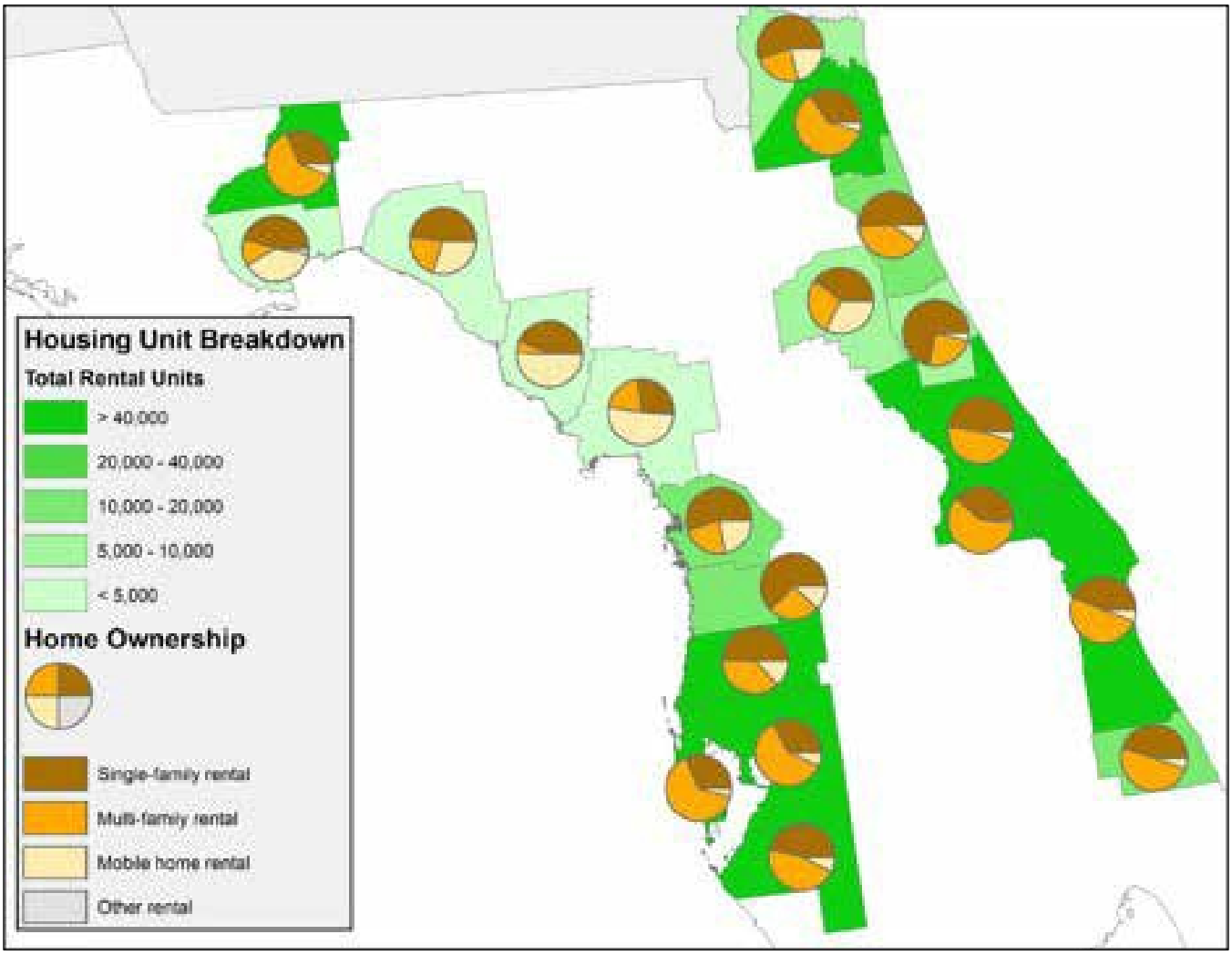


Figure 22: Rental Housing Unit Tenure

TABLE 15: AGE OF RENTAL HOUSING STOCK:
PERCENTAGE OF UNITS BY YEAR BUILT, BY COUNTY (ACS 2011-2015)

COUNTY	RENTAL HOUSING UNITS	PERCENTAGE OF UNITS BY YEAR BUILT					
		2010 OR NEWER	2000-2009	1980-1999	1960-1979	1940-1959	PRE 1940
Brevard	63,137	0.72%	18.81%	39.60%	32.33%	7.47%	1.07%
Citrus	11,478	1.12%	13.47%	45.12%	34.05%	4.87%	1.37%
Dixie	1,282	2.50%	24.10%	35.96%	25.20%	11.70%	0.55%
Duval	137,871	2.27%	19.39%	30.53%	28.97%	14.18%	4.66%
Flagler	8,325	1.85%	44.31%	40.14%	11.66%	1.74%	0.29%
Hernando	15,639	1.69%	26.86%	43.89%	23.84%	3.33%	0.39%
Hillsborough	201,793	3.03%	22.75%	38.23%	24.46%	8.45%	3.08%
Indian River	14,657	0.06%	26.77%	38.44%	22.08%	9.19%	3.46%
Leon	52,826	1.85%	19.71%	40.40%	28.48%	8.12%	1.44%
Levy	3,617	0.86%	21.59%	41.30%	30.08%	3.79%	2.38%
Manatee	40,696	1.89%	18.31%	33.01%	32.13%	11.88%	2.79%
Nassau	6,731	3.89%	28.39%	30.22%	24.11%	9.57%	3.82%
Pasco	48,853	2.36%	21.05%	34.48%	35.91%	4.66%	1.54%
Pinellas	141,805	0.95%	7.15%	30.32%	43.75%	13.63%	4.20%
Putnam	7,302	0.49%	8.89%	35.47%	37.72%	13.12%	4.31%
Seminole	19,431	3.15%	30.97%	38.35%	17.68%	4.88%	4.97%
St. Johns	49,348	1.85%	18.70%	48.09%	26.28%	3.89%	1.18%
Taylor	1,743	0.00%	9.06%	27.88%	39.99%	12.97%	10.10%
Volusia	59,977	1.40%	16.15%	39.35%	28.93%	11.18%	2.99%
Wakulla	2,693	0.00%	35.31%	34.72%	25.25%	1.89%	2.82%
TOTAL	889,204	1.94%	18.65%	36.29%	30.38%	9.71%	3.03%

MOBILE HOMES

Mobile home affordability and ease of general maintenance provides housing independence and choice to residents across the state (Figure 23). However, wind and flood damage to mobile homes can be difficult to repair, due to the integrated nature of the building components. In addition, when considering the feasibility of repairing a structure, the cost of making those repairs to mobile homes may be disproportionately high compared to the overall value of the structure.

The full extent of damage to mobile homes may not be realized in the early months after an event and can go unreported in the initial damage inspection. Damage such as water saturation of the particle board material that makes up the floor framing and decking can cause unsafe deterioration over time. The potential for mold and mildew in the home's structure or insulation can develop over time as well.

Of the FEMA IA applicants in the state-assessed areas, 9,200 of them reside in mobile home units.

Mobile home damage was also concentrated in certain areas, as illustrated in the map below. These areas include Volusia, St. Johns, Putnam and Brevard Counties with either greater than 500 mobile homes damaged or more than $500,000 in damage to mobile homes as the most impacted counties in terms of simple count of the number of homes with documented FEMA verified loss.

In total across the state, there were 5,111 mobile homes with FEMA Real Property Verified Losses, or losses identified by FEMA inspectors. Table 16 shows the number of mobile homes and FEMA verified property losses by county.

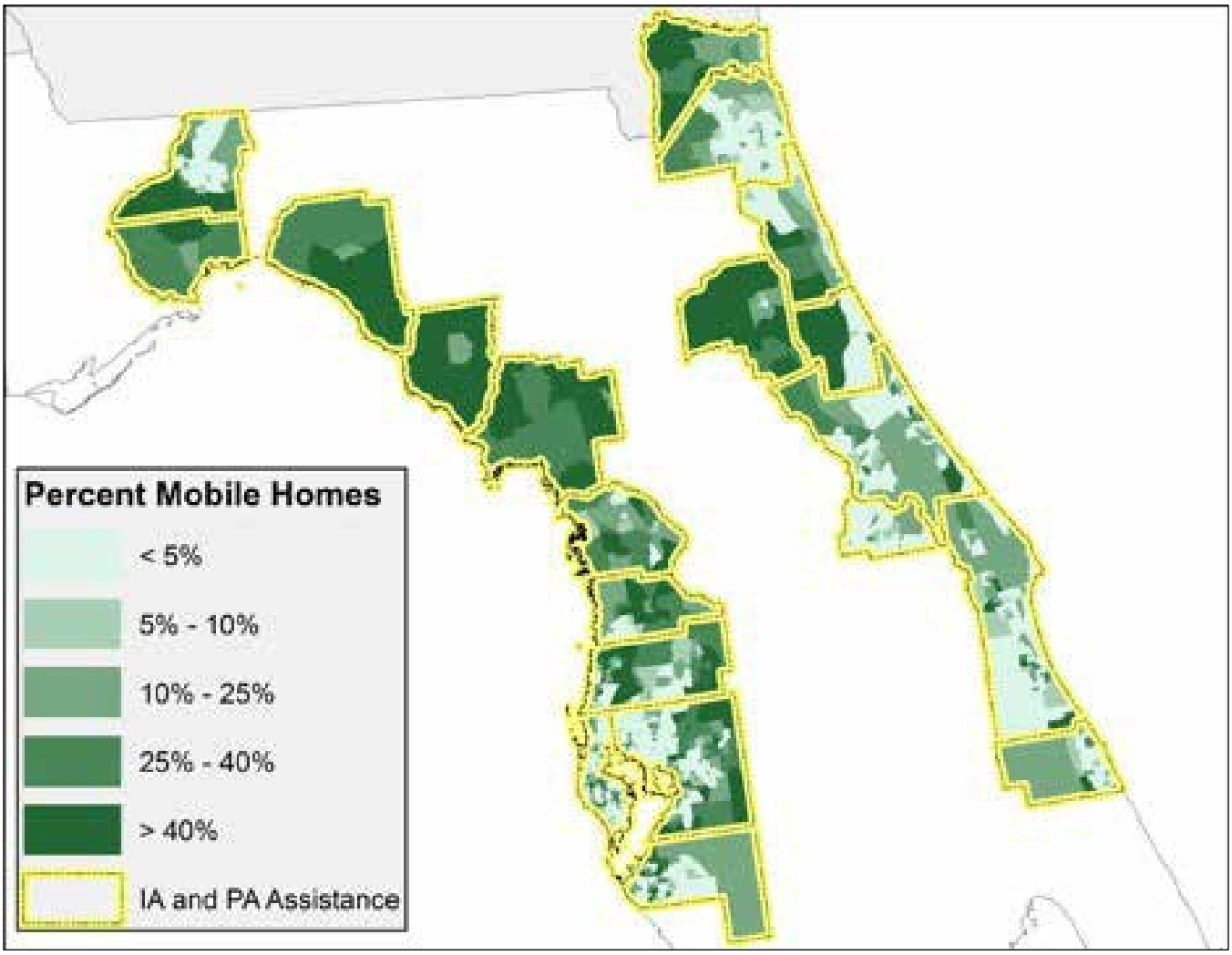


Figure 23: Mobile Home Populations

TABLE 16: MOBILE HOMES WITH VERIFIED LOSS, BY COUNTY		
COUNTY	COUNT OF MOBILE HOMES WITH FEMA REAL PROPERTY VERIFIED LOSSES	TOTAL FEMA REAL PROPERTY VERIFIED LOSS
Volusia	2,327	$2,808,673
St. Johns	391	$1,161,656
Putnam	387	$568,099
Brevard	583	$409,290
Pasco	195	$405,077
Flagler	279	$401,546
Dixie	72	$388,076
Citrus	83	$279,930
Duval	209	$257,024
Leon	128	$177,237
Levy	66	$156,525
Taylor	46	$139,723
Nassau	69	$112,070
Manatee	25	$90,773
Pinellas	43	$88,569
Indian River	84	$78,967
Hernando	33	$75,041
Hillsborough	20	$54,778
Seminole	48	$31,751
Wakulla	23	$19,224
TOTAL	5,111	$7,704,030

SUMMARY TABLES

The tables below (Table 17 - Table 19) display FEMA IA applicants by categories useful for understanding possible program enrollment, including ownership versus rental, age, and access and functional needs.

TABLE 17: FEMA APPLICANT BREAKDOWN BY < 30% LOW/MODERATE INCOME, AGE, AND ACCESS/FUNCTIONAL NEEDS FOR HOUSES AND MOBILE HOMES			
FEMA IA APPLICANTS	LMI < 30%	OVER 65	AFN
NUMBER OF HOMES	7,597	1,555	87
Owners	5,730	1,445	53
Renters	1,867	110	34
NUMBER OF MOBILE HOMES	2,379	562	22
Owners	1,980	538	18
Renters	399	24	4

TABLE 18: FEMA APPLICANT BREAKDOWN BY < 50% LOW/MODERATE INCOME, AGE, AND ACCESS/FUNCTIONAL NEEDS FOR HOUSES AND MOBILE HOMES

FEMA IA APPLICANTS	LMI < 50%	OVER 65	AFN
NUMBER OF HOMES	11,811	3,304	160
Owners	9,090	3,093	97
Renters	2,721	211	63
NUMBER OF MOBILE HOMES	4,237	1,438	33
Owners	3,645	1,384	26
Renters	592	54	7

TABLE 19: FEMA APPLICANT BREAKDOWN BY < 80% LOW/MODERATE INCOME, AGE, AND ACCESS/FUNCTIONAL NEEDS FOR HOUSES AND MOBILE HOMES

FEMA IA APPLICANTS	LMI < 80%	OVER 65	AFN
NUMBER OF HOMES	17,459	5,283	212
Owners	13,677	4,996	132
Renters	3,782	287	80
NUMBER OF MOBILE HOMES	6,230	2,278	54
Owners	5,402	2,206	44
Renters	828	72	10

HOUSING FUNDS MADE AVAILABLE

The main federal funding sources that are available for impacted residents in the immediate aftermath of a disaster are FEMA Individual Assistance, low-interest loans from the U.S. Small Business Administration (SBA), and insurance proceeds from the National Flood Insurance Program (NFIP). These three funding streams account for the majority of the housing recovery funds made available before CDBG-DR.

FEMA INDIVIDUAL ASSISTANCE (IA)

The FEMA Individual Assistance program (IA) consists of a multitude of services for individuals in disaster declared counties. Specifically, housing funds, made available through the Housing Assistance (HA) program, help to bridge the gap from sheltering to permanent housing. These funds can be used for limited basic home repairs and replacement of essential household items, as well as rental payments for temporary housing. FEMA IA is limited to bring a home back to a basic level of "safe and sanitary living or functioning condition," and may not account for the full extent of the home's damage or need.

There were 54,632 applicants to FEMA's Housing Assistance Program across the 20 presidentially declared counties. Of these, 16,821 had a FEMA Real Property Full Verified Loss (FVL) assessment; however, this does not mean that the applicant received funding (Table 20). Of the applicants with a FVL, 5,677 received FEMA housing assistance (HA) in the form of repair or replacement funds. An estimated $37,201,261 in damage was assessed for the 16,821 applicants with a FVL. This has resulted in $20,658,689 in housing assistance to date.

TABLE 20: APPLICANTS BY FEMA VERIFIED LOSSES AND HOUSING ASSISTANCE

HERMINE AND MATTHEW IMPACT AREAS	FEMA IA APPLICANTS	AMOUNT OF FEMA VERIFIED REAL PROPERTY LOSS	AMOUNT OF FEMA HOUSING ASSISTANCE PROVIDED
UNIVERSE	54,632	$37,201,262	$23,675,883
FEMA FVL	16,821	—	—
Received HA	5,677	$27,025,562	$20,658,689
Received No HA	11,444	$10,175,700	—
NO FEMA FVL	37,811	—	—
Received HA	1,525	—	$3,017,194
Received No HA	36,286	—	—

NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COVERAGE

The National Flood Insurance Program (NFIP) provides insurance coverage to any property owner willing to pay the associated premiums. As of January 2017, there were 1,763,760 policies covering approximately $428 million in property and contents across the state. The National Flood Insurance Program paid 2,980 claims totaling $93,081,339 across 106 cities following Hermine and Matthew.

SMALL BUSINESS ADMINISTRATION (SBA) HOME LOANS

The Small Business Administration (SBA) provided $62,382,900 in repair assistance available to 3,190 homeowner applicants in the Hurricane Matthew and Hurricane Hermine impact areas. The low-interest loans are made available for the purposes of home repair and personal property loss. The average loan for this disaster event was $33,963 and the median loan is $25,058.

PRIVATE INSURANCE PROCEEDS

Detailed (homeowner level) information on private insurance for Matthew and Hermine is not readily available because many of the insurance claims are still being processed. However, aggregated data for these disasters shows that residences bore the brunt of impacts from these hurricanes. Table 21 shows that Hurricane Hermine impacted many fewer individuals than Hurricane Matthew Table 22). Furthermore, damage from both hurricanes (as indicated by the number of insurance claims) is heavily tilted toward residential properties over businesses.

[18] http://www.floir.com/Office/HurricaneSeason/HurricaneMatthewClaimsData.aspx
[19] http://www.floir.com/Office/HurricaneSeason/HurricaneMatthewClaimsData.aspx

TABLE 21: HURRICANE HERMINE INSURANCE CLAIMS DATA[18]

LINES OF BUSINESS	SUB-LINES	NUMBER OF CLAIMS	CLOSED CLAIMS (PAID)	CLOSED CLAIMS (NOT PAID)	NUMBER CLAIMS OPEN	PERCENT CLAIMS CLOSED
RESIDENTIAL PROPERTY		14,094	6,020	7,145	929	93.4%
	Homeowners	10,967	4,385	5,795	787	92.8%
	Dwelling	1,724	805	819	100	94.2%
	Mobile Homeowners	1,342	818	499	25	98.1%
	Commercial Residential	61	12	32	17	72.1%
COMMERCIAL PROPERTY		994	326	424	244	75.5%
FLOODING		1,359	987	289	83	93.9%
	Private Flood	195	133	46	16	91.8%
	Federal Flood	1,164	854	243	67	94.2%
BUSINESS INTERRUPTION		56	30	20	6	89.3%
OTHER LINES OF BUSINESS		3,196	2,501	562	133	95.8%
TOTAL		19,699	9,864	8,440	1,395	92.9%

TABLE 22: HURRICANE MATTHEW INSURANCE CLAIMS DATA[19]

LINES OF BUSINESS	SUB-LINES	NUMBER OF CLAIMS	CLOSED CLAIMS (PAID)	CLOSED CLAIMS (NOT PAID)	NUMBER CLAIMS OPEN	PERCENT CLAIMS CLOSED
RESIDENTIAL PROPERTY		101,454	55,576	38,835	7,043	93.1%
	Homeowners	82,957	43,838	33,322	5,797	93.0%
	Dwelling	11,383	6,719	3,857	807	92.9%
	Mobile Homeowners	6,599	4,917	1,461	221	96.7%
	Commercial Residential	515	102	195	218	57.7%
COMMERCIAL PROPERTY		6,698	1,295	2,480	2,923	56.4%
FLOODING		3,433	2,252	906	275	92.0%
	Private Flood	145	94	41	10	93.1%
	Federal Flood	3,288	2,158	865	265	91.9%
BUSINESS INTERRUPTION		229	60	103	66	71.2%
OTHER LINES OF BUSINESS		7,531	4,634	1,864	1,033	86.3%
TOTAL		119,345	63,817	44,188	11,340	90.5%

[18] http://www.floir.com/Office/HurricaneSeason/HurricaneMatthewClaimsData.aspx
[19] http://www.floir.com/Office/HurricaneSeason/HurricaneMatthewClaimsData.aspx

HOUSING UNMET NEED

HOUSING IMPACT METHODOLOGY

HUD calculates ‘‘unmet housing needs’’ as the number of housing units with unmet needs times the estimated cost to repair those units less repair funds already provided by FEMA.

Because complete data sources are often difficult to obtain after a major disaster event, HUD stated that empirically justified calculations may be used to determine the average cost to fully repair a home. Generally, this is done by “using the average real property damage repair costs determined by the Small Business Administration for its disaster loan program for the subset of homes inspected by both SBA and FEMA. Because SBA is inspecting for full repair costs, it is presumed to reflect the full cost to repair the home, which is generally more than the FEMA estimates on the cost to make the home habitable.”[20]

Previously approved impact assessment methodologies have utilized the SBA estimates of damage and repair needs, FEMA IA Housing Assistance data, and National Flood Insurance data in combination with each other to triangulate the real need as opposed to the FEMA estimated losses. Utilizing SBA loan values as an indicator of the amount of support any individual household will require to repair hurricane damages thus provides a more comprehensive look at recovery than simply looking at FEMA inspected damage. SBA sends “construction specialists” trained to evaluate the true cost of repairing or replacing a damaged structure to each applicant, returning a more solid estimate of recovery than original estimates from FEMA. Further accounting for under-representation of impacted populations stemming from FEMA ineligible applicants provides a more accurate picture of overall housing impact across a study area. The full extent of Hermine and Matthew’s housing impact is more than $600 million when utilizing SBA verified losses in combination with estimates based on the average verified loss of $33,963.

In an effort to more finely calibrate the impact amount, the housing impact for this needs assessment was calculated using only SBA data compared with FEMA applicant information. Here, we utilize the median SBA loan amount of $23,740 to account for outliers in the SBA data (a few very high and very low award amounts) that were impacting the average. When applied to the universe of FEMA applicants without a FVL, SBA applicants who were not approved, and FEMA data about the number of rentals with damages (2,482) this results in an adjusted housing impact of $490,745,997. Twenty percent in additional resiliency costs were applied to account for the additional cost of compliance in coastal areas, for a total impact of $588,895,196. After deducting the funds already provided by FEMA, SBA, NFIP and Public Housing Funds ($298,322,735), the remaining unmet need for housing is approximately $230,907,914 (Table 23).

[20] Federal Register Vol. 78, No. 43 /Tuesday, March 5, 2013

TABLE 23: SBA DERIVED IMPACTS AND UNMET NEEDS FOR HOUSING[21]	
SMALL BUSINESS ADMINISTRATION VERIFIED LOSS OF ALL SBA APPLICANTS	
SBA applicants with a real estate verified loss	$111,005,257
SBA applicants without a real estate verified loss (estimate)	$64,905,160
Total verified loss of FEMA applicants referred to SBA (estimate)	**$175,910,417**
ESTIMATED SMALL BUSINESS ADMINISTRATION VERIFIED LOSS OF FEMA APPLICANTS NOT REFERRED OT SBA	
Total FEMA applicants with FEMA inspected damage	16,877
Total SBA applicants	6,144
Potential unmet need population	10,733
Median verified loss	$23,740
Verified loss of FEMA applicants not referred to SBA (estimate)	**$254,801,420**
Total verified	**$430,711,837**
ESTIMATED SMALL BUSINESS ADMINISTRATION VERIFIED LOSS OF RENTAL PROPERTY OWNERS	
FEMA renter applicants with personal property damage	2,482
Median verified loss	$23,740
Total verified loss of rental property owners (estimated)	**$58,922,680**
OTHER HOUSING DAMAGE ESTIMATES	
Real estate damage to public housing	$1,111,480
Total housing verified loss	**$490,745,997**
Accounting for 20% resilience addition	**$588,895,196**
DUPLICATION OF BENEFITS	
FEMA repair payments	$13,311,524
SBA home loan current real estate payments	$59,548,800
SBA business loan payments to landlords	$5,237,700
NFIP building payments	$220,154,711
Public housing funds	$70,000
Total benefit	**$298,322,735**
Total unmet housing need	**$192,423,262**
Accounting for 20% resilience addition	**$230,907,914**

[21] Values from SBA Home Loan Report, FEMA Individual Assistance Data, Survey of 62 Public Housing Authorities across declared region, and National Flood Insurance Program.

INFRASTRUCTURE IMPACT

Infrastructure systems affected by Hurricanes Hermine and Matthew included mainly roadways, bridges and protective coastal dunes with little reported damage to wastewater treatment systems or drinking water. The immediate recovery efforts were well- documented by the individual recovery support functions and by the initial project worksheets submitted for Public Assistance.[22,23]

PUBLIC ASSISTANCE

The FEMA Public Assistance (PA) Program is designed to provide immediate assistance to impacted jurisdictions for emergency protective measures and permanent repairs to infrastructure and community facilities. The Federal share of assistance is generally not less than 75 percent of the eligible project cost. If the PA applicant is a local government, then the State of Florida typically pays for one-half of the required match. In these cases, the local government pays 12.5 percent of the eligible costs; and, the State pays 12.5 percent. If, however, the applicant is not a local government (e.g. the applicant is an eligible private non-profit organization), then the applicant pays the entire required match. In other words, the applicant pays the entire 25 percent.

The Public Assistance Program for FEMA 4280 and 4283 has identified $322,888,506 in public assistance spending on Categories A and B, emergency protective measures, and debris management. County specific project totals can be found in Table 24 (Hermine) and Table 25 (Matthew). Additionally, $502,996,448 in infrastructure needs for Categories C-G (permanent repair) exist across the state-assessed counties. The 75 percent federal share of $377,247,336 in funding will be provided to approved projects. These categories include:

Category C: Roads and Bridges
Category D: Water Control Facilities
Category E: Buildings and Equipment
Category F: Utilities
Category G: Parks, Recreational Facilities, and Other Facilities

County specific project totals can be found in Table 24 (Hermine) and Table 25 (Matthew). Based on this data, a remaining unmet need of $125,749,112 (applicant share) in identified infrastructure damage eligible under FEMA-PA Categories C-G remains.

[22] http://www.floridadisaster.org/eoc/matthew2016/
[23] https://www.fema.gov/media-library-data/1477681864977-4968ad6e3d2fab698e94c45322ea7c3/PDAReportFEMA4280DRFL.pdf

TABLE 24: PUBLIC ASSISTANCE CATEGORY A AND B TOTALS BY COUNTY, HURRICANE HERMINE[24]

COUNTY	CATEGORY A (DEBRIS REMOVAL)		CATEGORY B (EMERGENCY PROTECTIVE MEASURES)		TOTAL DEBRIS REMOVAL AND EMERGENCY MEASURES	
	NUMBER OF PROJECTS	PROJECT TOTAL AMOUNTS	NUMBER OF PROJECTS	PROJECT TOTAL AMOUNTS	NUMBER OF PROJECTS	PROJECT TOTAL AMOUNTS
Alachua	3	$145,515	4	$203,000	7	$348,515
Baker			1	$40,000	1	$40,000
Citrus	6	$899,000	3	$172,000	9	$1,071,000
Columbia	1	$175,000	1	$60,000	2	$235,000
Dixie	4	$2,501,381	3	$165,000	7	$2,666,381
Franklin	2	$136,000	5	$102,393	7	$238,393
Gadsden			3	$11,100	3	$11,100
Hernando	3	$136,000	2	$60,000	5	$196,000
Jefferson	8	$218,631	4	$59,697	12	$278,328
Lafayette	2	$9,000	1	$10,000	3	$19,000
Leon	6	$12,031,988	9	$3,278,322	15	$15,310,310
Levy	8	$739,806	9	$144,600	17	$884,406
Liberty			2	$11,250	2	$11,250
Madison	4	$291,708	3	$62,237	7	$353,945
Manatee	1	$10,000	4	$990,000	5	$1,000,000
Marion	2	$65,000	1	$51,389	3	$116,389
Pasco	4	$765,000	5	$970,000	9	$1,735,000
Pinellas	11	$470,000	23	$4,538,318	34	$5,008,318
Sarasota	3	$65,000	3	$258,115	6	$323,115
Suwannee	3	$91,000	3	$93,000	6	$184,000
Taylor	3	$1,007,278	4	$90,402	7	$1,097,680
Union			1	$30,000	1	$30,000
Wakulla	4	$217,152	4	$20,402	8	$237,555
Statewide	21	$9,886,867	27	$3,669,419	48	$13,556,285
TOTAL	99	$29,861,326	125	$15,090,644	224	$44,951,970

[24] Data as of 3/27/2017 from FDEM reflecting FEMA and State PACs working with each county's applicants to determine the entire scope of all damages that will be captured on project worksheets

TABLE 25: PUBLIC ASSISTANCE CATEGORY A AND B TOTALS BY COUNTY, HURRICANE MATTHEW[25]

COUNTY	CATEGORY A (DEBRIS REMOVAL)		CATEGORY B (EMERGENCY PROTECTIVE MEASURES)		TOTAL DEBRIS REMOVAL AND EMERGENCY MEASURES	
	NUMBER OF PROJECTS	PROJECT TOTAL AMOUNTS	NUMBER OF PROJECTS	PROJECT TOTAL AMOUNTS	NUMBER OF PROJECTS	PROJECT TOTAL AMOUNTS
Bradford	2	$11,004	3	$72,471	5	$83,475
Brevard	16	$15,079,913	29	$7,496,339	45	$22,576,252
Broward	7	$83,277	41	$8,835,848	48	$8,919,125
Clay	6	$1,326,600	5	$900,175	11	$2,226,775
Duval	14	$25,607,443	18	$10,866,120	32	$36,473,563
Flagler	10	$13,167,534	13	$11,928,286	23	$25,095,820
Indian River	8	$2,141,941	10	$1,600,689	18	$3,742,630
Lake	6	$221,262	11	$318,856	17	$540,118
Martin	6	$4,239,977	9	$2,297,760	15	$6,537,737
Nassau	3	$385,064	3	$914,000	6	$1,299,064
Orange	6	$1,254,859	11	$961,500	17	$2,216,359
Osceola	1	$6,452	10	$1,174,775	11	$1,181,227
Palm Beach	14	$1,715,404	29	$6,636,433	43	$8,351,837
Putnam	5	$2,235,000	7	$1,241,000	12	$3,476,000
Seminole	9	$1,261,671	11	$2,284,958	20	$3,546,629
St. Johns	10	$25,543,626	16	$12,206,082	26	$37,749,708
St. Lucie	6	$2,235,954	8	$2,303,200	14	$4,539,154
Sumter	1	$210,000	1	$60,000	2	$270,000
Volusia	37	$51,734,227	28	$7,900,987	65	$59,635,213
Statewide	24	$14,763,927	27	$34,711,923	51	$49,475,850
TOTAL	191	$163,225,134	290	$114,711,402	481	$277,936,536

[25] Data as of 3/27/2017 from FDEM reflecting FEMA and State PACs working with each county's applicants to determine the entire scope of all damages that will be captured on project worksheets

TABLE 26: PUBLIC ASSISTANCE CATEGORY C-G TOTALS BY COUNTY, HURRICANE HERMINE[26]

COUNTY	CATEGORIES C-G		
	COST OF PROJECTS	FEDERAL SHARE	APPLICANT SHARE
Alachua	$13,224	$9,918	$3,306
Citrus	$339,791	$254,843	$84,948
Dixie	$4,406,000	$3,304,500	$1,101,500
Franklin	$4,540,844	$3,405,633	$1,135,211
Gadsden	$20,000	$15,000	$5,000
Hernando	$411,700	$308,775	$102,925
Lafayette	$40,000	$30,000	$10,000
Leon	$3,530,197	$2,647,647	$882,549
Levy	$1,199,574	$899,681	$299,894
Madison	$28,072	$21,054	$7,018
Manatee	$11,251,000	$8,438,250	$2,812,750
Marion	$187,000	$140,250	$46,750
Pasco	$1,632,600	$1,224,450	$408,150
Pinellas	$28,286,692	$21,215,019	$7,071,673
Sarasota	$10,915,000	$8,186,250	$2,728,750
Statewide	$28,267,596	$21,200,697	$7,066,899
Suwannee	$872,828	$654,621	$218,207
Taylor	$2,203,242	$1,652,431	$550,810
Wakulla	$198,000	$148,500	$49,500
TOTAL	$98,343,359	$73,757,519	$24,585,840

[26] Data as of 3/27/2017 from FDEM reflecting FEMA and State PACs working with each county's applicants to determine the entire scope of all damages that will be captured on project worksheets

TABLE 27: PUBLIC ASSISTANCE CATEGORY C-G TOTALS BY COUNTY, HURRICANE MATTHEW[27]

COUNTY	CATEGORIES C-G		
	COST OF PROJECTS	FEDERAL SHARE	APPLICANT SHARE
Bradford	$117,851	$88,388	$29,463
Brevard	$37,961,662	$28,471,247	$9,490,416
Broward	$2,898,815	$2,174,111	$724,704
Clay	$4,730,055	$3,547,541	$1,182,514
Duval	$60,563,088	$45,422,316	$15,140,772
Flagler	$11,609,860	$8,707,395	$2,902,465
Indian River	$18,825,421	$14,119,066	$4,706,355
Lake	$82,137	$61,603	$20,534
Martin	$8,952,674	$6,714,506	$2,238,169
Nassau	$39,261,129	$29,445,847	$9,815,282
Orange	$335,307	$251,480	$83,827
Osceola	$144,244	$108,183	$36,061
Palm Beach	$468,731	$351,548	$117,183
Putnam	$8,129,000	$6,096,750	$2,032,250
Seminole	$738,522	$553,892	$184,631
St. Johns	$134,293,772	$100,720,329	$33,573,443
St. Lucie	$7,392,207	$5,544,155	$1,848,052
Statewide	$28,033,649	$21,025,237	$7,008,412
Sumter	$1,700,000	$1,275,000	$425,000
Volusia	$38,414,965	$28,811,224	$9,603,741
TOTAL	$404,653,089	$303,489,817	$101,163,272

[27] Data as of 3/27/2017 from FDEM reflecting FEMA and State PACs working with each county's applicants to determine the entire scope of all damages that will be captured on project worksheets

HMGP AND RESILIENCE

The Hazard Mitigation Grant Program (HMGP) will be a critical part of long-term resilience improvements for infrastructure in the impacted area. HMGP is generally calculated at 15 percent of the total amount of IA and PA allocated to a disaster event. However, for states, such as Florida, that complete FEMA requirements for enhanced mitigation planning, the amount of HMGP funds available increases from 15 percent of the Federal share of disaster assistance for that event to 20 percent of the Federal share of disaster assistance for that event. Twenty percent of the total PA funds provided by FEMA ($700,135,842) plus the FEMA Individual Assistance Program funds made available ($23,330,989) is the expected amount of HMGP funds to be made available for mitigation and resilience activities statewide. For these disasters, the estimated Federal share of HMGP is $144,693,366. Then, calculating that HMGP assistance to any jurisdiction is capped at 75 percent of the identified need (the remaining 25 percent being a required local match), it can be assumed that jurisdictions will be required to provide $36,173,342 in local match, representing an unmet need for resilience improvements. The HMGP process is in its initial stages at this time, and will be rolled out over the coming months.

ECONOMIC IMPACT

BUSINESS & EMPLOYMENT

Utilizing SBA business data to understand the financial impact to livelihoods provides a more comprehensive understanding of impacts and recovery across the state. SBA makes low cost disaster loans available to qualified businesses. According to SBA business loan information, approximately 536 applicants had a verified property loss of $20,521,037, and another 104 applicants either withdrew or were declined for a loan from the program. The average verified loss for all applicants was $38,286 and the median loss was $33,158. Utilizing the general methodology put forth for the housing impact and unmet needs enables us to identify the true impact and possible extra estimated impacts for businesses who did not qualify for loans.

Table 28 outlines the impacts, estimated impacts and support provided by the SBA. Here we capture the total loss of $25,680,077 by summing the verified losses of $20.5 million, the estimated losses of $3.5 million (104 applicants either declined or withdrawn from the program times the median verified loss of $33,158) and the amount of verified reconstruction loss of $1.7 million. Next we use the same method to sum the verified and estimated losses to furniture, machinery, inventory, and business operating expenses ($12,574,125).

According to this method, total business impacts from Hermine and Matthew were $38,254,202. Accounting for 20 percent in extra costs associated with resilience measures such as more stringent building codes, cost of compliance measures, elevations, or freeboard requirements increases the total cost of repairs to $43,390,217. SBA payouts to businesses totaled $13,876,600 for these lines of loss, leaving a potential unmet need of $24,377,602 or $29,513,617 when accounting for resilience additions.

IMPACT TO AGRIBUSINESS

Hurricanes Hermine and Matthew caused moderate damages to a variety of crops across the state, from tomatoes and pepper crops in the southwestern counties to corn, peanuts, and tobacco in the north central counties to a mixture of cotton, peanuts, and soybeans along the northern panhandle counties (Figure 24). The US Census Bureau indicates that extractive industry (farming, fishing, logging, and mining) makes up more than 10 percent of occupations in some census tracts within the Hermine and Matthew impacted counties (Figure 25). Florida farmers and rangers export more than $3.3 billion per year in agricultural commodities, most going to Canada[28].

The U.S. Department of Agriculture (USDA) designated Flagler, Putnam, St. Johns and Volusia Counties in Florida as primary natural disaster areas due to damage and losses caused by Hurricane Matthew that occurred from October 6, 2016, through October 8, 2016. Additional impacts reported by the University of Florida's Institute of Food and Agricultural Sciences (UF/IFAS) Extension (October 14, 2016) identified crop damage to 17 farms in St. Johns County. As of the date of the report, four farms had reported $1.4 million in damage, seven were assessing their dollar amounts and six more had not yet been successfully contacted. The status of insurance coverage for these reported impacts is currently unknown[29].

[28] http://www.freshfromflorida.com/Divisions-Offices/Marketing-and-Development/Education/For-Researchers/Florida-Agriculture-Overview-and-Statistics

[29] Information provided by St. Johns County public comment

Through the use of the most up-to-date USDA data, losses have been estimated for Florida's impacted counties (Table 30). The data covers insured crops for which indemnity was received as a result of cyclone, hurricane, flood, precipitation, excess moisture, tornado, wind or inability to plant from September 2016 through November 2016. By coupling the indemnity data and coverage level data from the USDA a total loss estimate, and corresponding unmet need has been estimated.

From October 2015 to December 2016, approximately $4,619,243 of indemnity was paid out to farmers who suffered losses due from Hurricanes Hermine and Matthew impacts (Table 29). The estimated total loss (Table 30), derived by calculating the estimated additional losses based on coverage level (percent of crops not covered) by the indemnity payments from USDA data, (for September through December) was approximately $6,283,473. This brings the estimated unmet need to $1,670,230 (Estimated Total Loss – Indemnity Paid) for the three-month period directly following the hurricanes[30].

TABLE 28: SBA DERIVED IMPACTS AND UNMET NEEDS FOR BUSINESSES

SMALL BUSINESS ADMINISTRATION VERIFIED BUSINESS PROPERTY LOSS OF ALL SBA APPLICANTS		
SBA applicants with a real estate verified loss	$	20,521,037
SBA applicants without a real estate verified loss (estimate)	$	3,448,380
SBA verified reconstruction loss	$	1,710,660
Total real estate losses for businesses referred to SBA (estimate)	$	25,680,077
SMALL BUSINESS ADMINISTRATION VERIFIED BUSINESS OPERATING LOSS OF ALL SBA APPLICANTS		
Verified furniture loss	$	1,500,657
Furniture loss (estimate)	$	512,200
Verified machinery loss	$	2,918,010
Machinery loss (estimate)	$	459,160
Verified inventory loss	$	810,198
Inventory loss (estimate)	$	457,600
Verified EIDL loss	$	4,013,100
EIDL loss (estimate)	$	1,903,200
Sumof operational losses	$	12,574,125
Total verified loss for all businesses (estimate)	$	38,254,202
Accounting for 20% resilience addition	$	43,390,217.40
DUPLICATION OF BENEFITS		
SBA repair payments	$	781,500
SBA reconstruction payments	$	7,074,900
SBA furniture payments	$	650,200
SBA machinery payments	$	1,118,300
SBA inventory payments	$	238,600
SBA EIDL payments	$	4,013,100
Total benefit	$	13,876,600
Total unmet business repair/replace payments	$	17,823,677
Total unmet business operation payments	$	6,553,925
Total unmet business needs	$	24,377,602
Accounting for 20% resilience addition	$	29,513,617

[30] Indemnity Data: http://www.rma.usda.gov/data/cause.html, USDA. Coverage Level Data: http://prodwebnlb.rma.usda.gov/apps/SummaryofBusiness/ReportGenerator, USDA.

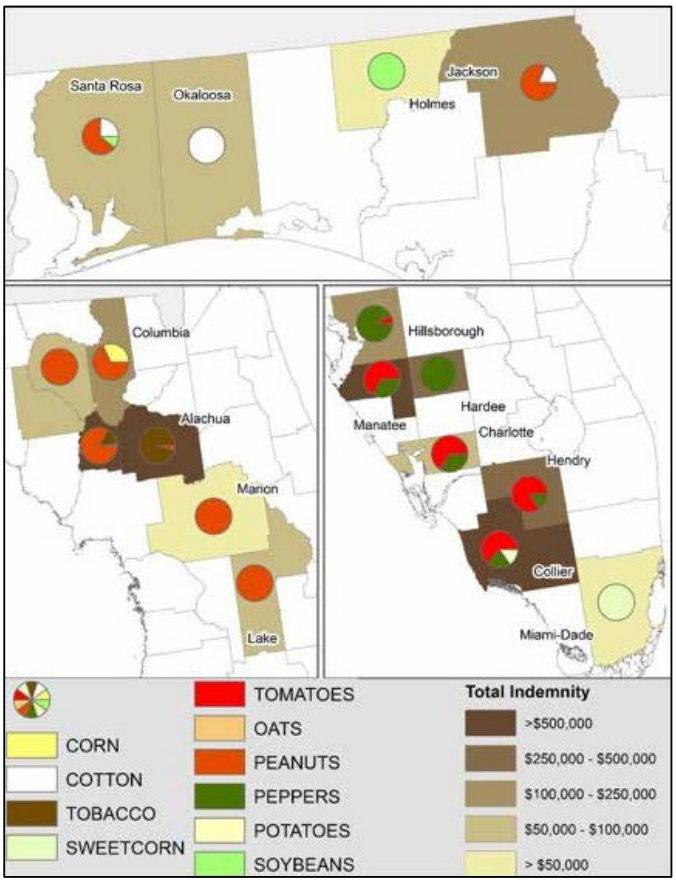


Figure 24: Crop Loss Based on USDA Indemnity

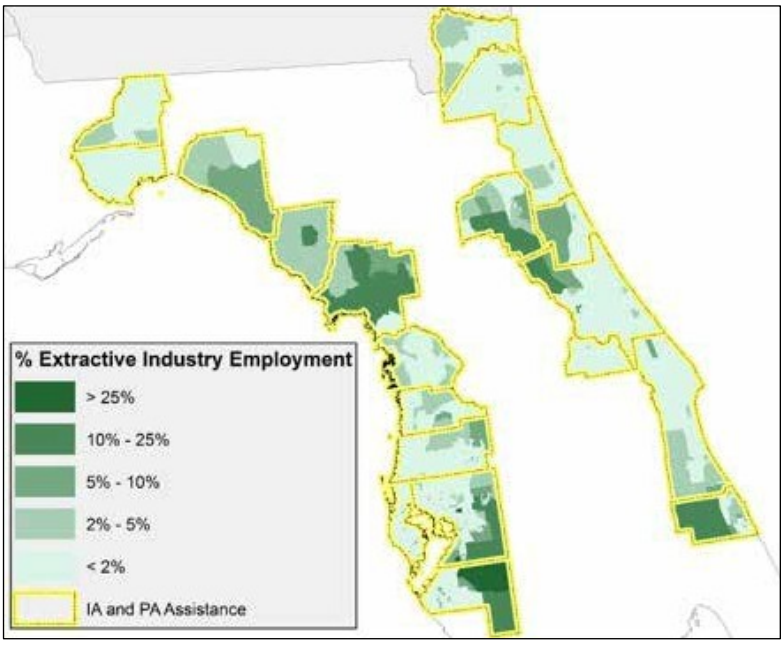


Figure 25: Primary Sector Employment for Impacted Counties

TABLE 29: USDA INDEMNITY PAYMENTS FOR HERMINE AND MATTHEW DAMAGE IN FLORIDA (SEPTEMBER – NOVEMBER 2016)

CROP	NUMBER OF CLAIMS	ACRES AFFECTED	INDEMNITY
All other crops	2	211	$141,321
Corn	2	251	$51,888
Cotton	3	630	$108,979
Flue cured tobacco	3	286	$726,406
Fresh market sweet corn	1	227	$30,687
Fresh market tomatoes	7	483	$1,438,367
Oats	1	61	$2,420
Peanuts	13	3,587	$1,009,655
Peppers	7	297	$1,022,530
Potatoes	2	127	$80,362
Soybeans	2	155	$6,629
TOTAL	43	6,314	$4,619,243

TABLE 30: ESTIMATED CROP LOSSES BASED ON INSURANCE LEVEL COVERAGE

USDA DATA FOR MATTHEW IMPACTED COUNTIES (OCTOBER-NOVEMBER, 2016)	
Actual Indemnity	$4,619,243
Estimated Additional Loss	$1,670,230
Estimated Total Need	$6,289,473
Insurance Paid	$4,619,243
Estimated Unmet Need	$1,670,230

The estimates referenced in this section do not include uninsured crops, losses on timber, or uncovered damage to machinery, facilities and equipment. The cyclical nature of the agriculture business may result in additional losses continuing far past November 2016 as a result of the Hurricanes Hermine and Matthew, and may be captured in an updated Unmet Needs Assessment at a later date. Some of these losses are directly accounted for in the business losses discussed above in the Business and Employment section.

UNMET NEEDS ASSESSMENT: APPENDICES

APPENDIX 1: 2016 HUD INCOME LIMITS FOR IA DECLARED COUNTIES[31]								
IA DECLARED COUNTIES	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
BREVARD								
30% Limits	$12,000	$13,750	$15,450	$17,150	$18,550	$19,900	$21,300	$22,650
50% Limits	$20,000	$22,900	$25,750	$28,600	$30,900	$33,200	$35,450	$37,750
80% Limits	$32,050	$36,600	$41,200	$45,750	$49,400	$53,100	$56,750	$60,400
CITRUS								
30% Limits	$12,000	$13,750	$15,450	$17,150	$18,550	$19,900	$21,300	$22,650
50% Limits	$20,000	$22,900	$25,750	$28,600	$30,900	$33,200	$35,450	$37,750
80% Limits	$32,050	$36,600	$41,200	$45,750	$49,400	$53,100	$56,750	$60,400
DIXIE								
30% Limits	$11,880	$16,020	$20,160	$22,700	$24,550	$26,350	$28,150	$30,000
50% Limits	$15,900	$18,200	$20,450	$22,700	$24,550	$26,350	$28,150	$30,000
80% Limits	$25,450	$29,050	$32,700	$36,300	$39,250	$42,150	$45,050	$47,950
DUVAL								
30% Limits	$12,000	$13,750	$15,450	$17,150	$18,550	$19,900	$21,300	$22,650
50% Limits	$20,000	$22,900	$25,750	$28,600	$30,900	$33,200	$35,450	$37,750
80% Limits	$32,050	$36,600	$41,200	$45,750	$49,400	$53,100	$56,750	$60,400
FLAGLER								
30% Limits	$12,000	$13,750	$15,450	$17,150	$18,550	$19,900	$21,300	$22,650
50% Limits	$20,000	$22,900	$25,750	$28,600	$30,900	$33,200	$35,450	$37,750
80% Limits	$32,050	$36,600	$41,200	$45,750	$49,400	$53,100	$56,750	$60,400
HERNANDO								
30% Limits	$12,000	$13,750	$15,450	$17,150	$18,550	$19,900	$21,300	$22,650
50% Limits	$20,000	$22,900	$25,750	$28,600	$30,900	$33,200	$35,450	$37,750
80% Limits	$32,050	$36,600	$41,200	$45,750	$49,400	$53,100	$56,750	$60,400
HILLSBOROUGH								
30% Limits	$12,450	$16,020	$20,160	$24,300	$28,440	$32,580	$36,730	$39,100
50% Limits	$20,750	$23,700	$26,650	$29,600	$32,000	$34,350	$36,750	$39,100
80% Limits	$33,150	$37,900	$42,650	$47,350	$51,150	$54,950	$58,750	$62,550
INDIAN RIVER								
30% Limits	$12,000	$13,750	$15,450	$17,150	$18,550	$19,900	$21,300	$22,650
50% Limits	$20,000	$22,900	$25,750	$28,600	$30,900	$33,200	$35,450	$37,750
80% Limits	$32,050	$36,600	$41,200	$45,750	$49,400	$53,100	$56,750	$60,400

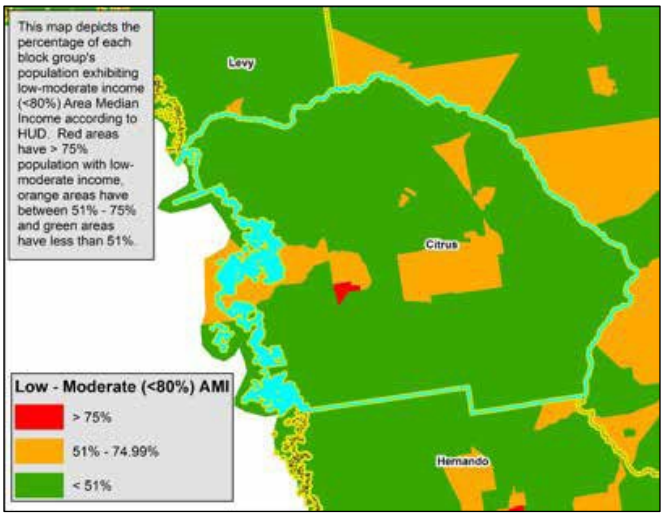
[31] http://www.floir.com/Office/HurricaneSeason/HurricaneHermineClaimsData.aspx

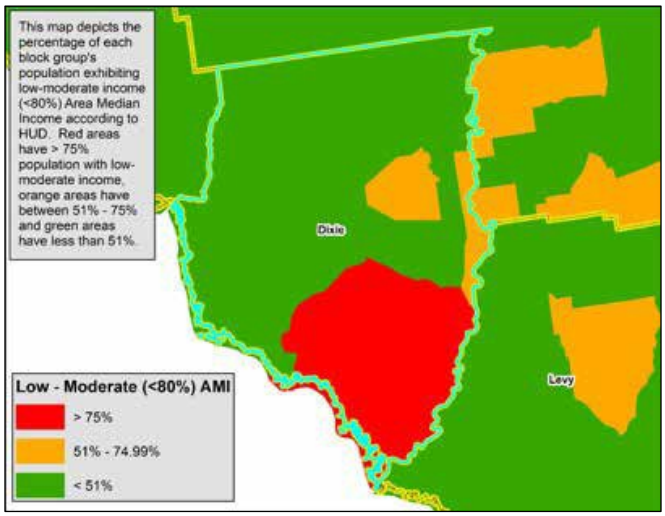
APPENDIX 1: 2016 HUD INCOME LIMITS FOR IA DECLARED COUNTIES, CONTINUED

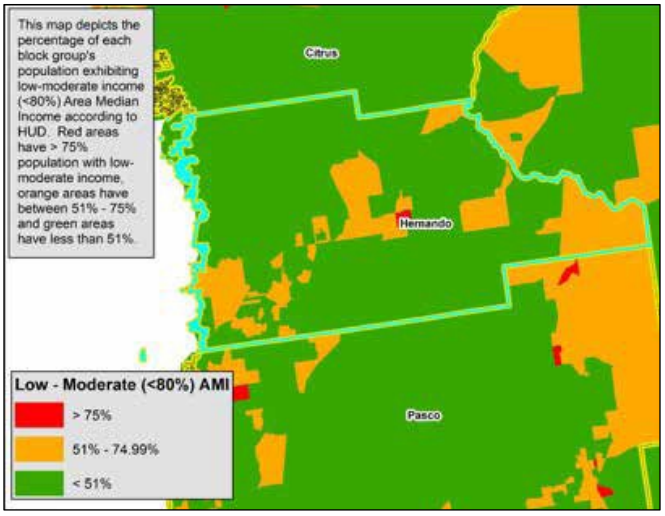
IA DECLARED COUNTIES	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
LEON								
30% Limits	$13,700	$16,020	$20,160	$24,300	$28,440	$32,580	$36,730	$40,890
50% Limits	$22,800	$26,050	$29,300	$32,550	$35,200	$37,800	$40,400	$43,000
80% Limits	$36,500	$41,700	$46,900	$52,100	$56,300	$60,450	$64,650	$68,800
LEVY								
30% Limits	$11,880	$16,020	$20,160	$22,700	$24,550	$26,350	$28,150	$30,000
50% Limits	$15,900	$18,200	$20,450	$22,700	$24,550	$26,350	$28,150	$30,000
80% Limits	$25,450	$29,050	$32,700	$36,300	$39,250	$42,150	$45,050	$47,950
MANATEE								
30% Limits	$12,000	$13,750	$15,450	$17,150	$18,550	$19,900	$21,300	$22,650
50% Limits	$20,000	$22,900	$25,750	$28,600	$30,900	$33,200	$35,450	$37,750
80% Limits	$32,050	$36,600	$41,200	$45,750	$49,400	$53,100	$56,750	$60,400
NASSAU								
30% Limits	$12,000	$13,750	$15,450	$17,150	$18,550	$19,900	$21,300	$22,650
50% Limits	$20,000	$22,900	$25,750	$28,600	$30,900	$33,200	$35,450	$37,750
80% Limits	$32,050	$36,600	$41,200	$45,750	$49,400	$53,100	$56,750	$60,400
PASCO								
30% Limits	$12,000	$13,750	$15,450	$17,150	$18,550	$19,900	$21,300	$22,650
50% Limits	$20,000	$22,900	$25,750	$28,600	$30,900	$33,200	$35,450	$37,750
80% Limits	$32,050	$36,600	$41,200	$45,750	$49,400	$53,100	$56,750	$60,400
PINELLAS								
30% Limits	$12,450	$16,020	$20,160	$24,300	$28,440	$32,580	$36,730	$39,100
50% Limits	$20,750	$23,700	$26,650	$29,600	$32,000	$34,350	$36,750	$39,100
80% Limits	$33,150	$37,900	$42,650	$47,350	$51,150	$54,950	$58,750	$62,550
PUTNAM								
30% Limits	$11,880	$16,020	$20,160	$22,700	$24,550	$26,350	$28,150	$30,000
50% Limits	$15,900	$18,200	$20,450	$22,700	$24,550	$26,350	$28,150	$30,000
80% Limits	$25,450	$29,050	$32,700	$36,300	$39,250	$42,150	$45,050	$47,950
SEMINOLE								
30% Limits	$12,000	$13,750	$15,450	$17,150	$18,550	$19,900	$21,300	$22,650
50% Limits	$20,000	$22,900	$25,750	$28,600	$30,900	$33,200	$35,450	$37,750
80% Limits	$32,050	$36,600	$41,200	$45,750	$49,400	$53,100	$56,750	$60,400
ST. JOHNS								
30% Limits	$12,000	$13,750	$15,450	$17,150	$18,550	$19,900	$21,300	$22,650
50% Limits	$20,000	$22,900	$25,750	$28,600	$30,900	$33,200	$35,450	$37,750
80% Limits	$32,050	$36,600	$41,200	$45,750	$49,400	$53,100	$56,750	$60,400

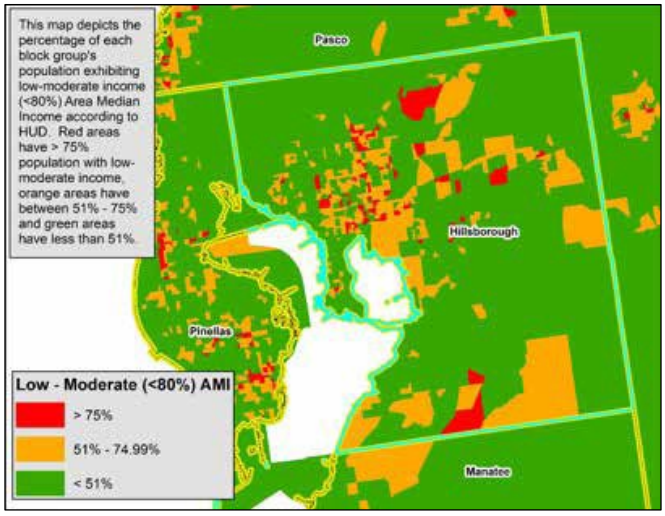
APPENDIX I: 2016 HUD INCOME LIMITS FOR IA DECLARED COUNTIES, CONTINUED								
IA DECLARED COUNTIES	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
TAYLOR								
30% Limits	$11,880	$16,020	$20,160	$22,700	$24,550	$26,350	$28,150	$30,000
50% Limits	$15,900	$18,200	$20,450	$22,700	$24,550	$26,350	$28,150	$30,000
80% Limits	$25,450	$29,050	$32,700	$36,300	$39,250	$42,150	$45,050	$47,950
VOLUSIA								
30% Limits	$12,000	$13,750	$15,450	$17,150	$18,550	$19,900	$21,300	$22,650
50% Limits	$20,000	$22,900	$25,750	$28,600	$30,900	$33,200	$35,450	$37,750
80% Limits	$32,050	$36,600	$41,200	$45,750	$49,400	$53,100	$56,750	$60,400
WAKULLA								
30% Limits	$13,100	$13,100	$20,160	$24,300	$28,440	$32,580	$36,730	$40,890
50% Limits	$21,750	$21,750	$27,950	$31,050	$33,550	$36,050	$38,550	$41,000
80% Limits	$34,800	$34,800	$44,750	$49,700	$53,700	$57,700	$61,650	$65,650

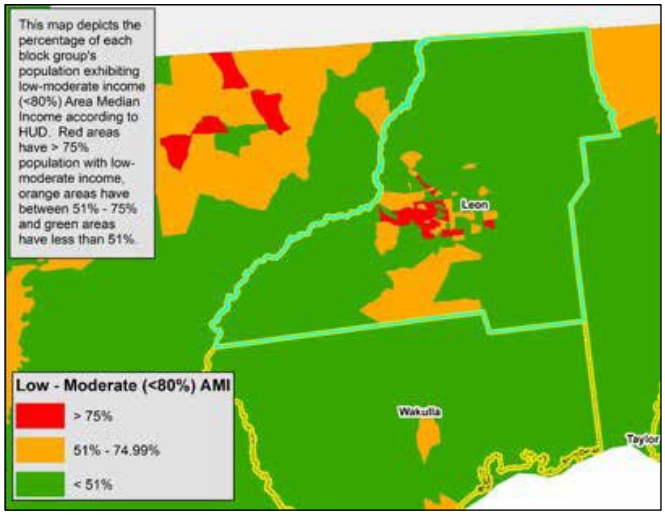
APPENDIX 2: 2016 POPULATIONS BY LMI FOR IA DECLARED COUNTIES

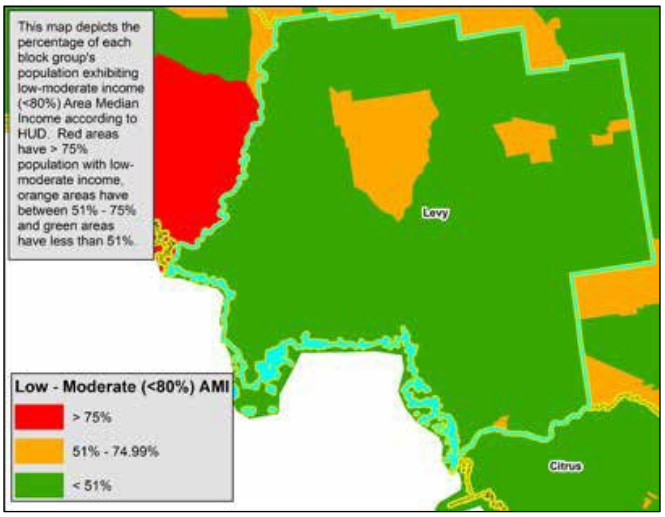


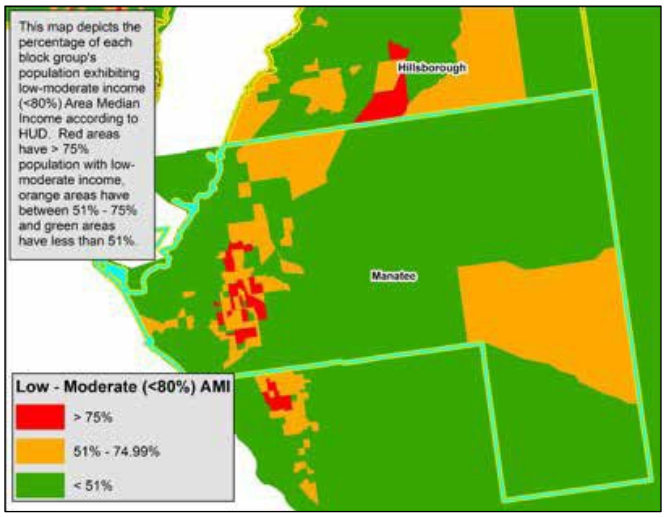


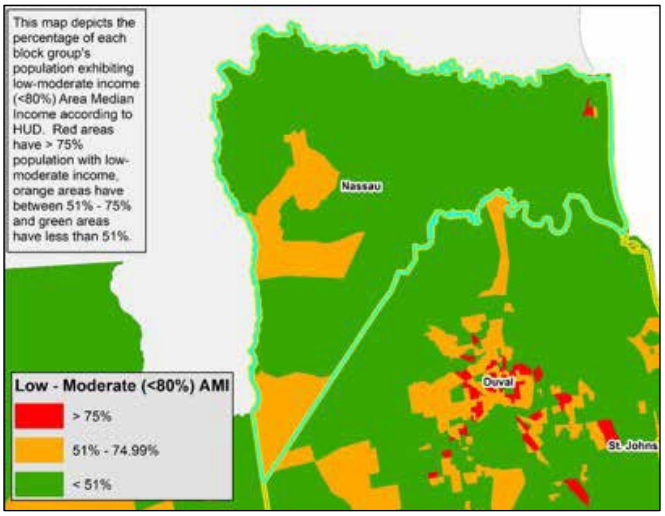


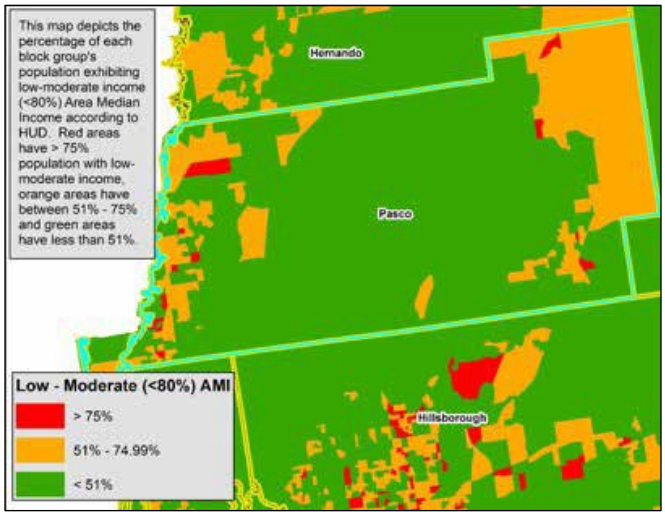


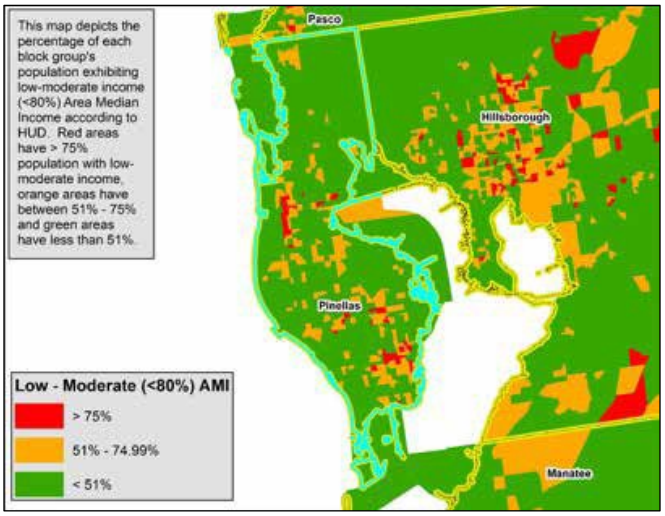


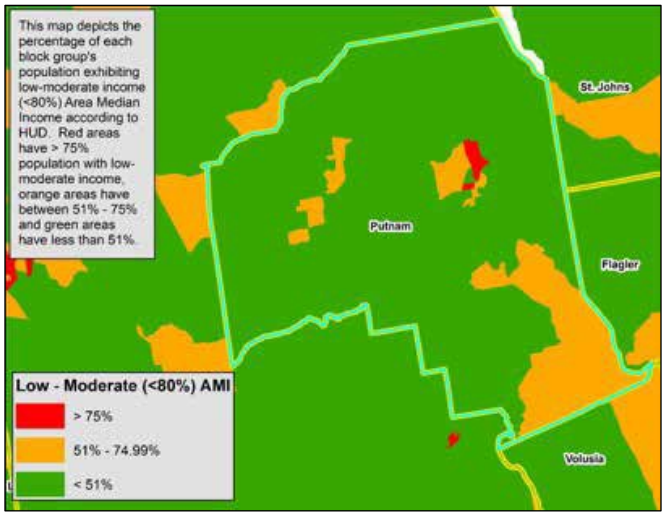

This map depicts the percentage of each block group's population exhibiting low-moderate income (<80%) Area Median Income according to HUD. Red areas have > 75% population with low-moderate income, orange areas have between 51% - 75% and green areas have less than 51%.
Levy
Citrus
Low - Moderate (<80%) AMI
> 75%
51% - 74.99%
< 51%

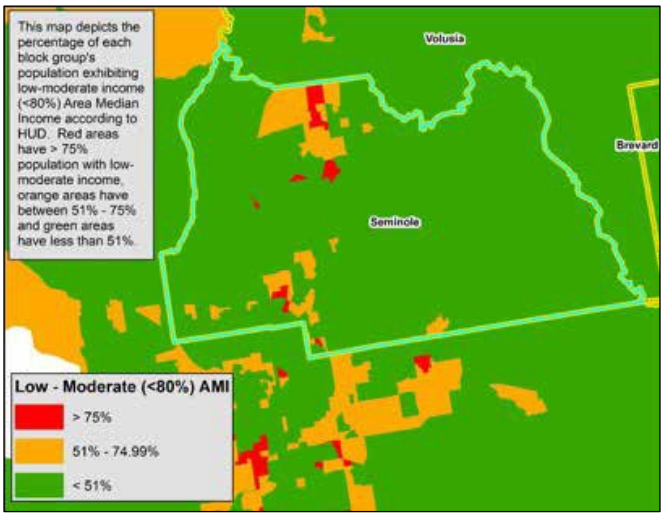

This map depicts the percentage of each block group's population exhibiting low-moderate income (<80%) Area Median Income according to HUD. Red areas have > 75% population with low-moderate income, orange areas have between 51% - 75% and green areas have less than 51%.
Hillsborough
Manatee
Low - Moderate (<80%) AMI
> 75%
51% - 74.99%
< 51%

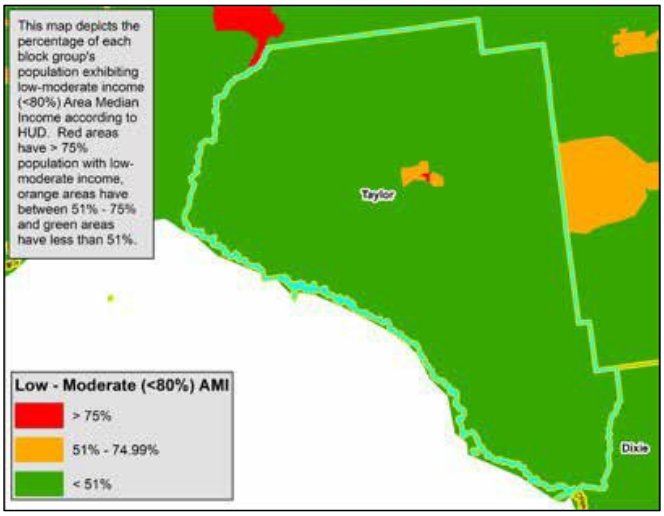

This map depicts the percentage of each block group's population exhibiting low-moderate income (<80%) Area Median Income according to HUD. Red areas have > 75% population with low-moderate income, orange areas have between 51% - 75% and green areas have less than 51%.
Nassau
Duval
St. Johns
Low - Moderate (<80%) AMI
> 75%
51% - 74.99%
< 51%

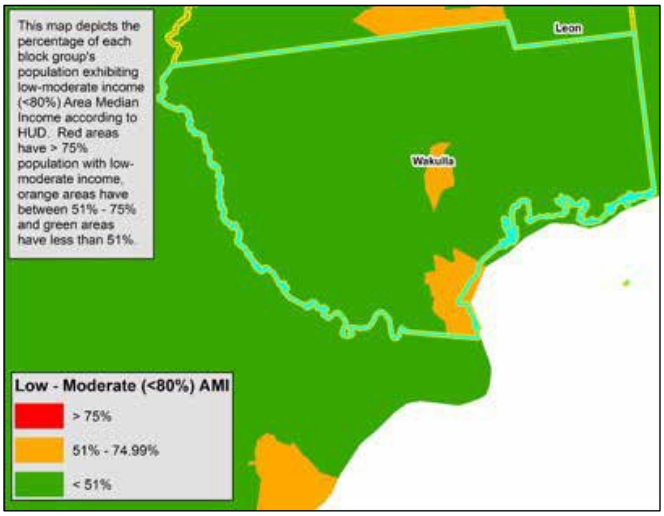

This map depicts the percentage of each block group's population exhibiting low-moderate income (<80%) Area Median Income according to HUD. Red areas have > 75% population with low-moderate income, orange areas have between 51% - 75% and green areas have less than 51%.
Hernando
Pasco
Hillsborough
Low - Moderate (<80%) AMI
> 75%
51% - 74.99%
< 51%


This map depicts the percentage of each block group's population exhibiting low-moderate income (<80%) Area Median Income according to HUD. Red areas have > 75% population with low-moderate income, orange areas have between 51% - 75% and green areas have less than 51%.
Pasco
Hillsborough
Pinellas
Manatee
Low - Moderate (<80%) AMI
> 75%
51% - 74.99%
< 51%


This map depicts the percentage of each block group's population exhibiting low-moderate income (<80%) Area Median Income according to HUD. Red areas have > 75% population with low-moderate income, orange areas have between 51% - 75% and green areas have less than 51%.
St. Johns
Putnam
Flagler
Volusia
Low - Moderate (<80%) AMI
> 75%
51% - 74.99%
< 51%


This map depicts the percentage of each block group's population exhibiting low-moderate income (<80%) Area Median Income according to HUD. Red areas have > 75% population with low-moderate income, orange areas have between 51% - 75% and green areas have less than 51%.
Volusia
Brevard
Seminole
Low - Moderate (<80%) AMI
> 75%
51% - 74.99%
< 51%


This map depicts the percentage of each block group's population exhibiting low-moderate income (<80%) Area Median Income according to HUD. Red areas have > 75% population with low-moderate income, orange areas have between 51% - 75% and green areas have less than 51%.
Taylor
Dixie
Low - Moderate (<80%) AMI
> 75%
51% - 74.99%
< 51%


This map depicts the percentage of each block group's population exhibiting low-moderate income (<80%) Area Median Income according to HUD. Red areas have > 75% population with low-moderate income, orange areas have between 51% - 75% and green areas have less than 51%.
Leon
Wakulla
Low - Moderate (<80%) AMI
> 75%
51% - 74.99%
< 51%

APPENDIX 3: INSURANCE CLAIMS BY COUNTY FOR HURRICANE HERMINE[32]

INSURANCE CLAIMS BY COUNTY FOR HURRICANE HERMINE					
COUNTY	NUMBER OF CLAIMS	CLOSED CLAIMS (PAID)	CLOSED CLAIMS (NOT PAID)	NUMBER CLAIMS OPEN	PERCENT CLAIMS CLOSED
Alachua	516	285	208	23	95.5%
Baker	25	15	9	1	96.0%
Bay	58	34	20	4	93.1%
Bradford	19	11	8	0	100.0%
Brevard	147	65	64	18	87.8%
Broward	112	44	45	23	79.5%
Calhoun	3	1	1	1	66.7%
Charlotte	67	30	27	10	85.1%
Citrus	1,522	866	575	81	94.7%
Clay	194	112	75	7	96.4%
Collier	41	15	17	9	78.0%
Columbia	159	108	49	2	98.7%
De Soto	12	3	8	1	91.7%
Dixie	145	76	54	15	89.7%
Duval	993	437	461	95	90.4%
Escambia	31	17	10	4	87.1%
Flagler	36	11	22	3	91.7%
Franklin	124	45	68	11	91.1%
Gadsden	152	88	62	2	98.7%
Gilchrist	29	18	11	0	100.0%
Glades	0	0	0	0	N/A
Gulf	7	2	5	0	100.0%
Hamilton	82	50	31	1	98.8%
Hardee	13	8	5	0	100.0%
Hendry	1	0	0	1	0.0%
Hernando	513	265	223	25	95.1%
Highlands	24	12	11	1	95.8%
Hillsborough	1,486	675	706	105	92.9%
Holmes	2	0	1	1	50.0%
Indian River	20	6	11	3	85.0%
Jackson	18	11	6	1	94.4%
Jefferson	78	41	35	2	97.4%
Lafayette	32	26	6	0	100.0%
Lake	227	122	96	9	96.0%
Lee	106	37	46	23	78.3%
Leon	3,782	2,077	1,475	230	93.9%
Levy	391	193	172	26	93.4%
Liberty	4	3	1	0	100.0%
Madison	197	104	82	11	94.4%
Manatee	663	373	239	51	92.3%
Marion	313	160	144	9	97.1%
Martin	20	11	8	1	95.0%
Miami-Dade	138	52	56	30	78.3%
Monroe	5	2	3	0	100.0%

[32] http://www.floir.com/Office/HurricaneSeason/HurricaneHermineClaimsData.aspx

INSURANCE CLAIMS BY COUNTY FOR HURRICANE HERMINE, CONTINUED					
COUNTY	NUMBER OF CLAIMS	CLOSED CLAIMS (PAID)	CLOSED CLAIMS (NOT PAID)	NUMBER CLAIMS OPEN	PERCENT CLAIMS CLOSED
Nassau	73	43	27	3	95.9%
Okaloosa	28	11	11	6	78.6%
Okeechobee	11	3	6	2	81.8%
Orange	526	220	274	32	93.9%
Osceola	120	44	62	14	88.3%
Palm beach	102	37	46	19	81.4%
Pasco	1,484	621	773	90	93.9%
Pinellas	1,959	816	1,024	119	93.9%
Polk	353	177	157	19	94.6%
Putnam	48	24	18	6	87.5%
Santa Rosa	51	13	7	31	39.2%
Sarasota	364	158	160	46	87.4%
Seminole	150	56	79	15	90.0%
St. Johns	145	72	65	8	94.5%
St. Lucie	35	11	22	2	94.3%
Sumter	54	28	25	1	98.1%
Suwannee	197	142	50	5	97.5%
Taylor	440	244	174	22	95.0%
Union	14	10	4	0	100.0%
Volusia	124	52	66	6	95.2%
Wakulla	391	227	141	23	94.1%
Walton	8	2	5	1	87.5%
Washington	8	6	1	1	87.5%
County unknown	507	336	87	84	83.4%
STATEWIDE	19,699	9,864	8,440	1,395	92.9%

APPENDIX 4: INSURANCE CLAIMS BY COUNTY FOR HURRICANE MATTHEW[33]

INSURANCE CLAIMS BY COUNTY FOR HURRICANE MATTHEW					
COUNTY	NUMBER OF CLAIMS	CLOSED CLAIMS (PAID)	CLOSED CLAIMS (NOT PAID)	NUMBER CLAIMS OPEN	PERCENT CLAIMS CLOSED
Alachua	199	93	93	13	93.5%
Baker	49	31	15	3	93.9%
Bay	17	6	10	1	94.1%
Bradford	42	27	15	0	100.0%
Brevard	15,967	9,092	5,410	1,465	90.8%
Broward	1,046	348	531	167	84.0%
Calhoun	6	2	3	1	83.3%
Charlotte	36	17	18	1	97.2%
Citrus	41	22	18	1	97.6%
Clay	2,751	1,472	1,132	147	94.7%
Collier	41	18	17	6	85.4%
Columbia	44	23	19	2	95.5%
De Soto	8	2	3	3	62.5%
Dixie	5	3	2	0	100.0%
Duval	19,090	9,610	7,893	1,587	91.7%
Escambia	21	11	3	7	66.7%
Flagler	7,939	4,309	2,937	693	91.3%
Franklin	5	2	2	1	80.0%
Gadsden	6	4	1	1	83.3%
Gilchrist	4	2	2	0	100.0%
Glades	6	3	3	0	100.0%
Gulf	3	0	1	2	33.3%
Hamilton	7	6	0	1	85.7%
Hardee	7	3	4	0	100.0%
Hendry	6	2	3	1	83.3%
Hernando	34	11	22	1	97.1%
Highlands	51	24	25	2	96.1%
Hillsborough	256	95	125	36	85.9%
Holmes	1	0	0	1	0.0%
Indian River	2,180	1,051	878	251	88.5%
Jackson	11	6	1	4	63.6%
Jefferson	1	1	0	0	100.0%
Lafayette	0	0	0	0	N/A
Lake	864	406	401	57	93.4%
Lee	75	27	39	9	88.0%
Leon	88	20	35	33	62.5%
Levy	20	12	8	0	100.0%
Liberty	0	0	0	0	N/A
Madison	6	1	5	0	100.0%
Manatee	81	34	42	5	93.8%
Marion	364	174	165	25	93.1%
Martin	859	442	345	72	91.6%
Miami-Dade	794	249	363	182	77.1%
Monroe	23	12	9	2	91.3%

[33] http://www.floir.com/Office/HurricaneSeason/HurricaneHermineClaimsData.aspx

INSURANCE CLAIMS BY COUNTY FOR HURRICANE MATTHEW, CONTINUED					
COUNTY	NUMBER OF CLAIMS	CLOSED CLAIMS (PAID)	CLOSED CLAIMS (NOT PAID)	NUMBER CLAIMS OPEN	PERCENT CLAIMS CLOSED
Nassau	1,881	1,007	681	193	89.7%
Okaloosa	15	8	3	4	73.3%
Okeechobee	51	34	14	3	94.1%
Orange	6.012	2.849	2.598	565	90.6%
Osceola	883	398	378	107	87.9%
Palm Beach	1,675	635	834	206	87.7%
Pasco	113	33	74	6	94.7%
Pinellas	127	46	72	9	92.9%
Polk	414	163	215	36	91.3%
Putnam	1,105	594	444	67	93.9%
Santa Rosa	624	275	323	26	95.8%
Sarasota	393	206	169	18	95.4%
Seminole	3,705	1,717	1,736	252	93.2%
St Johns	10,802	5,421	4,285	1,096	89.9%
St Lucie	2,488	1,118	1,100	270	89.1%
Sumter	63	26	37	0	100.0%
Suwannee	14	1	12	1	92.9%
Taylor	6	4	1	1	83.3%
Union	6	4	2	0	100.0%
Volusia	34,403	20,919	10,169	3,315	90.4%
Wakulla	14	6	8	0	100.0%
Walton	8	4	2	2	75.0%
Washington	3	1	2	0	100.0%
County unknown	1,486	675	431	380	74.4%
STATEWIDE	119,345	63,817	44,188	11,340	90.5%

APPENDIX 5: SBA LOANS BY NAICS CODE[34]

FLORIDA COUNTIES AFFECTED BY HURRICANES HERMINE OR MATTHEW			
NAICS CODE	NAICS CATEGORY	TOTAL LOAN AMOUNT APPROVED	TOTAL DISTRIBUTED
112519	Other Animal Aquaculture	$198,400	$49,600
114112	Shellfish Fishing	$2,800	$2,800
115112	Soil Preparation, Planting, and Cultivating	$500	$500
236118	Residential Remodelers	$9,700	$9,700
238390	Other Building Finishing Contractors	$18,000	$18,000
336611	Ship Building and Repairing	$7,400	$7,400
424470	Meat and Meat Product Merchant Wholesalers	$21,600	$21,600
424910	Farm Supplies Merchant Wholesalers	$11,000	$11,000
424930	Flower, Nursery Stock, and Florists' Supplies Merchant Wholesalers	$58,500	$58,500
441228	Boat Dealers	$43,300	$43,300
442110	Furniture Stores	$16,100	$16,100
445110	Supermarkets and Other Grocery (except Convenience) Stores	$18,400	$18,400
445230	Fruit and Vegetable Markets	$2,800	$2,800
445299	All Other Specialty Food Stores	$7,300	$7,300
447110	Gasoline Stations with Convenience Stores	$39,600	$39,600
451110	Sporting Goods Stores	$24,900	$24,900
451130	Sewing, Needlework, and Piece Goods Stores	$42,700	$42,700
451140	Musical Instrument and Supplies Stores	$5,400	$5,400
453220	Gift, Novelty, and Souvenir Stores	$14,600	$7,300
453910	Pet and Pet Supplies Stores	$8,600	$8,600
487210	Scenic and Sightseeing Transportation, Water	$2,900	$2,900
488390	Other Support Activities for Water Transportation	$200	$2,900
511199	All Other Publishers	$47,700	$47,700
518210	Data Processing, Hosting, and Related Services	$25,000	$25,000
522298	All Other Nondepository Credit Intermediation	$137,300	$137,300
525990	Other Financial Vehicles	$10,400	$10,400
531110	Lessors of Residential Buildingsv and Dwellings	$9,560,400	$3,672,700
531120	Lessors of Nonresidential Buildings (except Miniwarehouses)	$65,300	$65,300
531130	Lessors of Miniwarehouses and Self-Storage Units	$62,600	$31,300
531190	Lessors of Other Real Estate Property	$941,400	$156,900
531311	Residential Property Managers	$17,100	$17,100
531312	Nonresidential Property Managers	$8,800	$17,100
531390	Other Activities Related to Real Estate	$1,608,300	$348,000
532292	Recreational Goods Rental	$24,800	$2,000
541110	Offices of Lawyers	$13,900	$13,900
541211	Offices of Certified Public Accountants	$221,600	$221,400
541219	Other Accounting Services	$13,100	$13,100
541310	Architectural Services	$11,300	$11,300
541990	All Other Professional, Scientific, and Technical Services	$23,900	$23,900
561710	Exterminating and Pest Control Services	$100,200	$56,500
561720	Janitorial Services	$2,000	$2,000
561730	Landscaping Services	$9,000	$9,000
621111	Offices of Physicians (except Mental Health Specialists)	$4,700	$4,700
621210	Offices of Dentists	$44,000	$44,000

[34] http://www.floir.com/Office/HurricaneSeason/HurricaneHermineClaimsData.aspx

FLORIDA COUNTIES AFFECTED BY HURRICANES HERMINE OR MATTHEW, CONTINUED			
NAICS CODE	NAICS CATEGORY	TOTAL LOAN AMOUNT APPROVED	TOTAL DISTRIBUTED
621399	Offices of All Other Miscellaneous Health Practitioners	$15,700	$15,700
621610	Home Health Care Services	$79,200	$140,100
623312	Homes for the Elderly	$68,100	$68,100
623990	Other Residential Care Facilities	$100,000	$25,000
624190	Other Individual and Family Services	$10,900	$10,900
624410	Child Day Care Services	$8,100	$4,300
711510	Independent Artists, Writers, and Performers	$5,200	$5,200
713930	Marinas	$969,300	$300,000
713990	All Other Amusement and Recreation Industries	$116,200	$69,800
721110	Hotels (except Casino Hotels) and Motels	$1,480,200	$623,900
721191	Bed-and-Breakfast Inns	$121,600	$121,600
721211	RV (Recreational Vehicle) Parks and Campgrounds	$175,600	$121,600
722310	Food Service Contractors	$27,700	$27,700
722330	Mobile Food Services	$25,000	$25,000
722511	Drinking Places (Alcoholic Beverages)	$931,700	$774,300
722513	Drinking Places (Alcoholic Beverages)	$11,800	$11,800
811111	General Automotive Repair	$133,600	$69,600
811121	Automotive Body, Paint, and Interior Repair and Maintenance	$31,500	$10,500
811191	Automotive Oil Change and Lubrication Shops	$27,700	$27,700
811192	Car Washes	$20,500	$20,500
811310	Commercial and Industrial Machinery and Equipment (except Automotive and El)	$21,200	$21,200
812210	Funeral Homes and Funeral Services	$10,000	$10,000
812910	Pet Care (except Veterinary) Services	$1,600	$800
812930	Parking Lots and Garages	$59,000	$29,500
812990	All Other Personal Services	$9,100	$9,100
813110	Religious Organizations	$328,900	$324,800
813410	Civic and Social Organizations	$1,008,300	$336,100
813990	Other Similar Organizations (except Business, Professional, Labor, and Politics)	$10,606,800	$1,362,700
TOTAL		$29,912,000	$9,899,400

GENERAL ACTION PLAN REQUIREMENTS

2. CONNECTION BETWEEN NEEDS AND ALLOCATION OF FUNDS

Federal Register volume 81, Number 224 dated November 21, 2016 states:

> "Grantees must propose an allocation of CDBG–DR funds that primarily considers and addresses unmet housing needs. Grantees may also allocate funds for economic revitalization and infrastructure activities, but in doing so, must 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."

The programs and funding outlined in this Action Plan were informed by the findings of the Unmet Needs Assessment, as required by HUD. As outlined in the Assessment, the largest portion of unmet need resulting from Hurricanes Hermine and Matthew is in the Housing sector, particularly in the single-family market.

Therefore, in compliance with the housing-emphasis required by the Register and informed by the Unmet Needs Assessment, the allocation of CDBG-DR program funds primarily considers and addresses unmet housing needs. Any economic revitalization and infrastructure activities approved by DEO will have documented contribution to the long-term recovery and restoration of housing in the Most Impacted and Distressed areas.

Federal Register volume 82, Number 150 dated August 7, 2017 states:

> "Grantee must consult with affected citizens, stakeholders, local governments and public housing authorities to determine updates to its needs assessment."

The programs and funding outlined in this Substantial Amendment to Florida's approved Action Plan have been revised to reflect new figures obtained through an updated needs assessment conducted in compliance with this requirement.

3. PUBLIC HOUSING, AFFORDABLE HOUSING, AND HOUSING FOR VULNERABLE POPULATIONS

PUBLIC HOUSING

DEO consulted with Public Housing Authorities (PHA) and agencies dedicated to serving vulnerable populations as part of the Action Plan development. The state developed and distributed a PHA disaster-impact survey to all Authorities in the declared region[35]. The survey requested information on any storm-related damage to units, funds received for assistance, the number of units impacted, and information on whether any residents were displaced due to the hurricane events. The PHAs were also provided an opportunity to provide comments or additional information as desired. DEO received 14 responses, indicating disaster-related impact to 128 public housing units and no remaining displacement[36]. Of the damaged units, 127 units are in Volusia County, and one unit is in Levy County. The Housing Authority of the City of New Smyrna Beach, which reported damage to 126 units, estimated an impact of over $1.1 million and that they are awaiting funding from FEMA and other sources. The PHAs were also invited to the Stakeholder Session for public comment on the proposed Action Plan. Accordingly, it is possible that CDBG-DR funds may be used for the rehabilitation, mitigation, or new construction of PHAs once other funding streams are fully exhausted.

AFFORDABLE HOUSING

The Unmet Needs Assessment identifies that 24 percent of the impacted residents accounted for in the FEMA IA application process were renters. However, a closer look at extremely low-income FEMA IA applicants, as well as those with age and access/ functional needs (AFN) as outlined in Tables 17-19 of the Unmet Needs Assessment shows that the overwhelming majority of LMI and age/ AFN applicants are home owners as opposed to renters. The state is establishing an Affordable Rental program in the Method of Distribution, for which subrecipients may submit projects for the replenishment of affordable rental stock in their jurisdiction. DEO will review such projects for consistency with the identified unmet needs in the jurisdiction, as well as the threshold requirements of the Action Plan and the requirements of the Register and other state and federal requirements, including but not limited to the Uniform Relocation Act (URA), income verification and rent restrictions. Any unutilized affordable rental funds will be reallocated to another eligible activity through the non-substantial or substantial amendment process, as applicable.

[35] The survey was sent to 62 PHAs in the FEMA declared counties.
[36] The 128 units were reported from the Housing Authority of the City of New Smyrna Beach (126), North Central Florida Regional Housing Authority (1), and Ormond Beach Housing Authority (1)

VULNERABLE POPULATIONS

A request for feedback on storm impact was also sent to the Florida Housing Finance Corporation, the Florida Department of Children and Families and the Florida Department of Health. The Emergency Solutions Grant (ESG) program, which is managed by the Florida Department of Children and Families, reported damage to two shelters in St. Johns County. The Emergency Services and Homeless Transitional Housing and St. Francis House shelters both sustained damage. They also reported an "overall increase in persons needing assistance with past due rent/utilities or re-housing due to expenses related to storm recovery" amongst the service providers within their Continuum of Care. There was also a reported increase in residents requesting and needing assistance with re-housing or homeless prevention due to lost wages or having to cover storm-related expenses[37].

The Department of Health Housing Opportunities for Persons with AIDS (HOPWA) Program surveyed its project sponsors and reported assistance to one client who had roof damage resulting in potential displacement in which the client was helped with moving to avoid homelessness[38].

DEO will ensure close and ongoing coordination with service providers that work with vulnerable populations to ensure that any remaining or ongoing storm-related impact is brought to DEO's attention for a coordinated approach. In addition, any vulnerable populations brought to DEO's attention who are not served under current DEO programs may be referred to specialized service providers for assistance. This includes the network of Florida service providers who serve the homeless, those living with AIDS, and those at risk of becoming homeless. An overview of the state's homeless population counts is included in the Unmet Needs Assessment, and was informed in part by the 2015 Annual Report from the Council on Homelessness.

HUD's Initial Action Plan Review Checklist requires DEO to consider "How planning decisions may affect racial, ethnic, and low- income concentrations, and ways to provide the availability of affordable housing in low-poverty, non-minority areas where appropriate and in response to natural hazard-related impacts."[39] To meet this requirement and the requirements to affirmatively further fair housing as outlined in the Register, each project proposed to DEO will undergo Affirmatively Furthering Fair Housing (AFFH) review before approval. Such review will include an assessment of the proposed project area's demography, socio-economic characteristics, environmental hazards or concerns, and other factors material to the AFFH determination. Applications should show that projects are likely to lessen area racial, ethnic, and low-income concentrations, and/or promote affordable housing in low- poverty, non-minority areas in response to natural hazard-related impacts. All subrecipients will certify that they will affirmatively further fair housing in their grant agreements. Applications providing service to vulnerable populations will receive enhanced weighting.

4. MINIMIZE OR ADDRESS DISPLACEMENT

The state and its subrecipients plan to minimize displacement of persons or entities and assist persons or entities displaced as a result of implementing a project with CDBG-DR funds. This is not intended to limit the ability of the state or its subrecipients to conduct buyouts or acquisitions for destroyed and extensively damaged unit or units in a floodplain. Should any proposed projects cause displacement of people, DEO will ensure subrecipients follow the requirements set forth under the Uniform Relocation Assistance (URA) and Real Property Acquisition Policies Act, as waived.

5. MAXIMUM ASSISTANCE AND COST REASONABLE ASSESSMENT

DEO follows a cost analysis process as part of standard contracting procedures, which includes a review of each cost element to determine allowability, reasonableness, and necessity[40]. Maximum assistance available to housing beneficiaries, as well as cost- effectiveness relative to other means of assistance, will be outlined in the DEO Disaster Recovery Program Housing Guidelines. Maximum assistance per beneficiary for infrastructure will be set by the applicant jurisdictions as part of the project submittal to DEO and will be considered by DEO upon review.

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[37] Statement from ESG program managers
[38] Confirmation from HOPWA program 3/10/2017
[39] HUD Initial Action Plan Review Checklist, item 3.
[40] DEO Purchasing and Contracting Guidelines, June 2014

Additionally, the Florida State Housing Initiatives Partnership program (SHIP), provides funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and multifamily housing. Many local governments have participated in the program and have established local housing assistance plans, which include items such as housing incentive strategies, local policies to implement the incentive strategies, and partnerships to reduce housing costs[41]. In order to ensure that housing assistance amounts are cost reasonable, the maximum amount of CDBG-DR assistance available to a beneficiary under subrecipient recovery programs is $100,000. In cases of demonstrable hardship or where local housing markets warrant an increase of the cap, subrecipients may propose an alternative cap to DEO for review and approval. An increased cap may also be used to provide funding for difficult or unexpected repairs above and beyond the housing caps.

6. ELEVATION STANDARDS

DEO will develop and will require subrecipients to implement resilient home construction standards, including ensuring that all structures designed principally for residential use and located in the 1 percent annual (or 100-year) floodplain that receive assistance for new construction, repair of substantial damage, or substantial improvement, as defined at 24 CFR 55.2(b)(10), must be elevated with the lowest floor, including the basement, at least two feet above the one percent annual floodplain elevation. Residential structures with no dwelling units and no residents below two feet above the one percent annual floodplain must be elevated or flood- proofed in accordance with FEMA flood-proofing standards at 44 CFR 60.3(c)(3)(ii) or successor standard, up to at least two feet above the one percent annual floodplain.

Property owners assisted through the recovery program will be required to acquire and maintain flood insurance if their properties are located in a FEMA designated floodplain. This requirement is mandated to protect safety of residents and their property and the investment of federal dollars. Florida will ensure adherence to Section 582 of the National Flood Insurance Reform Act regarding the responsibility to inform property owners receiving disaster assistance that triggers the flood insurance purchase requirement that they have a statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so. Additional Florida State Building Code requirements may apply, in addition to local codes as applicable.

7. PLANNING & COORDINATION

DEO has consulted with and will continue to coordinate with the planning, preparation and response community throughout the affected areas of the state. DEO consulted with the Florida Division of Emergency Management through the development of the program. This includes reviewing disaster mitigation planning documents and long-range planning which considers natural hazard risk. The State of Florida has a robust planning field due to the natural hazard risk and unique challenges of the state's geography.

DEO reviewed the State of Florida Division of Emergency Management Recovery Plan, Recovery Annex to the State Comprehensive Emergency Management Plan. The Recovery Plan applies to all agencies and government entities that are tasked to provide recovery assistance. The Recovery Plan describes long-term and short-term action to be taken and considered when providing recovery assistance. The Recovery Plan is based on existing federal statutory authorities, existing state policies, and specific functional mission assignments made under Florida Statute PL 93-288 and Chapter 252, both as amended.

The Recovery Plan provides an overview of the recovery purpose, process, and programs and addresses the short-term priority needs of disaster survivors and local damaged infrastructure through a daily Incident Action Plan. It is applicable to natural disasters such as hurricanes, floods, droughts, and fires. It also becomes applicable should there be a technological or man-made emergency such as hazardous material release or other incidents requiring state assistance. The Recovery Plan utilizes other plans and standard operating guidelines, depending on the type of incident requiring recovery assistance and whether recovery activities are being initiated pre- or post-incident.

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[41] http://www.floridadisaster.org/documents/FDEM%20Strategic%20Plan%202014-2019.pdf

[42] See http://floridajobs.org/community-planning-and-development/programs/community-planning-table-of-contents/post-disaster-redevelopment-planning for more information.

The Recovery Plan is updated at a minimum annually through a formalized planning process involving stakeholder input, and within 30 days following major incidents to capture lessons learned and develop best practices. Due to the strength of the existing planning tools available, DEO does not anticipate pursuing additional disaster recovery and response planning activities at this time.

Additionally, the Division of Emergency Management (DEM) has published a 2014-2019 Strategic Plan which charts the course to prepare for, respond to, recover from, and mitigate against the impacts of emergencies across the state[43]. DEO has also partnered with DEM in the creation of guidance for the Statewide Post-Disaster Redevelopment Plan Planning Initiative, funded by the National Oceanic and Atmospheric Administration (NOAA)[44]. The initiative helps "a community plan for the long-term disaster recovery period to ensure that they are able to recover faster and more efficiently, maintain local control over recovery and take advantage of opportunities to build back better."

DEO surveyed the 10 Regional Planning Councils in the impacted area to gain additional information on storm impacts.

8. INFRASTRUCTURE ACTIVITIES

DEO will encourage its subrecipients to incorporate mitigation measures into rebuilding activities. Grantees are encouraged to consider the extent to which infrastructure activities funded through the CDBG-DR grant will achieve objectives outlined in both regionally or locally established plans and policies that are designed to reduce future risk to their jurisdiction.

DEO will encourage subrecipients to consider the costs and benefits of the project when selecting CDBG-DR eligible projects. This will be completed by encouraging subrecipients to perform a self-assessment of each proposed project and selecting the project(s) that provide(s) the greatest impact within the confines of the budgeted grant amount. Cost benefit analysis may be considered by DEO through a points system, allocating more points to jurisdictions that provide greater impact to the LMI population they serve (program criteria are outlined in greater detail in Section 16).

HUD requires DEO to "ensure that infrastructure activities will avoid disproportionate impact on vulnerable communities and create opportunities to address economic inequities facing local communities."[45] DEO will seek to ensure that infrastructure activities will avoid disproportionate impact by requiring a review and approval process to determine if the project meets AFFH requirements. The proposed program plans should articulate that projects are likely to lessen area racial, ethnic, and low-income concentrations, and/or promote affordable housing in low-poverty, nonminority areas in response to natural hazard-related impacts. All DEO CDBG-DR grant subrecipients will certify that they will affirmatively further fair housing in their grant agreements, and will receive DEO training and technical assistance in meeting their AFFH obligations.

DEO will encourage and coordinate with private and non-profit, local, state, and federal entities to assist subrecipients with maximizing investments with other planned capital improvements and infrastructure development efforts. These efforts will encourage and help to foster the potential for additional infrastructure funding from multiple sources, including existing state and local capital improvement projects, and the potential for private investment.

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[43] http://www.floridadisaster.org/documents/FDEM%20Strategic%20Plan%202014-2019.pdf

[44] See http://floridajobs.org/community-planning-and-development/programs/community-planning-table-of-contents/post-disaster-redevelopment-planning for more information.

[45] HUD Action Plan Checklist item 8

DEO will rely on professional engineers, procured by the subrecipients, to employ adaptable and reliable technologies to guard against premature obsolescence of infrastructure.

9. LEVERAGING FUNDS

DEO will encourage subrecipients to leverage CDBG-DR funds with funding provided by other federal, state, local, private, and nonprofit sources to utilize the limited CDBG-DR funds to the fullest possible extent. DEO will report on leveraged funds in the DRGR system.

10. PROTECTION OF PEOPLE AND PROPERTY; CONSTRUCTION METHODS

The housing assistance provided under DEO's disaster recovery program will be built with emphasis on high quality, durable, sustainable, and energy efficient construction methods and materials.

These include the following minimum standards:

- Construction standards will be based on the Florida Building Code and must meet or exceed applicable requirements.

- Construction will comply with the Green Building Standard for all new construction of residential buildings and for all replacement of substantially damaged residential buildings (i.e., where repair costs exceed 50 percent of replacement cost) 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.

- For rehabilitation construction, the state will follow the Green Building Retrofit Checklist to the extent applicable to the rehabilitation work undertaken, including the use of mold resistant products when replacing surfaces such as drywall. When older or obsolete products are replaced as part of the rehabilitation work, rehabilitation is required to use ENERGY STAR-labeled, WaterSense-labeled, or Federal Energy Management Program (FEMP)-designated products and appliances, or other equivalent.

- Where practicable and as outlined in the DEO Housing Guidelines, components of the Weatherization Assistance Program (WAP) may be incorporated into the minimum standards.

DEO will require subrecipients to establish compliant standards in their request for qualifications for housing contractors. Subrecipients will be required to utilize builders qualified through a request for qualifications process, or use local procurement methods to qualify contractors. To ensure full and open competition, subrecipients are required at a minimum to follow 24 CFR 570.489(g). Subreceipient procurement procedures will be monitored by DEO.

DEO will require subrecipient housing programs to provide a mechanism for homeowners to appeal the quality of the rehabilitation work. DEO will require a warranty period post-construction for housing with all work being performed by the contractor guaranteed for a period of one year. Information about the complainant's rights and how to file a complaint or appeal in regards to the quality of work should be

printed on all subrecipient program applications and/or guidelines. Records of each complaint should be kept on file and subrecipients must respond to complaints and appeals in a timely manner, or within 15 business days, when practical. Subrecipients will be responsible for follow-up on construction quality complaints. Construction quality appeals will be verified by inspection and monitored by DEO.

The state program will not participate in dam or levee work at this time.

11. PROGRAM INCOME

The state anticipates it may generate program income as part of the activities allowed under this allocation. Should any funds be generated, recovery of funds including program income, refunds and rebates will be used before drawing down additional CDBG- DR funds. These amounts will be recorded and tracked in the state accounting systems and recorded in the DRGR system. The DRGR system requires grantees to use program income before drawing additional grant funds, and ensures that program income retained by one will not affect grant draw requests for other subrecipients. Subrecipients will be required to report program income quarterly and will be subject to applicable regulations and Community Development Program Directives. Retention of program income will be in compliance with the subgrant agreements.

12. MONITORING STANDARDS AND PROCEDURES

The state has adopted monitoring standards, including procedures to (i) ensure program requirements (including non-duplication of benefits) are met, and (ii) provide for continual quality assurance and adequate program oversight. These standards and procedures are included in the pre-award Implementation Plan as required by the Federal Register. Monitoring will be conducted by DEO to ensure that program activities progress toward timely completion and to allow for the early identification of potential issues and problems so they can be prevented or corrected.

DEO Disaster Recovery monitoring program includes desk monitoring and onsite monitoring with priority and frequency based on the results of a risk assessment of each subrecipient. The purpose of the risk assessment is to define the scope and focus of the monitoring efforts, including establishing a framework for determining the appropriate level of monitoring consistent with available resources. In addition, the risk assessment will be required each state fiscal year to guarantee continuous review of risks. DEO monitoring is based on criteria consistent with HUD guidance in assessing program risk. The risk assessment provides the basis for developing individual monitoring strategies and documents the decisions and recommendations regarding where to apply staff and travel resources for monitoring, training and/or technical assistance.

The Florida Auditor General and staff will act as the state's independent auditor and conduct financial audits of the accounts and records of state agencies. Where applicable, accounting policies and procedures of DEO should mirror the requirements of the Office of Auditor General.

The State of Florida is dedicated to the prevention of fraud, waste, and abuse. All suspected cases of fraud will be taken seriously and complaints will be reported to DEO's Office of the Inspector General at OIG@deo.myflorida.com. If DEO determines that it is appropriate, it will coordinate its investigation with the Florida Office of the Inspector General for further investigation (1-800-347-3735, http://www.floridaoig.com/).

13. BROADBAND INFRASTRUCTURE

The rehabilitation of housing with four or more rental units in a building may be funded under this Action Plan. Should such activity become awarded under the state's program, DEO confirms that subrecipients shall install broadband infrastructure as required.

14. METHOD OF DISTRIBUTION

Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, restoration of housing, infrastructure, and economic revitalization in the impacted and distressed Florida counties resulting from Hurricane Hermine and Hurricane Matthew as declared in DR-4280 and DR-4283. In order to prioritize limited funding in areas with highest damage, DEO disaster recovery program assistance outlined in this Action Plan will be limited to counties (and municipalities within those counties) that received FEMA Individual Assistance (IA) declarations in addition to their Public Assistance (PA) declaration.

DECLARED COUNTIES RECEIVING FEMA IA					
PDD 4283 – HURRICANE MATTHEW			PDD 4280- HURRICANE HERMINE		
Duval	Flagler	Volusia	Hillsborough	Wakulla	Leon
Indian River	Nassau		Levy	Citrus	Manatee
Seminole	Putnam		Pinellas	Dixie	Pasco
Brevard	St. Johns		Taylor	Hernando	

As required by the Federal Registers, Vol. 81, No. 224, Monday, November 21, 2016, Vol. 82, No.11, Wednesday, January 18, 2017 and Vol 82, No. 150, August 7, 2017, DEO will use 80 percent of the allocation to address unmet needs within the HUD-identified 'Most Impacted and Distressed' (MID) areas. This 80 percent MID area is currently limited to St. Johns County and the jurisdictions within the county. However, DEO may continue to review Unmet Needs data to assess whether additional county areas demonstrate sufficient need to warrant proposal to HUD for inclusion in the 80 percent MID allocation. Should such a proposal be made by DEO and approved by HUD, changes to the Action Plan would be amended through the substantial amendment process. If more than one county is designated as being Most Impacted and Distressed, the 80 percent will be further allocated as described in the substantial amendment.

DEO will ensure, as is required and identified in the Federal Register, that at least 70 percent of the entire CDBG Disaster Recovery grant award will be used for activities that benefit low- and moderate-income persons.

PROGRAM BUDGET

DEO is the lead agency and responsible entity for administering $117,937,000 in Community Development Block Grant Disaster Recovery (CDBG-DR) funds allocated to the state for recovery. In accordance with the Register, DEO's aggregate total for indirect costs, administrative and technical assistance expenditures will not exceed five percent of the total grant ($5,896,850) plus program income. DEO will limit spending to a maximum of 20 percent of its total grant amount on a combination of planning, indirect and program administration costs. Planning costs subject to the 20 percent cap are those defined in 42 U.S.C. 5305(a)(12). State and local administration are capped at 5 percent in aggregate by federal regulations. The state may provide additional guidance to jurisdictions through the application process regarding the amount of administrative funds available to awardees. Eligible project delivery costs are presumed included in the grant award amounts, as applicable.

The program budget is outlined as follows:

SUMMARY OF IMPACTS/SUPPORT	GENERAL HOUSING ACTIVITIES	AFFORDABLE RENTAL[46]	NON-HOUSING OR ADDITIONAL HOUSING	SUB-TOTAL
80% HUD Defined Most Impacted and Distressed (MID)	$52,882,951	$5,377,927	$31,371,242	$89,632,120
20% Other Most Impacted and Distressed (MID)	$13,220,738	$1,344,482	$7,842,811	$22,408,030
State & Local Administration[47]				$5,896,850
TOTAL	**66,103,689**	**$6,722,409**	**$39,214,053**	**$117,937,000**

[46] Affordable rental projects have tenant income requirements and rent restrictions in order to qualify.
[47] State and local administration are capped at 5% in aggregate by federal regulations. The State may provide additional guidance to jurisdictions through the application process regarding the amount of administrative funds available to awardees. Eligible project delivery costs

HURRICANE IRMA

Hurricane Irma made landfall in the State of Florida on September 10, 2017 causing significant damage to the Florida Keys and peninsula of the state. This has resulted in the exacerbation of impacts in some communities that were also hit by Hurricanes Hermine Matthew. Almost all communities that received a Public Assistance (PA) and Individual Assistance (IA) declaration in 2016 received a 2017 declaration for Hurricane Irma. This includes:

1. Brevard
2. Citrus
3. Dixie
4. Duval
5. Flagler
6. Hernando
7. Hillsborough
8. Indian River
9. Levy
10. Manatee
11. Nassau
12. Pasco
13. Pinellas
14. Putnam
15. Seminole
16. St. Johns
17. Volusia

In many of these communities it will be difficult, if not impossible to delineate impacts from these three distinct storms. Therefore, in the communities listed above, Florida will consider any eligible projects that address unmet need from Hurricanes Hermine, Matthew or Irma. As with all proposed projects, communities will have to document that there will be no duplication of benefits. This is especially important in areas that may receive additional federal assistance to address Irma-related impacts.

PROJECTS AND ACTIVITIES

Jurisdictions from each of the budget areas (80 percent MID or 20 percent MID) will select projects to propose to DEO for funding in accordance with DEO thresholds and criteria. DEO will execute contracts with awarded jurisdictions, including municipalities within counties that receive a separate award. In other words, municipalities may apply directly to DEO and will be contracted with directly, if awarded.

Non-entitlement municipalities may choose to submit projects to DEO through their county. In these instances, the partnering jurisdictions must submit an executed agreement to DEO with their application. The county will be the awardee and no further pass-through will be allowed. DEO may consider requests from entitlement jurisdictions to apply through their county for efficiency or capacity purposes, however the county will be the awardee and no further pass-through will be allowed.

DEO will implement program management, monitoring, and oversight standards necessary to ensure compliance with state and federal requirements.

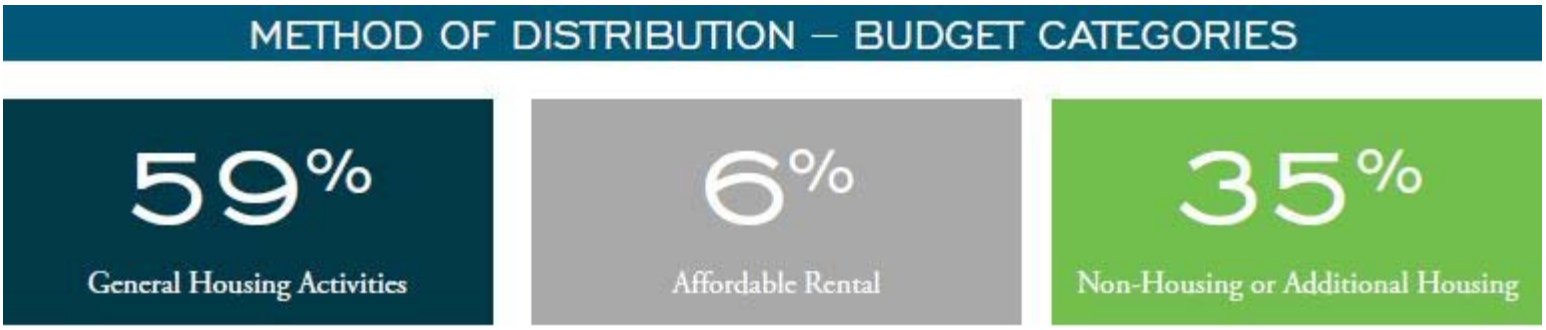
DEO PROGRAM OVERSIGHT, MONITORING, COMPLIANCE	
APPROXIMATELY $89.6 MILLION	APPROXIMATELY $22.4 MILLION
80% MOST IMPACTED DISTRESSED AREA	20% MOST IMPACTED DISTRESSED AREA
• Jurisdictions submit projects or programs to DEO for ranking & funding	• Jurisdictions submit projects or programs to DEO for ranking & funding
• Awarded jurisdictions implement projects under DEO oversight	• Awarded jurisdiction implement projects under DEO oversight

15. BASIS FOR ALLOCATIONS

In consideration of the Unmet Needs Assessment and HUD requirements, in order to prioritize limited funding in areas with highest damage, DEO disaster recovery program assistance outlined in this Action Plan will be limited to counties (and cities within those counties) that received FEMA Individual Assistance (IA) declarations in addition to their Public Assistance (PA) declaration. Program thresholds outlined in Section 16 state that projects or programs must primarily support LMI housing.

The Unmet Needs Analysis identified that approximately 68 percent of the Unmet Need is in the housing sector, 25 percent in infrastructure, and the remainder in the economic sector. The MOD budget categories are closely aligned with the Unmet Needs Analysis, with approximately 65 percent of the funds allocated towards housing (59% General Housing and 6% Affordable Rental). Approximately 35 percent of program funds may be used for infrastructure in support of LMI housing, economic recovery, or other eligible activities, including additional housing needs.

Updated needs assessment continues to support the percentages listed above regarding allocation of funds to support remaining unmet needs.



16. PROGRAM DETAILS

ELIGIBLE ACTIVITIES

Units of General Local Government, referred to as jurisdictions throughout this Action Plan, will select projects or programs to propose to DEO for funding in accordance with DEO thresholds and objectives. These thresholds are:

- Projects must demonstrate tie-back to the hurricane event (Hermine or Matthew).
- Projects must not duplicate benefits.

DEO will also consider to what extent proposed projects or programs support the following objectives:

- Projects must primarily address unmet housing needs.
- Projects must primarily serve LMI populations.
- Projects for infrastructure must support LMI housing.

As with all proposed projects, communities will have to document that there will be no duplication of benefits. This is especially important in areas that may receive additional federal assistance to address Irma-related impacts.

Jurisdictions may pursue a range of eligible activities as allowed under CDBG-DR regulations for this appropriation, so long as they are in accordance with the DEO threshold requirements and the requirements for the applicable activity as outlined elsewhere in this Action Plan and the Federal Register. Jurisdictions will be required to meet HUD regulations, such as environmental, duplication of benefits, fair housing and others.

Each project approved for a subrecipient will be subject to the grant minimum and maximum amounts, subject to the extent of funds available. The $750,000 minimum applies to subrecipients and projects. The county may submit a smaller project to DEO for consideration as a special request, but is encouraged to couple the project with a similar project (for beneficiary population and activity type) to ensure effective use of grant funds. In the competitive allocation (20%), the minimum and maximum cumulatively apply to one county so that DEO may ensure that the funding is distributed throughout the impacted area.

Minimum Award Amount will be: $750,000
Maximum Award Amount will be:
(80% MID area) Entire allocation available to local government

DEO follows total development cost limits as specified by the Florida Housing Finance Corporation. Please see: http://www.floridahousing.org/programs/special-programs/ship---state-housing-initiatives-partnership-program/purchase-price-limits

County	90% Average Area Purchase Price
Duval, Nassau	$303,882
Manatee	$264,706
Seminole	$255,176
Brevard, Citrus, Dixie, Flagler, Hernando, Hillsborough, Indian River, Leon, Levy, Pasco, Pinellas, Putnam, Taylor, Volusia, Wakulla	$253,809

DEO expects average per unit total housing repair or reconstruction costs to be substantially lower. However, this cap provides flexibility for cases where a project may cost more than average market prices due to complexity of construction, resilience and green building improvements. When reviewing project proposals DEO applies an evaluation of cost reasonableness to its scoring criteria for allocation decisions.

CDBG-DR funding limits for buyout proposals are calculated based on analysis of third party appraisals and evidence of the need for an incentive to facilitate voluntary participation and are not subject to the above noted single-family project maximums.

DEO will potentially utilize all three national objectives to carry out all programs under this allocation. Only mitigation measures related to repairing damage caused by the declared hurricane events will be considered for funding.

SCORING CRITERIA

Projects proposed for funding to DEO will be scored for funding in order of the following criteria. The maximum Scoring Criteria score is 200.

		Max. Points
1	**Management Capacity:** Jurisdictions program manager and/or developer presents depth of program or project, case and compliance management capacity to deliver services on-time and on-budget. Citizen Complaint Policy is in place.	**35**
2	**Readiness to Proceed and Viable Production Plan:** Applicant must show evidence of how proposed program or project will mobilize and operate in a timely manner.	**25**
3	**Proposes Cost Reasonable Budget:** Proposal budgets reflect cost reasonableness and affirmative efforts to leverage CDBG-DR funds with additional funding to address unmet needs. Budget narrative reflects research, quotes and/or contracted pricing.	**25**
4	**Storm Resilience:** In addition to addressing unmet needs, program or project proposals need to show how they make investments that improve resilience to future storm-related damage.	**15**
5	**Overall LMI benefit (Percent LMI benefit of the activity):** Higher LMI benefit of the activity will receive a higher score. For example, a project with 100 percent LMI benefit would be scored higher than a project with 65 percent LMI benefit.	**50**
6	**Overall Housing Eligible Activities:** Programs and projects with housing related eligible activities will receive a higher score.	**30**
7	**Vulnerable Populations:** Applications which address the following vulnerable populations will receive higher scores. This includes non-housing services such as infrastructure, public facilities, economic development, etc. that provide benefits to these vulnerable populations. a. The transitional housing, permanent supportive housing and permanent housing needs of individuals and families that are homeless or at-risk of homelessness; b. The prevention of low-income individuals and families with children (especially those with incomes below 30 percent of the area median) from becoming homeless; c. The special needs of persons who are not homeless but require supportive housing (e.g., elderly, persons with disabilities, persons with alcohol or other drug addiction, persons with HIV/AIDS and their families and public housing residents, as identified in 24 CFR 91.315(e)).	**20**
	Total Maximum Score:	**200**

HOUSING ACTIVITIES

Housing activities allowed under CDBG-DR include, but are not limited to:

- Temporary Relocation;
- Buyouts/Acquisitions;
- Demolition/Clearance;
- Single-Family Housing Rehabilitation/Repair;
- Multi-Family Housing Rehabilitation/Repair;
- Housing Construction;
- Public housing;
- Emergency Community Shelters (public facility);
- Homeless Shelter;
- Repair and replacement of manufactured housing units;
- Hazard mitigation;
- Elevation;
- Planning activities related to housing; and
- Other activities associated with the recovery of housing stock impacted.

For any residential rehabilitation or reconstruction program, DEO will establish housing guidelines to set housing assistance caps. Subrecipients may establish housing assistance caps for their rehabilitation or reconstruction programs equal to or less than DEO's housing assistance caps. A waiver request must be submitted to DEO if the subrecipient seeks to set housing assistance caps that exceed DEO's housing assistance caps. DEO will evaluate each housing assistance waiver request for cost effectiveness.

AFFORDABLE RENTAL

Benefit to Low and Moderate Income (LMI) persons is the only National Objective that is approved for Affordable Rental projects. In order to receive assistance, the rental property owner must agree to a five-year affordability requirement. A longer affordability period may be required by DEO for proposed multi-family projects over $1 million. The affordability requirement requires the property owner to lease the units to LMI households earning 80% or less of the AMI and to lease the units at affordable rents. Rents must comply with the maximum HUD HOME rent limits. The maximum HUD HOME rents are the lesser of:

1) The fair market rent for existing housing for comparable units in the area as established by HUD under 24 CFR 888.111; or

2) A rent that does not exceed 30 percent of the adjusted income of a family whose annual income equals 65 percent of the AMI, as determined by HUD, with adjustments for number of bedrooms in the unit. The HOME rent limits provided by HUD will include average occupancy per unit and adjusted income assumptions[48].

All affordable rental projects seeking over $1 million and serving low- and moderate-income residents must remain affordable for the compliance terms listed below. DEO follows HOME program affordability terms for low- and moderate-income rental housing. Please see for details: https://www.hudexchange.info/resource/2312/home-maximum-purchase-price-after-rehab-value/ "

Rental Housing Activity	Minimum period of affordability in years
Rehabilitation or acquisition of existing housing per unit amount of CDBG-DR funds: Under $15,000	5
$15,000 to $40,000	10
Over $40,000 or rehabilitation involving refinancing	15
New construction or acquisition of newly constructed	20

housing	

INFRASTRUCTURE, ECONOMIC REVITALIZATION, AND PLANNING

Other eligible activities include, but are not limited to the following however, subrecipients must identify how unmet housing needs will be addressed or how its economic revitalization or infrastructure activities will contribute to the long-term recovery and restoration of housing in the most impacted and distressed areas.

- Restoration of infrastructure (such as water and sewer facilities, streets, provision of generators, removal of debris, drainage, bridges, etc.);
- Demolition, rehabilitation of publicly or privately owned commercial or industrial buildings, and code enforcement;
- Economic development (such as microenterprise and small business assistance, commercial rehabilitation, and special economic development activities);
- Public service (such as job training and employment services, healthcare, child care, and crime prevention within the 15 percent cap);
- Renourishment of protective coastal dunes systems[49]; and
-

[48] More information on HOME rents may be found at: https://www.hudexchange.info/manage-a-program/homerent-limits/
[49] Note: Beach renourishment activities may have enhanced environmental review requirements.

USE OF CDBG-DR AS MATCH

Additionally, funds may be used to meet a matching, share, or contribution requirement for any other federal program when used to carry out an eligible CDBG–DR activity. This includes programs or activities administered by the Federal Emergency Management Agency (FEMA) or the U.S. Army Corps of Engineers (USACE). By law, the amount of CDBG–DR funds that may be contributed to a USACE project is $250,000 or less. Note that the Appropriations Act prohibits supplanting the use of CDBG–DR funds for any activity reimbursable by, or for which funds are also made available, by FEMA or USACE.

INELIGIBLE ACTIVITIES

Ineligible activities identified in the Federal Register, Vol. 81, No. 224, Monday, November 21, 2016, include the use of CDBG-DR for forced mortgage payoff, construction of a dam/levee beyond original footprint, assistance to privately owned utilities, not prioritizing assistance to businesses that meet the definition of a small business, or assistance for second homes and activities identified in 24 CFR 570.207. All activities and uses authorized under Title I of the Housing and Community Development Act of 1974, allowed by waiver, or published in the Federal Register, Vol. 81, No. 224, Monday, November 21, 2016, are eligible.

17. CRITERIA TO DETERMINE METHOD OF DISTRIBUTION

FOR THE 80 PERCENT MOST IMPACTED AND DISTRESSED AREAS (ST. JOHNS COUNTY)

The area designated by HUD to be the Most Impacted and Distressed (MID) will be allocated 80 percent of Florida's CDBG-DR Allocation from HUD. This 80 percent MID area is currently limited to St. Johns County and the jurisdictions within the county. However, DEO may continue to review Unmet Needs data to assess whether additional county areas demonstrate sufficient need to warrant proposal to HUD for inclusion in the 80 percent MID allocation. Should such a proposal be made by DEO and approved by HUD, changes to the Action Plan would be amended through the substantial amendment process. If more than one county is designated as being Most Impacted and Distressed, the 80 percent will be further allocated as described in the substantial amendment.

Each designated county will work with its municipalities and other respective partners to package projects for DEO to review for eligibility and consistency with the Federal Register Notice and CDBG-DR regulations. Those projects deemed eligible will be funded through subgrant agreements with the counties for projects proposed in unincorporated areas and with municipalities for projects proposed within eligible incorporated areas. Non-entitlement jurisdictions may partner with their county as outlined in Section 14. The grant period for awardees will be 24 months unless otherwise extended by DEO after review of justification for the extension from the subgrantee. Funds that remain unexpended after the 24-month CDBG-DR agreement period may be subject to reallocation to other projects within the MID area. Proposed projects must meet the thresholds and must support the objectives outlined in Section 16 of this plan, and will be weighted and ranked in accordance with the criteria, also outlined in Section 16 of this plan.

FOR THE 20 PERCENT MOST IMPACTED AND DISTRESSED AREAS

Communities not designated as the HUD Most Impacted and Distressed counties, but that are a part of the 20 percent Other Most Impacted and Distressed counties, will be able to receive CDBG-DR assistance through a competitive application process. In other words, cities and counties listed in the FEMA IA declared county table in Section 14, apart from St. Johns and its jurisdictions, may submit proposed projects. Proposed projects must meet the scoring criteria and must support the objectives outlined in Section 16 of this plan and will be weighted and ranked in accordance with the criteria, also outlined in Section 16. The grant period for awardees will be 24-months unless otherwise extended by DEO after review of justification for the extension from the subgrantee. Funds that remain unexpended after the 24-month CDBG-DR agreement period may be subject to reallocation to other projects.

LOCATION, MITIGATION MEASURES AND URGENT NEED

18. PRESIDENTIALLY-DECLARED COUNTY

All activities must be located in a Presidentially-declared county that is eligible for assistance under FEMA declarations 4280 and 4283, as outlined in this Action Plan.

19. MITIGATION MEASURES

The state encourages the use of mitigation measures (including but not limited to wind storm, flooding, and energy efficiency) related to the long-term recovery and restoration of infrastructure, housing, or economic revitalization and allows them as a necessary expense related to the recovery so long as the cost is a necessary expense related to disaster relief or long-term recovery that responds to the eligible disaster. Furthermore, the costs associated with these measures may not prevent the state or subrecipients from meeting unmet needs.

20. USE OF URGENT NEED

The Unmet Needs Assessment documents unmet need in housing, infrastructure, and economy throughout the impacted areas. The state will seek to meet the requirement that 70 percent of funds are utilized for Low-and-Moderate (LMI) income families. Program activities are presumed to meet the use of Urgent Need as a national objective if they occur in the sectors and regions, particularly for housing and infrastructure activities, that were impacted as documented in the Unmet Needs Assessment. However, the state will first seek to determine if the activity meets the LMI national objective before utilizing the Urgent Need national objective.

All applications for funding which include Urgent Need activities must be accompanied by a properly completed Urgent Need National Objective Form – Supplement to DRI Application for Funding. Eligible units of local government will be able to download a copy of the form (including sample of a properly completed form) along with the boilerplate application.

The Department will review the form and consult with HUD to confirm eligibility prior to making an award for the proposed Urgent Need activities. In accordance with the Federal Register Volume 81 No. 224, November 21, 2016, the Florida Disaster Recovery Action Plan must be amended to incorporate each Urgent Need program and/or activity within 24-months of its first obligation of grant funds. Following this 24-month period, no new program or activity may be introduced and allocated funds without a waiver from HUD.

CITIZEN PARTICIPATION

21. CLARITY

The Action Plan includes sufficient information so that all citizens, subrecipients, and applicants are able to understand and comment on the Action Plan.

22. BUDGET

The Plan includes a budget in Section 14, Method of Distribution.

23. TIME FOR CITIZEN COMMENT

Notice of public comment period was provided by publication on the Department of Economic Opportunity disaster recovery website, in addition to targeted state outreach to stakeholders. The state will provide notice and open the citizen comment period for the following time frames per action:

- Comment period for the original Action Plan will take place for 14 days after the publication of the Action Plan.
- Comment period for Substantial Amendments will take place for no less than 14 days after the publication of the Substantial Amendment.

In addition to posting on the official website, DEO conducted four stakeholder webinars as outlined in the Consultation section below.

24. PUBLICATION (A)

The proposed Action Plan was published on the DEO website before its adoption and citizens were provided 14 days for public comment. DEO published a notice of the posting in the Florida Administrative Register (FAR) on April 7, 2017.

25. PUBLICATION (B)

Before its adoption, the proposed Action Plan was published on the DEO website, http://floridajobs.org/news-center/public-notices, for a 14 day citizen comment period. DEO published a notice of the posting in the Florida Administrative Register (FAR) on April 7, 2017. DEO incorporated and addressed citizen comments received during that period into the final Action Plan.

26. WEBSITE

DEO has a public website providing access to information and programs administered by the state. DEO has a separate and distinct webpage on its website entitled “Disaster Recovery Programs” that includes information on disaster recovery activities assisted with CDBG-DR funds due to 2016 Hurricanes Hermine and Matthew. The creation and maintenance of the public website is one component of HUD’s certification that DEO has proficient financial controls and procurement processes as required in the Register.

The Disaster Recovery Programs’ webpage will include links to action plans, action plan amendments, citizen participation requirements, and activity/program information for activities described in the action plan, including details of all contracts and ongoing procurement policies. It will also store every HUD Quarterly Performance Report (QPR), with information accounting for how funds are being used and managed.

Information pertaining to recovery from the 2016 Hurricanes Hermine and Matthew posted to the webpage includes, but is not limited, to program design and reporting, the citizen participation plan, procurement, executed CDBG-DR contracts, and their statuses. Program announcements and details of activities will also be posted on DEO's website on an ongoing basis along with program guidebooks and manuals in English and made available in other languages for limited English proficiency audiences, as applicable.

27. CONSULTATION

DEO has consulted directly with local governments, including, but not limited to, Brevard, Volusia, Pasco, and St. Johns counties. DEO has also consulted with Public Housing Authorities to develop and distribute a PHA disasterimpact survey to all Authorities in the FEMA disaster declared counties requesting information of storm-related damage and whether any residents were displaced due to the hurricane events. DEO also requested feedback on the storm-related damage from the Florida Housing Finance Corporation, the Florida Department of Children and Families, and the Florida Department of Health.

In addition, all stakeholders were invited to four stakeholder session webinars and slides were made available to interested parties. A Spanish-speaking interpreter was available at each session. The dates were:

- **Stakeholder Session 1** - CDBG-DR Overview of Requirements (3/9/2017)
- **Stakeholder Session 1 Repeat** - CDBG-DR Overview of Requirements (3/17/2017)
- **Stakeholder Session 2** - Impact and Unmet Needs Assessment (3/28/2017)
- **Stakeholder Session 3** - Draft Action Plan (4/7/2017)

The state published a notice in the Florida Administrative Register (FAR) on April 7, 2017, announcing the availability of the funding and the development of a draft Action Plan. The information was also emailed to all eligible local governments and posted to the Department's website. Comments from the public on the Action Plan were accepted from April 7, 2017 until April 21, 2017. A summary of public comments received, and the state's response to each comment, is included in Appendix Six. The state also collected attendee lists for each webinar.

LOCAL EFFORTS

Counties and other units of local government eligible to receive funds must coordinate to consider the needs of all municipalities (and Federally Recognized Indian Tribes) within the incorporated as well as unincorporated area of the county (and reservations contiguous to the county). Eligible units of government should also consult with local housing providers regarding funding for affordable rental housing needs related to the storms. Applicants for funding must provide DEO with documentation that all parties were allowed an opportunity to discuss unmet needs and the best use of the funding.

Applicants are required to conduct at least one public hearing or meeting to receive comments from residents of the community. Applicants will be required to post a public notice in a newspaper of general circulation and to their website, that states the types of projects to be undertaken, the source and amount of funding available for the activities, a date by which public comments must be made, and who to contact for a copy of the proposed application (i.e., name or office and telephone number). This notice, which must provide for a 10-day comment period, must be published prior to the submission of their application. A compilation of the public comments received must be included as an appendix to the application.

Additionally, applicants are required to conduct outreach to vulnerable populations and are required to have at least one outreach session in an area or areas targeting different special needs populations throughout the county or municipality to ensure best efforts to maximize community outreach are achieved and documented. Since certain areas throughout the state have bilingual and multi- lingual populations, there should be at least a Spanish translation of all relevant documentation available for the public. It would be helpful, if applicable, to have a Spanish translator available during public meetings. This could also be applicable for disabled individuals that may be hearing-impaired or blind.

Applicants for funding must allow their citizens access to grant information pursuant to Florida's Government in the Sunshine Law as well as federal requirements. Records should be made available for public inspection during normal business hours. In addition, if possible, information should be posted to websites. Upon request, information must be provided in a format accessible to persons with disabilities. Retention of records must meet existing public record requirements.

28. ACCESSIBILITY

The Action Plan was made available in English and Spanish, and was posted on the DEO website, which has embedded technology to provide accessibility to the visually impaired.

29. RECEIPT OF COMMENTS

DEO provided a 14 day timeframe for receiving public comments to the Action Plan and obtained comments via an email address published on the disaster recovery website.

30. SUBSTANTIAL AMENDMENT

DEO will engage citizens throughout the disaster recovery program to maximize the opportunity for input on proposed program changes that result in a substantial amendment. Program changes result in a substantial amendment when there is:

- a change in program benefit or eligibility criteria;
- the addition or deletion of an activity; or
- the allocation or reallocation of more than 10 percent of the original appropriation (approximately $5.8 million).

Citizens will be provided with no less than 14 days to review and provide comments on proposed substantial changes. A summary of all comments received will be included in the final Substantial Amendment submitted to HUD for approval.

DEO will notify HUD, but is not required to undertake public comment, when it makes any plan amendment that is not substantial. HUD will be notified at least five business days before the amendment becomes effective.

Every amendment to the action plan (substantial and non-substantial) will be numbered and posted on the DEO website.

31. SUMMARY OF PUBLIC COMMENTS

A summary of public comments submitted on the draft Action Plan, as well as DEO's response to each comment, are included in Appendix Six.

32. CONSISTENCY OF BUDGET

The combined activities are equal to or less than the total CDBG-DR amount available and amounts are consistent throughout the plan.

33. CITIZEN COMPLAINTS

The State of Florida will handle citizen complaints received by the state, its subrecipients, vendors, and/or other program sources by conducting:

1. Investigations as necessary;
2. Resolution; or
3. Follow-up actions.

The goal of the state is to provide an opportunity to resolve complaints in a timely manner, usually within 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:

1. A program eligibility determination;
2. A program assistance award calculation; and
3. 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, Bureau of Small Cities and Rural Communities
Florida Department of Economic Opportunity
107 East Madison Street
The Caldwell Building, MSC 160
Tallahassee, Florida 32399

If the complainant is not satisfied by the subrecipient determination or DEO response, 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.

34. CERTIFICATION AND RISK ANALYSIS DOCUMENTATION

The State of Florida DEO submitted the Certification and Risk Analysis Documentation to HUD on March 23, 2017, as required.

35. CDBG-DR CERTIFICATIONS

24 CFR 91.325 is waived. Each state receiving a direct allocation under this notice must make the following certifications with its Action Plan:

a. The grantee certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG program.

b. The grantee certifies its compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by part 87.

c. The grantee certifies that the action plan for Disaster Recovery is authorized under state and local law (as applicable) and that the grantee, and any entity or entities designated by the grantee, and any contractor, subrecipient, or designated public agency carrying out an activity with CDBG-DR funds, possess(es) the legal authority to carry out the program for which it is seeking to fund, in accordance with applicable HUD regulations and this notice. The grantee certifies that activities to be undertaken with funds under this notice are consistent with its action plan.

d. The grantee certifies that it will comply with the acquisition and relocation requirements of the URA, as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for in this notice.
e. The grantee certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C.1701u), and implementing regulations at 24 CFR part 135.
f. The grantee certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105 or 91.115, as applicable (except as provided for in notices providing and alternative requirements for this grant). Also, each UGLG receiving assistance from a state grantee must follow a detailed citizen participation plan that satisfies the requirements of 24 CFR 570.486 (except as provided for in notices providing waivers and alternative requirements for this grant).
g. Each state receiving a direct award under this notice certifies that it has consulted with affected UGLGs in counties designated in covered major disaster declarations in the non-entitlement, entitlement, and tribal areas of the state in determining the uses of funds, including the method of distribution of funding, or activities carried out directly by the state.

h. The grantee certifies that it is complying with each of the following criteria:

1. Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing and economic revitalization in the Most Impacted and Distressed areas for which the President declared a major disaster in 2016 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5121 et seq.) but prior to September 29, 2016.

2. With respect to activities expected to be assisted with CDBG-DR funds, the Action Plan has been developed so as to give the maximum feasible priority to activities that will benefit low- and moderate-income families.

3. The aggregate use of CDBG-DR funds shall principally benefit low- and moderate income families in a manner that ensures that at least 70 percent (or another percentage permitted by HUD in a waiver published in an applicable Federal Register notice) of the grant amount is expended for activities that benefit such persons.

4. The grantee will not attempt to recover any capital costs of public improvements assisted with CDBG-DR grant funds, by assessing any amount against properties owned and occupied by persons of low- and moderate- income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:

(a) Disaster recovery grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or

(b) For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (a).

i. The grantee certifies that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601–3619) and implementing regulations, and that it will affirmatively further fair housing.

j. The grantee certifies that it has adopted and is enforcing the following policies, and, in addition, states receiving a direct award must certify that they will require UGLGs that receive grant funds to certify that they have adopted and are enforcing:

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 that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

k. The grantee certifies that it has adopted and is enforcing the following policies, and, in addition, states receiving a direct award must certify that they will require UGLGs that receive grant funds to certify that they have adopted and are enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent 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 that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

l. The grantee certifies that it (and any subrecipient or administering entity) currently has or will develop and maintain the capacity to carry out disaster recovery activities in a timely manner and that the grantee has reviewed the requirements of this notice and requirements of the Appropriations Act applicable to funds allocated by this notice, and certifies to the accuracy of its certification documentation referenced at A.1.a. under section VI and its risk analysis document referenced at A.1.b. under section VI.

m. The grantee certifies that it will not use CDBG-DR funds for any activity in an area identified as flood prone for land use or hazard mitigation planning purposes by the state, local, or tribal government or delineated as a Special Flood Hazard Area in FEMA's most current flood advisory maps, unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain, in accordance with Executive Order 11988 and 24 CFR part 55. The relevant data source for this provision is the state, local, and tribal government land use regulations and hazard mitigation plans and the latest issued FEMA data or guidance, which includes advisory data (such as Advisory Base Flood Elevations) or preliminary and final Flood Insurance Rate Maps.

n. The grantee certifies that its activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, J, K, and R.

o. The grantee certifies that it and all subrecipients will comply with environmental requirements at 24 CFR part 58 and Section 582 of the NFIP.

p. The grantee certifies that it will comply with applicable laws.

The Florida Department of Economic Opportunity (DEO) hereby certifies to the above, as authorized by the Chief Executive Officer:

Signature: *Signed version submitted to HUD*

36. SF-424

DEO submits this Action Plan to HUD along with a completed and executed Federal Form SF-424.

CONCLUSION

37. COMPLETE AND COMPLIANT

This Plan will be reviewed for completeness and compliance by HUD as part of the approval process.

38. PRE-AWARD, PRE-AGREEMENT, AND REIMBURSEMENT

The provisions of 24 CFR 570.489(b) and 570.200 (h) permits a state to reimburse itself for otherwise allowable costs incurred by itself or its recipients sub grantees or sub recipients on or after the incident of the covered disaster. The provisions at 24 CFR
570.200(h) and 570.489(b) apply to grantees reimbursing costs incurred by itself or its recipients or subrecipients prior to the execution of a grant agreement with HUD. This includes but is not limited to activities supporting program development, action plan development and stakeholder involvement support, and other qualifying eligible costs incurred in response to an eligible disaster covered under Public Law 114-254.

Florida's Department of Economic Opportunity (DEO) incurred pre-award costs and is seeking reimbursement for these costs that are reasonable and allowable under this regulation. The Department intends to recover the pre-award costs consistent with the authority cited in this section. These costs include the cost for salary, employer fringe benefits, and direct operating cost for each employee based on their individual percentage of time spent on the planning of the CDBG-DR program during a pay period. Any cost associated with the disaster recovery efforts will be allocated based on the total time spent on CDBG-DR activities versus other duties for a particular month. The total cost of the contractors to prepare the Action Plan and Unmet Needs Assessment and other costs associated with its preparation, meetings, community outreach, and any other direct costs associated with the Action Plan will be reimbursed by this CDBG-DR grant. Additionally, once contracted, DEO may allow the drawdown of pre-agreement costs associated with eligible disaster recovery activities dating back to the date of the disaster(s) for subrecipients and DEO with appropriate documentation.

39. UNIFORM RELOCATION ACT

HUD requires DEO to define what would constitute a housing unit "not suitable for rehabilitation. In addition, HUD requires DEO to define "demonstrable hardship" and how it applies to Applicants.

DEO defines "not suitable for rehabilitation" as one of the three following definitions (1, 2, or 3):

1. Residential properties that have experienced repetitive losses under FEMA's National Flood Insurance Program (NFIP).

2. Dwellings that are considered substandard and do not meet the recovery program's housing rehabilitation standards and/or federal, state, local code requirements shall not be deemed suitable for rehabilitation, as determined by the program and consistent with program guidelines. The determination may be established based on the calculation that the cost of rehabilitation exceeds 70 percent of the market value for the property or that the property is deemed a blighted structure consistent with state or local ordinance; in which case the property would be a candidate for demolition and/or reconstruction and not subject to one-for-one replacement.

3. A "blighted structure" is any structure unfit for use, habitation, or dangerous to persons or other property. In addition, a structure is blighted when it exhibits objectively determinable signs of deterioration sufficient to constitute a risk to human health, safety, and public welfare. This includes structures showing evidence of physical decay or neglect, or lack of maintenance. Characteristics may also include any nuisance conditions including but not limited to:

   Any "Nuisance" as defined by law, or:

   a. Physical conditions. Examples of these include, but are not limited to, old, dilapidated, abandoned: scrap or metal, paper, building materials and equipment, bottles, glass, appliances, furniture, rags, rubber, motor vehicles, and parts thereof; or

b. Physical conditions posing fire hazards,

c. Physical conditions posing a hazard. Examples include, but are not limited to dead or damaged trees.

d. Unsanitary conditions or anything offensive to the senses or dangerous to health. Examples of these include, but are not limited to, the emission of odors, sewage, human waste, liquids, gases, dust, smoke, vibration or noise, or whatever may render air, food, or drink detrimental to the health of human beings;

e. Any residential property that poses a public nuisance, which may be detrimental to health or safety, whether in a building, on the premises of a building, or upon an unoccupied lot. Examples of these items include, but are not limited to: abandoned wells, shafts, basements, excavations, unclean swimming pools or spas, abandoned iceboxes, refrigerators, motor vehicles, and any structurally unsound fences or structures, lumber, trash, fences, or debris which may prove a hazard for inquisitive minors;

DEO will define “demonstrable hardship” as exceptions to program policies for applicants who demonstrate undue hardship. Applicants in this situation will be reviewed on a case by case basis to determine whether assistance is required to alleviate such hardship. Demonstrable hardship may include, but is not limited to, excessive amounts of debt due to a natural disaster, prolonged job loss, substantial reduction to household income, death of a family member, unexpected and extraordinary medical bills, disability, etc.

40. DEADLINES

See Expenditure and Projections attached to this Plan.

41. MOST IMPACTED AND DISTRESSED

The program budget reflects the 80 percent allocation to the HUD-identified Most Impacted and Distressed area.

42. DISASTER RECOVERY PROGRAM IMPLEMENTATION

A copy of the Florida Disaster Recovery Program Implementation Timeline will be posted to DEO’s website at the following location: www.floridajobs.org/CDBG-DR. Copies of the timeline will be e-mailed to eligible local governments simultaneous with its posting to the DEO website. The timeline, which is approximate and subject to revision, will include such information as the date the boilerplate Local Government Application for Funding will be posted to the website; the date of the Disaster Recovery Application Workshop, etc. A copy of the application workshop agenda will also be posted to the website after it has been finalized.

43. LOCAL GOVERNMENT APPLICATION FOR FUNDING

Eligible UGLG will be able to download a boilerplate copy of the application for funding and National Objective after it is posted to DEO’s Internet website at the following location: www.floridajobs.org/CDBG-DR.

44. CITIZEN PARTICIPATION AND APPLICATIONS FOR ASSISTANCE

Local governments are responsible for notifying citizens of planned or proposed disaster recovery activities and for obtaining citizen input in accordance with their Citizen Participation Plan. Citizens must apply for assistance through their local government. All beneficiaries applying for direct assistance must qualify as low to moderate income as defined by the U.S. Department of Housing and Urban Development. Citizens can access the data via the HUD User Internet website at the following location: https;//www.huduser.gov/portal/datasets/il.html.

APPENDICES AND SUPPORTING DOCUMENTS

APPENDIX 6: RESPONSE TO PUBLIC COMMENT
ST. JOHNS COUNTY

Comment:
On 4/13/2017, St. Johns County submitted Document 1, Attachment A, titled St. Johns County CDBG-DR DEO White Paper presenting subsequent data related to several Figures and Tables provided in the Unmet Needs Assessment as well as summary of unmet needs for Hurricane Matthew related housing, economic development and infrastructure projects.

Response:
DEO has reviewed and considered all data provided by St. Johns County in Document 1 and has updated the Unmet Needs Assessment portion of the Action Plan where applicable. Also, DEO encourages the county to package projects during the application period for DEO to review for eligibility and consistency with the Federal Register Notice and CDBG-DR regulations. Those projects deemed eligible will be funded through subgrant agreements. Proposed projects must meet the thresholds outlined in Section 16 of the Action Plan and will be weighted and ranked in accordance with the criteria in Section 16.

Comment:
On 4/13/2017, St. Johns County submitted Document 2, Attachment B, titled USDA Designates 4 Counties in Florida as Primary Natural Disaster Areas.

Response:
DEO has reviewed and considered all data provided in Document 2 regarding St. Johns County as one of the primary natural disaster areas due to Hurricane Matthew and has added this information to the Unmet Needs Assessment.

Comment:
On 4/13/2017, St. Johns County submitted Document 3, Attachment C, titled Preliminary Report on Crop Losses Due to Hurricane Matthew in St. Johns County.

Response:
DEO has reviewed and considered all data provided in Document 3 identifying estimated damage from Hurricane Matthew to be at least $1.4 million in St. Johns County. USDA crop indemnity data does not show crop losses in St. Johns County through December 2016. As such, while the Unmet Needs figures on crop damage utilize USDA indemnity reports, the information provided by St. Johns has been added to the description of need. DEO may continue to monitor changes reported by USDA and has included the County's data in the public comment record.

Comment:
On 4/13/2017, St. Johns County submitted Document 4, Attachment D, titled 2017 Qualified Census Tracts.

Response:
DEO has reviewed the data provided in Document 4 regarding 2014 LMI area data by block group in relation to fire stations and encourages the county to package projects during the application period for DEO to review for eligibility and consistency with the Federal Register Notice and CDBG-DR regulations. Those projects deemed eligible will be funded through subgrant agreements. Proposed projects must meet the thresholds outlined in Section 16 of the Action Plan and will be weighted and ranked in accordance with the criteria in Section 16.

Comment:
On 4/13/2017, St. Johns County submitted Document 5, Attachment E, titled Hurricane Matthew HMGP Ranked Project List -2017.

Response:
DEO has reviewed the data provided in Document 5 regarding Hurricane Matthew HMGP Ranked Project List and encourages the county to package projects during the application period for DEO to review for eligibility and consistency with the Federal Register Notice and CDBG-DR regulations. Those projects deemed eligible will be funded through subgrant agreements. Proposed projects must meet the thresholds outlined in Section 16 of the Action Plan and will be weighted and ranked in accordance with the criteria in Section 16.

Comment:
On 4/13/2017, St. Johns County submitted Document 6, Attachment F, titled St. Johns County Dune Restoration.

Response:
DEO has reviewed the data provided in Document 6 regarding 2014 LMI area data by block group in relation to dune restoration and encourages the county to package projects during the application period for DEO to review for eligibility and consistency with the Federal Register Notice and CDBG-DR regulations. Those projects deemed eligible will be funded through subgrant agreements. Proposed projects must meet the thresholds outlined in Section 16 of the Action Plan and will be weighted and ranked in accordance with the criteria in Section 16.

Comment:
On 4/13/2017, St. Johns County submitted Document 7, Attachment G, titled St. Johns County Florida Recommendation For
Funding To The Department Economic Opportunity, Florida for the Use Of CDBG-
Disaster Funds.

Response:
DEO has reviewed the data provided in Document 7 regarding the proposed application for subgrantee funding and appreciates the County's input on the application process.

Comment:
On 4/20/2017, St. Johns County submitted Document 8, Attachment H, providing additional information and updated data to Document 1 titled St. Johns County CDBG-DR DEO White Paper presenting subsequent data related to several Figures and Tables provided in the Unmet Needs Assessment as well as summary of unmet needs for Hurricane Matthew related housing, economic development and infrastructure projects.

Response:
DEO has reviewed and considered all data provided by St. Johns County in Document 8 and has updated the Unmet Needs Assessment portion of the Action Plan in Table 12 [*previously located in Table 11*] with a mixture of data from FEMA Applicant level data and FEMA online data. Information on local shelter figures has been added to the applicable section. Also, DEO encourages the county to package projects during the application period for DEO to review for eligibility and consistency with the Federal Register Notice and CDBG-DR regulations.

Additionally, the feedback from the County regarding the extent of need in the infrastructure sector supported the budget breakout in the Method of Distribution for approximately $15.5 million available for eligible infrastructure project applications in the County.

Comment:
On 4/20/2017, via St. Johns County: 1. "On page 88 [*now located on page 67*] of the State Action Plan it states; "DEO will ensure, as is required and identified in the Federal Register, that at least 70 percent of the entire CDBG Disaster Recovery grant award will be used for activities that benefit low and moderate-income persons." Question 1: If all projects that can benefit LMI have been funded and the 70% cannot be met, will the state consider a waiver to HUD to lower the LMI to 50.01%?"

Response:
DEO has reviewed and considered the question submitted by St. Johns County. The aggregate use of CDBG-DR funds shall principally benefit low-and moderate income families in a manner that ensures that at least 70 percent of the state's grant amount is expended for activities that benefit such persons. DEO may consider a waiver for approval from HUD if all needs that meet this threshold in all eligible communities have been met.

Comment:
On 4/20/2017, via St. Johns County: 2. “The State Action Plan says that the Minimum Award for a single project will be $750,000. Question 2: Is the $750,000 the minimum amount that the state will provide any one subrecipient or is that the minimum amount for a single project requested for funding. For example, if St. Johns County has a particular project that is consistent with the priorities of this allocation and benefits the LMI population but costs less than $750,000, can the project be considered as a special request or coupled with other projects that are less than $750,000 to meet the minimum dollar requirement?”

Response:
The $750,000 minimum applies to subrecipients and projects. The County may submit a smaller project to DEO for consideration as a special request, but is encouraged to couple the project with a similar project (for beneficiary population and activity type) to ensure effective use of grant funds. In the competitive allocation (20%), the minimum and maximum cumulatively apply to one county so that DEO may ensure that the funding is distributed throughout the impacted area.

Comment:
On 4/20/2017, via St. Johns County: 3. “On page 91 [*now located on page 71*] of the States Action Plan, it states: “The county designated by HUD to be the Most Impacted and Distressed will be allocated 80 percent of Florida’s CDBG-DR Allocation from HUD. If more than one county is designated as being Most Impacted and Distressed, the 80 percent will be further allocated in equal portions to those determined by HUD to be designated counties.” Question 3: With this data support, will DEO recommend the original direction stated in the applicable Federal Register by HUD be followed? In accordance to the Federal Register Volume
82, Number 11 dated January 18, 2017, St. Johns County was the only County listed as meeting HUD criteria as the most impacted county. This designation provided a specific set-aside for St. Johns County of $46,881,600. While the state has received damage reports from many counties, at this time St. Johns County strongly supports moving forward as documented in the existing Federal Register. The County would not want the process to be slowed and recovery delayed by such a shift when data supports the original assessment as accurate in its intent. The County has projects that are shovel-ready to be moved forward as soon as the CDBG DR funds are made available to the County.”

Response:
DEO has reviewed and considered the question submitted by St. Johns County. The Federal Register requires that “Each grantee must develop a needs assessment to understand the type and location of community needs and to target limited resources to those areas with the greatest need. Grantees receiving an award under this notice must conduct a needs assessment to inform the allocation of CDBG–DR resources.”

The state may continue to review Unmet Needs data to assess whether additional county areas demonstrate sufficient need to warrant proposal to HUD for inclusion in the 80 percent MID allocation. Should such a proposal be made by DEO and approved by HUD, the Action Plan would be amended through the substantial amendment process. If more than one county is designated as being Most Impacted and Distressed, the 80 percent will be further allocated as described in the substantial amendment.

Comment:
On 4/20/2017, via St. Johns County: 4. “On page 101 [*now located on page 82*] of DEO’s Action Plan, it discusses the eligibility of the reimbursement of pre-award costs in accordance to the Federal Regulation. It then further clarifies by stating: “Florida’s Department of Economic Opportunity (DEO) incurred pre-award costs and is seeking reimbursement for these costs that are reasonable and allowable under this regulation.” Question 4: Because St. Johns County has incurred costs to be ready to implement this program, will the DEO consider the addition of language to include “Florida’s Department of Economic Opportunity (DEO) and St. Johns County incurred……?””

Response:
DEO has clarified the Action Plan to state that once contracted, DEO may allow the drawdown of pre-agreement costs associated with eligible disaster recovery activities dating back to the date of the disaster(s) for subrecipients and DEO with appropriate documentation. State and local administration are capped at 5% in aggregate by federal regulations. DEO may provide additional guidance to jurisdictions through the application process regarding the amount of administrative funds available to awardees. Eligible project delivery costs are presumed included in the grant award amounts, as applicable.

FLAGLER COUNTY

Comment:
On 4/17/2017, via Flagler County: 1. "The County states that Unmet Needs Table 8 [*now located in Table 9, page 24*], page 24- "Flagler County did operate 3 shelters but our numbers were much higher than what is currently in the table. At our highest count we had 1,853 people in our shelters…waiting on a number from our School Board for the Total Sheltered (All Days) … our max sheltered was 1,853 not 201.""

Response:
DEO has reviewed and considered data provided by Flagler County and has updated the Unmet Needs Assessment regarding shelters where applicable. The table on shelters utilizes data provided by the Florida Division of Emergency Management at a certain point in time, which may reflect a lower number of sheltered populations than information from local data sources. The information from Flagler County has been included in the description of need regarding shelters.

Comment:
On 4/17/2017, via Flagler County: 2. "Page 36 [*now located on page 26*]- There is a sentence that reads 'Inspection rates were higher for Hurricane Hermine and Hurricane Matthew.' Is it supposed to say 'higher for Hurricane Hermine than Hurricane Matthew'?"

Response:
Yes, DEO has clarified the language to reflect that inspection rates were higher for Hurricane Hermine than Hurricane Matthew.

Comment:
On 4/17/2017, via Flagler County: 3. "Page 51 [*now located on page 38*]- end of the first paragraph under the Public Assistance heading… The State of Florida generally contributes 12.5% and the local jurisdictions contribute the other 12.5% to make up the25% cost share."

Response:
DEO has reviewed and has clarified this portion of the Unmet Needs Assessment.

Comment:
On 4/17/2017, via Flagler County: 4. "Page 56 [*now located on page 43*]-HMGP & Resilience- Florida is an Enhanced State so we receive 20% of the total IA, PA AND SBA towards our HMGP allocation. I know that there are still some data limitations in regard to calculating the amount of HMGP available, but the Notice of Funding Available (NOFA) has been out on FDEM's website for both Matthew and Hermine since late January and late February, respectively. The NOFA contains 90-day estimates from FEMA on available HMGP. Matthew's 90-day estimate is 30,007,575 federal and Hermine is $6,783,319 federal. This is a SIGNIFICANT difference from what's written in this section and it also fails to include SBA. More info can be pulled from the NOFAs found here- http://www.floridadisaster.org/Mitigation/Hazard/currentdisasterdeclarations.htm#matthew

Response:
DEO has reviewed and considered data provided by Flagler County and has updated the Unmet Needs Assessment where applicable.

Comment:
On 4/17/2017, via Flagler County: 5. "Page 83 [*now located on page 62*] states at the beginning of the 2nd paragraph under #7, "DEO reviewed the Florida Emergency Management Action Plan (EMAP) in consideration of the state level Recovery process." I've never heard of this EMAP. To emergency managers, EMAP is actually an accreditation program. Is this action plan something that is related to the state's Comprehensive Emergency Management Plan (CEMP)? The state CEMP has a recovery annex and I was able to find a 2008 version of a State Recovery Plan, but nothing referencing the Florida Emergency Management Action Plan."

Response:
DEO reviewed the State of Florida Division of Emergency Management Recovery Plan, Recovery Annex to the state Comprehensive Emergency Management Plan, 2013 version. The language in the Action Plan has been clarified accordingly.

CITRUS COUNTY

Comment:
On 4/20/2017, via Citrus County: 1. “We would like to impress the importance of distributing CDBG-DR funds equally and equitably across all Counties listed on both Declarations (Hermine & Matthew). Awarding 80% of the total funds to St. Johns County due to HUD identifying it as the County with the “most impacted and distressed area” will leave 19 Counties with approximately $3,000,000 in funds to apply for, and with a minimum application threshold of $750,000, only four (4) Counties at the most will have an opportunity to receive this funding. FEMA fairly allocated Disaster funding by a percentage of damage estimates reported by each County listed on the Declarations. We strongly recommend that funds be distributed in a fair manner, understanding that these Counties were listed on the Declarations for a reason and that substantial damage was reported to FEMA by most of them. Citrus County residents living in the unincorporated areas of Homosassa and Crystal River received flood damage to their homes and many are still displaced. This funding opportunity may give us an avenue for helping these residents restore their homes and their lives. Thank you for the opportunity to comment.”

Response:
DEO has reviewed and considered the comment submitted by Citrus County. As required by the Federal Registers, Vol. 81, No. 224, Monday, November 21, 2016, and Vol. 82, No.11, Wednesday, January 18, 2017, DEO will use 80 percent of the allocation to address unmet needs within the HUD-identified ‘Most Impacted and Distressed’ (MID) areas. This 80 percent MID area is currently limited by HUD to St. Johns County and the jurisdictions within the county. The state may continue to review Unmet Needs data to assess whether additional county areas demonstrate sufficient need to warrant proposal to HUD for inclusion in the 80 percent MID allocation. Should such a proposal be made by DEO and approved by HUD, the Action Plan would be amended through the substantial amendment process.

VOLUSIA COUNTY

Comment:
On 4/20/2017, via Volusia County: 1. “The $3,000,000 maximum award per applicant set forth in the Draft Action Plan is not sufficient to address the unmet need in Volusia County.

a. The Draft Action Plan identified the total FEMA Real Property Verified Loss in Volusia County to be $3,130,060. The verified loss is only looking at the 6,058 residents that applied and were inspected by FEMA. Of those inspected, 85.51% had verified loss. Of those with verified loss, only 1,587 received repair assistance. According to the data presented, 2,842 applicants with verified loss did not receive assistance and another 6,968 that applied for assistance were not inspected. If a similar damaged rate of 85.51% is true of uninspected properties, Volusia County has a large gap of unmet needs to address regarding real property loss.

b. As demonstrated in the Draft Action Plan, the damage to mobile homes in Volusia County due to Hurricane Matthew is extensive. There were 2,327 mobile homes with FEMA verified loss in Volusia County, this accounts for 46% of the mobile homes with FEMA verified damage statewide. The real property verified loss of mobile homes in Volusia County is $2,808,673, which is more than double the verified mobile home loss in St. Johns County. The data mentioned above only includes verified loss, and actual damage in Volusia County may be much higher.

c. As stated on page 42 [*now located on page 30*] of the Draft Action Plan, mobile homes can be difficult to repair; cost may be disproportionately high compared to the overall structure. In addition to having a high number of mobile homes with verified loss, Volusia County is shown to have 81.64% of housing units built prior to 2000. Mobile homes built prior to 1994 are not insurable and cannot be repaired. The inability to repair some mobile homes may make a replacement or buyout approach the most effective strategy for Volusia County. A replacement or buyout program could be advantageous to residents, but it will likely be costly to implement. The costs associated with the replacement of damaged mobile homes is expected to be much higher than the verified loss of $2,808,673.

Response:
DEO has reviewed and considered the comment submitted by Volusia County and has clarified that repair and/or replacement of mobile homes is an eligible activity. Additionally, the method to determine unmet housing need utilizes a multiplier to account for the potential unmet need of FEMA applicants who did not receive assistance and understands that unmet need may extend beyond the universe of FEMA applicants.

The state duly notes the County's comment regarding need in excess of available funding, and the County's comment shall be made part of the public record submitted to HUD for review.

Comment:
On 4/20/2017, via Volusia County: 2. Volusia County requests a waiver of the 20% funding limitation for "other most impacted and distressed areas," implemented by HUD

a. Based on the data and unmet needs presented in the Draft Action Plan it is not evident how $44,537,520 could be spent to address unmet housing needs related to Hurricane Matthew and Hermine in St. Johns County alone.

b. The Draft Action Plan identifies several areas with extensive damage and unmet needs, including Volusia County. Dividing 20% of the statewide CDBG-DR funding between all the "other most impacted and distressed areas," will not sufficiently address unmet needs.

Response:
DEO has reviewed and considered the comment submitted by Volusia County. As required by the Federal Registers, Vol.
81, No. 224, Monday, November 21, 2016, and Vol. 82, No.11, Wednesday, January 18, 2017, DEO will use 80 percent of the allocation to address unmet needs within the HUD-identified 'Most Impacted and Distressed' (MID) areas. This 80 percent MID area is currently limited by HUD to St. Johns County and the jurisdictions within the county.

The state may continue to review Unmet Needs data to assess whether additional county areas demonstrate sufficient need to warrant proposal to HUD for inclusion in the 80 percent MID allocation. The state duly notes the County's comment regarding need in excess of available funding, and the County's comment shall be made part of the public record submitted to HUD for review.

Comment:
On 4/20/2017, via Volusia County: 3. "Volusia County disagrees with the contract methodology set forth in the Draft Action Plan and is requesting a waiver of contract methodology.

a. The Draft Action Plan indicates that counties would only be eligible to apply for assistance for unincorporated areas, and jurisdictions within each county would be responsible for submitting their own application and implementing their own CDBG-DR housing program. There are 16 jurisdictions within Volusia County. If every city and the county applied for assistance, limited to the $750,000 minimum and $3,000,000 maximum, there could be $12,000,000 to $51,000,000 in applications received from one county. It would be unlikely that all programs could be funded; this would result in a significant impact of unmet needs in some jurisdictions.

b. We are proposing that a methodology similar to what is used for the regular CDBG Entitlement Program be used to ensure programmatic compliance and to ensure unmet needs can be addressed in all jurisdictions effectively and equitably. As a Federal entitlement community, we currently have signed cooperation agreements with 11 jurisdictions in Volusia County. There are five jurisdictions that are not part of Volusia County's entitlement area. Daytona Beach, Port Orange, and Deltona are entitlement communities. Ponce Inlet and Oak Hill have elected not to participate in the entitlement community. The cooperation agreements allow HUD to use the populations of the participating jurisdictions in determining the CDBG allocation. In turn, we administer the CDBG program and provide a certain allocation to each of the cities. The cities are not allowed administration funds and are provided funding on a reimbursement basis for eligible CDBG activities within their city limits. Therefore, the service area for Volusia County's CDBG entitlement includes unincorporated County and the city limits of the participating jurisdictions. Volusia County has received CDBG funds for over 25 years, partnering with jurisdictions and providing successful oversight to participating jurisdictions with no significant findings.

c. Participating jurisdictions are not experienced in applying for or implementing CDBG eligible projects. Some jurisdictions would not have the capacity to apply for or regulatory implement CDBG eligible activities, specifically related to housing. A lack of capacity may prohibit jurisdictions from applying; therefore, these residents would be excluded from receiving assistance.

d. If every jurisdiction were to implement a unique housing program, they could all differ slightly. Varying assistance caps, types of assistance provided and procurement methodologies could cause confusion and frustrations among applicants to programs. These differences could result in negative political ramifications among Units of General Local Government.

e. Reviewing and implementing one application from the Volusia County Entitlement Community would save administrative time and funds for DEO, allowing more to be allocated to direct services.

f. Volusia County has reached out to the 11 participating jurisdictions of the entitlement community. Of the responses received, none of the cities had been involved in or made aware of the availability of funds, the stakeholde sessions, or the public comment period of the Draft Action Plan. If the intent is to have jurisdictions apply directly to DEO, jurisdictions should have been adequately notified and involved in the planning process and given an opportunity to provide feedback."

Response:
DEO has reviewed and considered the comment submitted by Volusia County and has changed the contracting requirements outlined in the initial draft of the Action Plan. The revised language allows non-entitlement jurisdictions to submit applications through their county government so long as both parties enter a formal agreement to do so. DEO understands that some local governments have limited capacity for managing grants and appreciates Volusia County proposing a solution. Additionally, DEO has clarified that in the competitive allocation (20%), the minimum and maximum cumulatively apply to one county so that DEO may ensure that the funding is distributed throughout the impacted area.

Comment:
On 4/20/2017, via Volusia County: 4. "Volusia County disagrees with housing assistance caps being set for residential rehabilitation or reconstruction.

a. The Draft Action Plan does not indicate what assistance caps will be, but it does state that DEO will determine caps. It would be more appropriate for each applicant to identify an assistance cap for their specific service. Needs differ greatly, evident by the number of mobile homes and age of housing stock in Volusia County shown in the plan. If Volusia County is able to address the unmet needs gap of mobile home owners, the costs of a replacement or buyout program will differ greatly from traditional homeowner rehabilitation or reconstruction. The plan does allow for waivers to be granted in special circumstance; however, it would be ideal to review each applicants request individually rather than implementing a statewide minimum or maximum assistance level."

Response:
DEO has reviewed and considered the comment submitted by Volusia County. DEO is required by HUD to publish "the maximum amount of assistance available to a beneficiary under each of the grantee's disaster recovery programs" to ensure reasonable use of grant dollars. Subrecipients may establish housing assistance caps for their rehabilitation or reconstruction programs equal to or less than DEO's housing assistance caps. A waiver request may be submitted to DEO if the subrecipient seeks to set housing assistance caps that exceed DEO's housing assistance caps. DEO will evaluate each housing assistance waiver request for cost effectiveness.

Comment:
On 4/20/2017, via Volusia County: 5. "Half of the 5% administration allowed by HUD will not be sufficient to administer a housing related program for two years.

a. The Draft Action Plan does not state what amount, if any, in administration funds may be retained by each applicant implementing a CDBG-DR activity, however it does affirm that DEO does intend to retain administrative funds. HUD is allowing 5% of the allocation to be used for administration. If applicants are allotted half of the available administration funds, 2.5%, it will be difficult to implement an effective housing program for two years with such limited funds."

Response:
DEO has reviewed and considered the question submitted by Volusia County. State and local administration are capped at
5% in aggregate by federal regulations and the cap cannot be waived by HUD. The state may provide additional guidance to jurisdictions through the application process regarding the amount of administrative funds available to awardees. Eligible project delivery costs are presumed included in the grant award amounts, as applicable.

CITY OF ST. AUGUSTINE

Comment:
On 4/21/2017, via the City of St. Augustine: 1. “Appendix 2: 2016 Populations by LMI for IA Declared Counties starting on page 65 does not include a map of St. Johns County.”

Response:
The LMI map for St. Johns County is in page 18 of the document.

Comment:
On 4/21/2017, via the City of St. Augustine: 2. “Tables 23 through 26 [*now located in Tables 24 through 27*] show the totals projections for each PA category. Can you confirm that the totals for St. Johns County include the data… sent for the City of St. Augustine? Our category totals are not yet in the FloridaPA.org system, so the spreadsheet that I sent to you would need to be “manually” added to the data if it hasn’t been already.”

Response:
The Unmet Needs Assessment utilizes statewide data at a certain point in time to ensure consistency in comparison between jurisdictions. However, locally supplied data is important and additional impact supported by the data may inform the Unmet Need narrative and will be attached to the public record and submitted to HUD for review.

Comment:
On 4/21/2017, City the St. Augustine submitted Document 1, Attachment I, titled City of St. Augustine Capital Improvement Plan FY 201-2021. “As an addition to what the County submitted, I would like to send you excerpts from the City’s approved Capital Improvement Plan for FY 2017-2021.

These projects are as follows:

1) King Street Drainage and Electric Undergrounding: A map of the area is also included.
2) Downtown Drainage Improvement: This project is ranked first on the County’s HMGP and we are currently working on the application for that funding. The project is expected to exceed our initial expectation and will be approximately $6,500,000. That application can be sent to you if needed.
3) Davis Shores Backflow Prevention: This project was also included in our legislative ask for the current year.
4) Neighborhood Drainage Improvements
5) West Augustine Sewer: A full West Augustine Water and Sewer Master Plan has been completed and I can submit that to you if needed.”

Response:
DEO has reviewed the data provided and encourages the St. Augustine to package projects during the application period for DEO to review for eligibility and consistency with the Federal Register Notice and CDBG-DR regulations. Those projects deemed eligible will be funded through subgrant agreements. Proposed projects must meet the thresholds outlined in Section 16 of the Action Plan and will be weighted and ranked in accordance with the criteria in Section 16.

EMERGENCY MANAGEMENT PLANNING CONSULTANT

Comment:
On 4/21/2017, via Planning Consultant: 1. “References to the Florida Division of Emergency Management – there are several references to the “Department” of Emergency Management in the document.”

Response:
DEO appreciates this feedback and has made the appropriate edits.

Comment:
On 4/21/2017, via Planning Consultant: “Mitigation funding – as an Enhanced Plan state, Florida receives additional federal Hazard Mitigation Grant Program (HMGP) Funding from the Federal Emergency Management Agency. The Division of Emergency Management has released the Notices of Funding Opportunity for the HMGP funds available to eligible applicants for Hurricanes Hermine and Matthew – the Action Plan document needs to be revised to more accurately reflect these funding levels.”

Response:
DEO appreciates the feedback provided by the Emergency Management Planning Consultant and has updated the Unmet Needs Assessment where applicable.

Comment:
On 4/21/2017, via Planning Consultant: 2. “Many of the federal disaster grant programs funding levels identified in the document as indices of impact may have increased dramatically since the 3/27/17 data sets identified in the document – particularly the Public Assistance data for Hurricane Matthew – the document should reflect the most current data readily available.”

Response:
The Unmet Needs Assessment utilizes statewide data at a certain point in time to ensure consistency in comparison between jurisdictions. However additional impact supported by the data may inform the Unmet Need narrative and will be attached to the public record and submitted to HUD for review.

Comment:
On 4/21/2017, via Planning Consultant: 3. “The Planning and Coordination Section (Section 7) appearing on pages 83-84 [*now located on pages 62-63*] appears to confuse/combine Emergency Management planning terms. Florida has a state Comprehensive Emergency Management Plan (CEMP) adopted by Administrative Rule 27P-2, Florida Administrative Code. The 2014 state CEMP is the latest version adopted by rule. The draft CDBG-DR Action Plan document references an Emergency Management Action Plan, which is not referenced in Florida statutes or administrative rules. The acronym “EMAP” in Florida refers to the national Emergency Management Accreditation Program, which is a voluntary program for credentialing emergency management programs. This section needs to be re-written or significantly clarified with citations and access to the specific documents referenced. In addition, this section references a DEM Strategic Plan created in 2013 which references a Business Plan as a supporting document. The current Business Plan for DEM is not referenced or available on line and may not be current. Finally, the section references an Incident Action Plan (IAP) which, in general terms, is an Emergency Management term for the plan guiding “operational” activities for a specific time-period during Emergency Operations Center activations. There is no “IAP” for recovery planning activities.”

Response:
DEO reviewed the State of Florida Division of Emergency Management Recovery Plan, Recovery Annex to the state Comprehensive Emergency Management Plan, 2013 version. The language in the Action Plan has been clarified accordingly.

Comment:
On 4/21/2017, via Planning Consultant: 4. “Given the deficiencies of the Planning and Coordination Section, the statement “Due to the strength of the existing planning tools available, the state does not anticipate pursuing additional disaster recovery and response planning activities at this time.” – should be carefully re-evaluated. Additionally, planning activities at the local level should be included as an eligible activity. Although the Action Plan references Post Disaster Redevelopment Plans and related guidance documents, funding to pursue these planning initiatives has not been available to local governments for several years.”

Response:
Planning activities are eligible activities in the Action Plan.

Comment:
On 4/21/2017, via Planning Consultant: 5. “The draft Planning and Coordination section closes with a reference to 11 Regional Planning Councils (RPCs) in Florida – there are now 10 RPCs, not all of which serve the impact areas for Hurricanes Hermine and Matthew.”

Response:
DEO appreciates the feedback provided by the Emergency Management Planning Consultant and has updated the Unmet Needs Assessment where applicable.

PASCO COUNTY

Comment:
On 4/21/20217, via Pasco County: 1. “Pasco County is concerned that Docket FR-6012-N-01 references St. Johns County as the only “most impacted and distressed” area of Florida, allocating all of the 80% funding for this category to this one county when Pasco County should have been considered as one of the most impacted and distressed counties as well as it meets the criteria for CDBG better than St. Johns County. A large portion of Pasco County, especially the areas hardest impacted by Hurricane Hermine, fall into the category of Low and moderate income.

a. Page 8 [*now located on page 7*] of the State of Florida Action Plan for Disaster recovery HUD/CDBG program for Hermine and Matthew, it states “in order to ensure that funds assist the most impacted areas, 80 percent of the combined total award to the state will go to the Most Impacted and Distressed counties.” I would like to point out that it states “counties”, as in plural or more than one county.

b. Page 11 [*now located on page 9*] of the State of Florida Action Plan for Disaster recovery HUD/CDBG program for Hermine and Matthew, identifies Pasco County specifically as a highly impacted area stating “Flooding occurred on several rivers in northern Florida, although only the Anclote River reached major flood stage. The river crested at 25.08 feet in Elfers, which was about seven feet above flood stage and one foot above major flood stage.” Homes in this area often range from $50,000 to
$100,000 and are owned by individuals of low to moderate income and in a defined blighted area. See attached Zillow estimates.

c. Page 12 [*now located on page 11*] of the State of Florida Action Plan for Disaster recovery HUD/CDBG program for Hermine and Matthew, mentions St. Johns County impact of St. Augustine on Anastasia Island. Anastasia Island is a beach community with homes ranging in the $200,000 to $250,000. See attached Zillow estimates.

d. Pasco County is concerned that St. Johns County was identified as the only “most impacted and distressed” area due to initial dollar value of damage, which would of course a show greater damage overall to St. Johns County, as they have a higher housing value as most of the beach front property would not fall into the low to moderate income.

i. Pasco County is concerned we will have to inform our residents, that are of low to moderate income, with no other options but to live in their flooded out damaged property, we were not considered a “most impacted and distressed” county.”

Response:
DEO has reviewed and considered the comment submitted by Pasco County. As required by the Federal Registers, Vol. 81, No. 224, Monday, November 21, 2016, and Vol. 82, No.11, Wednesday, January 18, 2017, DEO will use 80 percent of the allocation to address unmet needs within the HUD-identified ‘Most Impacted and Distressed’ (MID) areas. This 80 percent MID area is currently limited by HUD to St. Johns County and the jurisdictions within the county and has made the clarification between “county” and “counties” in the Action Plan.

The state may continue to review Unmet Needs data to assess whether additional county areas demonstrate sufficient need to warrant proposal to HUD for inclusion in the 80 percent MID allocation. DEO duly notes the County’s comments regarding local need and the County’s comment shall be made part of the public record submitted to HUD for review.

Comment:
On 4/21/2017, via Pasco County: 2. "The Florida CDBG – DR Action Plan Disaster Recover Stakeholder Session 1 PowerPoint, March 9, 2017 states 70% of the $58.6 Million must benefit LMI Persons. When looking at the information in the US Census and information provided in the State of Florida Action Plan for Disaster recovery HUD/CDBG program for Hermine and Matthew, Pasco County fits this criteria better than St. Johns County.

i. Page 20 [*now located on page 15*] of the State of Florida Action Plan for Disaster recovery HUD/CDBG program for Hermine and Matthew states "All projects supported by HUD Community Development Block Grant (CDBG) assistance must meet one of the program's three National Objectives: (1) benefitting-low and moderate income (LMI) persons, (2) aiding in the prevention or elimination of slums or blight, or (3) meeting a need having particular urgency (urgent need)."

1. The residence in Pasco County fall into all three categories where Hurricane Hermine hit the hardest. They are low to moderate income, because of their financial situation, the areas they live are often seen as blighted, and due to Hurricane Hermine, they have a very urgent need to secure safe and sanitary housing that cannot be achieved without the assistance of CDBG. Pasco County does not believe the beach and coastal communities of St. Johns County impacts from Matthew are as impacted as Pasco County as they have the financial means to redevelop and typically are not blighted in the first place.

2. This is further supported by the maps on page 21, 24,and 69 [*now located on page 16, 18, and 51*].These maps are color coded by LMI rankings. It is clear to see, that Pasco County has many more areas that fall into the low to moderate income. Especially in the southwest corner where the Anclote River flow and Hermine hit hardest, than St. Johns County does in their hardest hit areas or even county wide.

3. The chart on page 22 [*now located on page 17*] of the State of Florida Action Plan for Disaster recovery HUD/CDBG program for Hermine and Matthew, shows 35% of Pasco County's population falling into the low to moderate income but only 21.97% of St. Johns County falls into this category.

4. The US Census shows Pasco as having a greater population in need of assistance as there is a greater elderly population greater disabled population and a greater population in poverty than St. Johns County.

a. This is further substantiated by the State of Florida Action Plan for Disaster recovery HUD/CDBG program for Hermine and Matthew maps on page 26 [*now located on page 19*] (shows Pasco County has a great percent of population that doesn't speak English than St. Johns County), page 28 [*now located on page 21*] (shows Pasco County has a greater population under 5 and over 65, than St. Johns County), page 29 [*now located on page 21*] (shows Pasco County has a greater percentage of poverty (especially in the impacted coastline) than St. Johns County), page 30 [*now located on page 21*] (percent of population unemployed is greater in Pasco County than in St. Johns County), and page 43 [*now located on page 31*] (Pasco County seems to have a similar percentage of mobile homes as St. Johns County, but many of Pasco County's are near the coast in the impacted area of Hermine, where St. Johns County's are further from the coast.)"

Response:

DEO has reviewed and considered the comment submitted by Pasco County. As required by the Federal Registers, Vol. 81, No. 224, Monday, November 21, 2016, and Vol. 82, No.11, Wednesday, January 18, 2017, DEO will use 80 percent of the allocation to address unmet needs within the HUD-identified 'Most Impacted and Distressed' (MID) areas. This 80 percent MID area is currently limited by HUD to St. Johns County and the jurisdictions within the county.

The state may continue to review Unmet Needs data to assess whether additional county areas demonstrate sufficient need to warrant proposal to HUD for inclusion in the 80 percent MID allocation. DEO duly notes the County's comments regarding local need and the County's comment shall be made part of the public record submitted to HUD for review.

Comment:
On 4/21/2017 via Pasco County: 3. “Pasco County was devastated and heavily impacted from Hurricane Hermine and should be considered one of the most impacted and distressed counties. Pasco County is concerned that CDBG money intended to assist low to moderate incomes will be used towards beach renourishment or the one county currently identified the most impacted and distressed will not be able to spend all funds currently allocated to them within the 6 year requirement on projects that meet one of the program’s three National Objectives.”

Response:
DEO has reviewed and considered the comment submitted by Pasco County. As required by the Federal Registers, Vol. 81, No. 224, Monday, November 21, 2016, and Vol. 82, No.11, Wednesday, January 18, 2017, DEO will use 80 percent of the allocation to address unmet needs within the HUD-identified ‘Most Impacted and Distressed’ (MID) areas. This 80 percent MID area is currently limited by HUD to St. Johns County and the jurisdictions within the county.

The state may continue to review Unmet Needs data to assess whether additional county areas demonstrate sufficient need to warrant proposal to HUD for inclusion in the 80 percent MID allocation. DEO duly notes the County’s comments regarding local need and the County’s comment shall be made part of the public record submitted to HUD for review.

Comment:
On 4/21/2017, via Pasco County: 4. “I have included pictures from Pasco County’s experience during Hurricane Hermine to the back of the attachment. Pasco County had flood waters for days, residents were so desperate for help, they gave their children to complete strangers to evacuate them from the flood waters, Pasco County Fire and rescue, Sheriff ’s Office and Florida Wildlife Commission had to evacuate numerous homeowners from the floodwaters using boats and high vehicles, the areas of greatest impact were of low to moderate income which is why the County’s damage in dollars was not as high as St. Johns County but the impact and distress has been much greater. Pasco County further has projects that can be ready to submit on a quick turnaround as we have such a large population impacted and in need of assistance.”

Response:
DEO has reviewed and considered the comment submitted by Pasco County. As required by the Federal Registers, Vol. 81, No. 224, Monday, November 21, 2016, and Vol. 82, No.11, Wednesday, January 18, 2017, DEO will use 80 percent of the allocation to address unmet needs within the HUD-identified ‘Most Impacted and Distressed’ (MID) areas. This 80 percent MID area is currently limited by HUD to St. Johns County and the jurisdictions within the county.

The state may continue to review Unmet Needs data to assess whether additional county areas demonstrate sufficient need to warrant proposal to HUD for inclusion in the 80 percent MID allocation. DEO duly notes the County’s comments regarding local need and the County’s comment shall be made part of the public record submitted to HUD for review.

APPENDIX 7: PUBLIC COMMENT SUPPORTING DOCUMENTATION

ST. JOHNS COUNTY
ATTACHMENT A

Section I Data Clarification

St. Johns County (SJC) has reviewed the Florida Department of Economic Opportunity's (DEO's) webinar "Florida CDBG-DR Action Plan Disaster Recovery Stakeholder Session 2 – Impact and Unmet Needs Assessment", which was originally presented on March 21, 2017. DEO then revised the presentation to include updated PA data on March 28, 2017 and shared this version with the county on March 31, 2017. SJC compared the information in these two presentations to data it has been collecting following Hurricane Matthew and is pleased to assist DEO with data dissemination by respectfully sharing the updated data regarding, as shown below in Table 1.

Table 1. DEO March 28, 2017 Webinar Data and SJC Collected Data

DEO Presentation Slide# and Title	**DEO Data Presented**	**SJC Data**	**Data Source(s)**
Slide 22 Impacts to Agri-business	No Agricultural Impact to SJC	Agricultural Declaration naming SJC as a "Primary Natural Disaster Area" issued 11-14-17; Estimated Damage $1.4M*	Ag Dec issued by USDA, release No. 0177.16, UF/IFAS Extension SJC *the $1.4M is damage to four farms, 7 are assessing their dollar amounts and 6 more have not yet been successfully contacted

SJC also compared the information in the “State of Florida’s Action Plan for Disaster Recovery Draft Posted for Public Comment April 7, 2017” to data it has been collecting following Hurricane Matthew respectfully shares updated data, along with the sources of that data, regarding emergency shelters and number of data for FEMA’s Individual Assistance Program for Hurricane Matthew as shown below in Table 2.

Table 2. DRAFT Action Plan April 7, 2017 Data and SJC Collected Data

DEO DRAFT Action Plan April 7, 2017 Page #, Table #	**DEO DRAFT Action Plan April 7, 2017 Data**	**SJC Data**	**Data Source(s)**
33, Table 8	2 shelters in operation, 636 total sheltered, 87 max sheltered	Eight emergency shelters in operation from October 6, 2016 to 8:30 pm on October 9, 2016, 6:00am, 2,084 total sheltered plus 306 pets from Post Impact Shelter – Solomon Calhoun Shelter in operation from, 8pm October 9, 2016 to 8pm October 27, 2016, 125 sheltered	SJC EOC
37, Table 11	3,642 applications to IA program for Hermine and Matthew in SJC 17,740 # inspected for all counties for Hermine and Matthew	5,215 applications for SJC from Hurricane Matthew alone 22,276 # inspected for all declared Counties from Hurricane Matthew	FL DEM IA Branch Director, T. Hoover to SJC EOC FL DEM IA Branch Director, T. Hoover to SJC EOC

Section II— LMI DATA

The census tracts and block groups with LMI populations over 51% are shown below in Table 3 and in Attachments 01 and 02. The LMI data source is “Low Moderate Income (LMI) Area Data (FY '14) by Block Group from the HUD Office of Community Planning and Development”.

Table 3. SJC Census Tracts and Block Groups with greater than 51% LMI.

Census Tract#	**Block Group**	**LMI %**
202	2	61.06
203	1	71.1
203	2	67.42
204	1	53.85
204	2	58.45
205	1	52.46
210.02	1	89.15
210.02	2	51.32
210.03	2	64.52
211.01	2	55.30
212.06	2	51.20
212.13	2	62.79
214.05	3	61.31

Table 4 below provides a summary the estimated costs, FEMA or other funding amounts and the unmet need for Hurricane Matthew -related projects in the categories of housing, Economic Development and Infrastructure. The total unmet need in SJC is $376M, with approximately $289M or 78% of that being infrastructure projects.

Table 4 - St. Johns County Unmet Needs Table						
Category	***Project Name***	***National Objective and Project Benefit Area***	***Direct impact from Hurricane Mathew***	***Estimated Total Cost(s)***	***FEMA or other funds***	***Unmet Need***
Housing Projects	St. Francis House Replacement Facility	LMI	Construct new facility on site outside of flood zone to replace facility flooded by Hurricane Matthew	$13,300,000	$ -	$13,300,000
	Housing Repair – mobile homes	LMI	Repair of 53 mobile homes damaged as a direct result of Hurricane Matthew.	$3,000,000	$ -	$3,000,000
	Housing Repair - Single Family Homes (State Action	LMI	3187 # homes rec'd damage, approx.31% of SJC is LMI = 988 homes are LMI homes Past studies approx. $60K of CDBG-DR funding was needed to bring home to HQS Stds	$88,800,000	$29,600,000	$59,200,000
Economic Development	Agribusiness	UN	Agricultural Declaration naming SJC as a "Primary Natural Disaster Area" issued 11-14-17; 1.4M is damage to four farms, 7 are assessing their dollar amounts and 6 more have not yet been	$5,000,000	$ -	$5,000,000

Infrastructure Projects	Dune Restoration	LMI and UN	Protection of housing, business and roads, county wide. Average loss of about 10 cubic yards (cy) sand from the County line at Ponte Vedra south to the County line at Summer Haven due to Hurricane Matthew; approximately 32 miles of coastline. FEMA may provide up to 6 cubic yards (cy) of sand per ft. of shoreline. Replacement sand cost $40 to	$80,000,000	$48,000,000	$32,000,000
	HMGP	LMI & UN	Use CDBG DR funds to cover the cost of HMGP Projects. If selected for funding from HMGP, the	$175,000,000	$ -	$175,000,000
	Repair of Coastal Highway (A1A)	UN	This road is the primary evacuation/ re-entry route for SJC is Coastal Highway, a.k.a., A1A which experienced dune loss along the northern portion and southern portion was undermined by floodwaters. Road must be accessible prior to, during &	$24,000,000	$18,000,000	$3,000,000

	Town of Hastings Sewer Lines	LMI (Tract 211.01, BG 2, 55.3%)	The town has ongoing water and sewer needs due to use of aging water and waste water treatment plants and septic systems vs. municipal sewer system. septic systems overflow and release raw sewage into the surrounding area(s) during	$15,000,000	$ -	$15,000,000
	West St. Augustine Sewer Lines	LMI (Tract 211.03 BG1, 210.02 BG 2, and BG 1, 213.01 BG 2, 210.03 BG 1, and 203 BG1 and BG2)	Their water system would have to be connected to the County's water system at the same time the sewer system is hooked up as well. Ongoing water and sewer needs due to use of septic systems vs. municipal sewer system. septic systems overflow and release raw sewage into the surrounding area(s) during flood events	$14,500,000	$ -	$14,500,000
	Cat A	LMI and UN	FEMA Cat A in accordance w/ Table 24 of State of Florida's Action Plan for Disaster Recovery Draft Posted for Public Comment	$25,400,000	$19,100,000	$6,300,000
	Cat B	LMI and UN	FEMA Cat B in accordance w/ Table 24 of State of Florida's Action Plan for Disaster Recovery	$12,120,000	$9,090,000	$3,030,000

			Draft Posted for Public Comment April 7, 2017			
	Cat C to Cat G	LMI and UN	FEMA Cat C to Cat G in accordance w/ Table 26 of State of Florida's Action Plan for Disaster Recovery	$133,500,000	$100,000,000	$33,500,000
	Fire House Construction	UN	Fire Station #5 and Station #11, were originally designed as a base for volunteer fire services. Buildings were not intended for use 24 hours per day, 7 days per week & not designed to withstand hurricane force winds. Personnel from both stations were relocated to local high schools as their	$7,180,000	$ -	$7,180,000
	Total St. Johns County Housing Unmet Need				20.4%	$75,500,000
	Total St. Johns County Economic Development Unmet Need				1.4%	$5,000,000
	Total St. Johns County Infrastructure Unmet Need				78.2%	$289,510,000
	Totals			$580,500,00	$223,790,000	$370,010,000

Housing

Homeless Population

St. Francis House – 70 Washington Street, St. Augustine, FL 32084; the area of King Street, in West St. Augustine, comprises one of the primary Low to Moderate Income (LMI) areas within St. Johns County.

This three-building shelter serving the area's homeless population is being demolished as it was damaged by Hurricane Matthew's flood waters. The contents of the buildings, e.g., refrigerators, stoves, beds, contents of food pantry, copier, etc., were destroyed by the flood waters.

As the building was unable to be used, the county was faced with the challenge of moving and caring for the homeless population in the same emergency shelter that is planned to shelter/care for the general population. Point In Time (PIT) counts from January 2016 confirm that 112 people were in emergency shelters, 143 were transitional sheltered and 809 people were unsheltered. January 2017 PIT data is in process but is anticipated to be similar to the 2016 PIT data.

Immediately following the storm the shelter accrued a few thousand in payroll expenses trying to staff two locations to serve the homeless population. The shelter also paid for hotel stays for a number of singles and families for three weeks.

Staff have been working outside in the courtyard since October 2016 due to the damage to the office spaces. The shelter is not expected to return to full operations until spring of 2018.

The SJC Continuum of Care (CoC) director applied for and was awarded $200,000 in Emergency Shelter Grants (ESG) funds that can be used to help shelter the homeless population. Because the time between the identified need and contact with the potential applicants and the receipt of funding, the population has disbursed back into the county at large. An NPO has design plans to construct a new campus on a piece of county-owned land located outside of the flood zone, on Route 207 in St. Augustine.

The main building, i.e., the Unified Service Center, would have a cafeteria and would be used for respite beds/shelter in case of another emergency; estimated cost $1.2M. Behind the main building, approximately 40 to 60 units of mix use of Extremely Low Income (ELI) Housing and Permanent Supportive Housing would be constructed; estimated cost $12M.

The project has continually experienced funding challenges. Allocating CDBG-DR funds to this project would enable the construction and design to include resiliency measures such as on-site generators, widows and roofing designed to withstand hurricane force winds, and space set aside to emergency shelter in-place versus moving the population during future storm events.

Per the information on page 39692, paragraph 7 of the June 17, 2016 Federal Register (No. 117, Vol. 81), CDBG-DR funding can be used to reconstruct a homeless shelter:

“each grantee must include a description of how it will identify and address rehabilitation and reconstruction of the following types of housing affected by the disaster: Public housing, HUD- assisted housing McKinney-Vento Homeless Assistance Act-funded shelters and housing for homeless-including emergency shelters and transitional and permanent housing for homeless…”

Housing Repair

Additionally, Housing Partnership has received calls from 53 mobile home households seeking assistance since Hurricane Matthew. These requests are all from Low, Very Low, or Extremely Low income households. The estimated cost to repair or replace these mobile homes is estimated to be $60, 000 each and $3.0M total.

SJC has 3,187 single family homes directly damaged by Hurricane Matthew. Per the “Low Moderate Income (LMI) Area Data (FY '14) by Block Group from the HUD Office of Community Planning and Development”, approximately 31% of SJC is LMI; that equals 988 LMI homes. Studies from past disasters indicate that approx. $60K of CDBG-DR funding was needed to bring homes to Housing Quality Standards (HQS) Standards. Total estimate is $88.8M, with 75% or $29.6 covered by FEMA and $59.2M in unmet needs.

Economic Development

Agribusiness

The USDA issued an agricultural declaration on November 14, 2016 naming SJC as a “Primary Natural Disaster Area” (Attachment #01). In a report, dated October 12, 2016, provided by UF/IFAS Extension St. Johns County (Attachment #02), 17 farms had crop damage as a result of Hurricane Matthew. As of the date of the report, four farms had reported $1.4M in damage, 7 were assessing their dollar amounts and 6 more had not yet been successfully contacted.

Infrastructure - Serving LMI

Dune Restoration

The dune system is the primary measure of protection for the residences, businesses, and roads of the entire county from storm surge.

Data collected by SJC shows an average loss of about 10 cubic yards (cy) sand from the County line at Ponte Vedra south to the County line at Summer Haven; approximately 42 miles of coastline. FEMA's regulations allow for the county to be reimbursed for up to 6 cubic yards (cy) of sand per foot of shoreline. Therefore, the unmet need to which CDBG-DR funding would be applied is 4 cy/ft of sand. Note: the 42 miles includes: 1) the 2.5-mile beach that is part of a federally funded restoration project, and 2) park land. Removing such lands leaves about 32 miles of shoreline where the additional 4 cy/ft of sand can be placed. The dollar amount of the replacement sand to be purchased using CDBG-DR funding, i.e., 4 cy/ft, ranges from $40 to $50 per cy, or about $25 to $32M. The range of the dune restoration project and its proximity to the 13 block groups that populations over 51% are shown in GIS Figure St. Johns County Dune Restoration contain LMI (Attachment #03). The dune restoration funded using CDBG-DR monies would not duplicate efforts currently under USACE scope, e.g., St. Augustine Inlet.

HMGP Projects

SJC would also like to use CDBG-DR funding to cover the match for other federal funding sources such as HMGP. The estimated match for HMGP is $2.65M, which is 25% of $10.6MAttachment #04 lists HMGP projects to reduce future losses in SJC. These are projects being ranked in consideration to apply for HMGP funding. Since HMGP is a completive process, SJC is not yet sure which projects in the list will be funded, so the dollar amounts above are based on all projects $33.5M.

Roadway(s)

The main road that serves as the daily travel corridor and is the primary evacuation and re- entry route for SJC is Coastal Highway, a.k.a., A1A. The northern portion of this roadway experienced dune loss, while Hurricane Matthew's floodwaters undermined the roadway's integrity along the southern portion. Maintaining the structural integrity and ensuring that this road is accessible prior to, during and following storm events is critical to the resiliency, economic stability and protection of natural resources endemic to SJC.

Infrastructure – Within LMI

Town of Hastings
An LMI area within SJC is the Town of Hastings (Tract 211.01, BG 2, 55.3% LMI) which has ongoing water and sewer needs, as they currently use their own outdated water and waste water treatment plants and have areas still using septic systems versus ~~a~~ being incorporated into the municipal system. During flood events the septic systems overflow and release raw sewage into the surrounding area(s). The estimated cost to bring the existing WTP and WWTP up to county standards, construct a pump station, and remedy systemic problems such as Infiltration and Inflow as well as connecting the unsewered areas to the county's system is $15M.

West St. Augustine
Another LMI area within SJC is West St. Augustine, which contains the following census tracts and block groups: 211.03 BG1, 210.02 BG 2, and BG 1, 213.01 BG 2, 210.03 BG 1, and 203 BG1 and BG2, has its own water system but is on septic systems which are largely outdated, substandard to current codes, and degraded. During flood events the septic systems overflow and release raw sewage into the surrounding area(s). The water and sewer system would be connected to the county's infrastructure and lift station(s) and a force main to connect the two systems. The estimated cost to construct the lift station and connect the two systems is $14.5M.

FEMA DR-4283
Category A - in accordance with Table 24 of the "State of Florida's Action Plan for Disaster Recovery Draft Posted for Public Comment April 7, 2017" SJC has 10 projects that total $25.5M. The corresponding unmet need is $6.3M.

Category B - in accordance with Table 24 of the "State of Florida's Action Plan for Disaster Recovery Draft Posted for Public Comment April 7, 2017", SJC has 16 projects that total $12.3M. The corresponding unmet need is $3.03

Category C to Category G - In accordance with Table 26 of the "State of Florida's Action Plan for Disaster Recovery Draft Posted for Public Comment April 7, 2017", SJC has projects that total $134M. The corresponding unmet need is

Critical Infrastructure

SJC Fire Rescue Station #5, which is located at 200 St. Augustine South Drive, and Station #11, which is located at 448 Shores Blvd., are buildings that were originally designed for use by local communities as a base for volunteer fire services. The buildings were not intended for use 24 hours per day, 7 days per week, and they were not designed to withstand hurricane force winds. The personnel from Station #5 were relocated to Pedro Menendez High School and personnel from Station #11 were relocated to First Coastal Technical High School during Hurricane Matthew as the buildings were unsafe for use during the height of the storm. SJC FR acquired the buildings and their contents in 2001 to 2002. SJC is considering using CDBG- DR funding to construct a building that would combine the services of both stations to a single location. Estimated project cost is $7.18M.

As shown in “Census Tract and Fire Station Service Zone” GIS figure (Attachment 04), Station #5 covers census tract 213.01 BG 2, in which 62.79% of the population is LMI and Station #11 covers census tract 212.06 BG 2, in which 51.2% of the population is LMI.

Additionally, Station #6, which services Crescent Beach, and Station #7, which services St. Augustine Beach, are both located within the flood zone. As such, during Hurricane Matthew personnel from these stations were relocated to stations outside of the flood zone. The respective relocations were First Coastal Technical High School and to Station #4.

Relocation of Station #7 during Hurricane Matthew impacted the LMI population of West St. Augustine as Station #7 provides back-up to Station #14, which services West St. Augustine. Back-up services provided includes residential response to structural fires and medical rescue response efforts as needed. Station #14 services part of tract 210.02, BG 2, which has an LMI of 51.32% (see also Census Tract and Fire Station Service Zone GIS figure, Attachment #05).

Ideally, SJC would like to replace the structures from which Station #6 and #7 currently operate by rebuilding more resilient structures on the same sites and providing optimal service from the improved and safer structures. This is the most cost effective and reasonable option as a land outside of the flood zone is unavailable. The cost to replace each building is estimated to be $5M, or $10M total.

ST. JOHNS COUNTY
ATTACHMENT B

(http://www.usda.gov/)
United States Department of Agriculture
(http://www.usda.gov/) **Farm Service Agency** (http://www.fsa.usda.gov/)

Search FSA

() **MENU**

Home (/index) / Newsroom (/news-room/index) / Emergency Designations

USDA Designates 4 Counties in Florida as Primary Natural Disaster Areas

Release No. 0177.16

Latawnya Dia
202-720-7962
Latawnya.Dia@wdc.usda.gov (mailto:Latawnya.Dia@wdc.usda.gov)

WASHINGTON, Nov.14, 2016 — The U.S. Department of Agriculture (USDA) has designated Flagler, Putnam, St. Johns and Volusia counties in Florida as primary natural disaster areas due to damage and losses caused by Hurricane Matthew that occurred from Oct. 6, 2016, through Oct. 8, 2016.

“Our hearts go out to those Florida farmers and ranchers affected by recent natural disasters,” said Agriculture Secretary Tom Vilsack. “President Obama and I are committed to ensuring that agriculture remains a bright spot in our nation’s economy by sustaining the successes of America’s farmers, ranchers, and rural communities through these difficult times. We’re also telling Florida producers that USDA stands with you and your
communities when severe weather and natural disasters threaten to disrupt your livelihood.”

Farmers and ranchers in the following counties in **Florida** also qualify for natural disaster assistance because their counties are contiguous. Those counties are:

Alachua	Clay	Marion
Bradford	Duval	Orange
Brevard	Lake	Seminole

All counties listed above were designated natural disaster areas on Nov. 9, 2016, making all qualified farm operators in the designated areas eligible for low interest emergency (EM) loans from USDA's Farm Service Agency (FSA), provided eligibility requirements are met. Farmers in eligible counties have eight months from the date of the declaration to apply for loans to help cover part of their actual losses. FSA will consider each loan application on its own merits, taking into account the extent of losses, security available and repayment ability. FSA has a variety of programs, in addition to the EM loan program, to help eligible farmers recover from adversity.

Other FSA programs that can provide assistance, but do not require a disaster declaration, include the Emergency Conservation Program (/Assets/USDA-FSA-Public/usdafiles/FactSheets/2015/ecp_2015.pdf); Livestock Forage Disaster Program (/Assets/USDA-FSA-Public/usdafiles/FactSheets/2016/2016_livestock_forage_disaster_program.pdf); Livestock Indemnity Program (/Assets/USDA-FSA- Public/usdafiles/FactSheets/archived-fact-sheets/lip_fact_sheet_2016.pdf); Emergency Assistance for Livestock, Honeybees, and Farm-Raised Fish Program (/Assets/USDA-FSA-Public/usdafiles/FactSheets/2016/ELAP%20Fact%20Sheet.pdf); and the Tree Assistance Program (/Assets/USDA-FSA-Public/usdafiles/FactSheets/2015/tap_fact_sheet_oct_2015.pdf). Interested farmers may contact their local USDA Service Centers for further information on eligibility requirements and application procedures for these and other programs. Additional information is also available online at http://disaster.fsa.usda.gov (/programs-and-services/disaster-assistance- program/index)

FSA news releases are available on FSA's website at www.fsa.usda.gov (/index) via the "Newsroom" link.

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(https://public.govdelivery.com/accounts/USFSA/subscriber/new/)
(http://dts.fsa.usda.gov/feeds/rss/USDA-FSA-Public/news-releases/?hostname=www.fsa.usda.gov)

ST. JOHNS COUNTY
ATTACHMENT C

October 12, 2016

Preliminary Report on Crop Losses Due to Hurricane Matthew in St. Johns County

Bonnie Wells, Commercial Agriculture Agent, UF/IFAS Extension St. Johns County

Hurricane Matthew caused major damage to crops in St. Johns County as it blasted its way up the east coast of Florida last Friday with damaging winds and an abundance of rainfall. More than 1000 acres of crops were impacted by the damaging winds and inundating rainfall in St. Johns County. Asian vegetables and snap beans were the most severely affected, along with cabbage, cauliflower, broccoli, squash, mustard greens, beets, sweet corn and sweet potatoes. Losses are estimated at least $1.4 million for Asian vegetables and snap beans alone (Table 1). Structural damage to greenhouses and other farm structures resulted, and the soggy grounds have delayed planting of much of the area's fall crops. On average, St. Johns County farmers have reported 30 to 60% losses of their planted acreage (Table 1), while several have experienced a 100% or total loss for the crops they had in the ground before the storm. Preliminary reported numbers of acres that were lost are 860. However, the full impact will be known in time as damage assessments are ongoing. In addition to crop losses, producers are also facing costs involved with labor to clean up and replant damaged acres.

Table 1. Farms with planted acreage in St. Johns County before Hurricane Matthew: Reported crop acreages, estimated acreage losses, reported inputs, and calculated monetary losses

Farm	Acreage Planted	Percent Acreag	Crop	Reported Inputs	Losses/$ (dollars)
Sykes and Cooper Farms	75	100	Asian Vegetables	$10,000/acre	$750,000
	245	100	Asian Vegetables	$1600/acre	$392,000
Wells Bros Farms	10	100	Mixed Vegetables (cucurbits, beets, mustard greens, sweet	Unknown	Unknown
Picolata Farms	175	100	Snap Beans	$1000/acre	$175,000
Riverdale Farms	100	100	Snap Beans	$1000/acre	$100,000
Middleton Farms	15	100	Cabbage	Unknown	Unknown
Ricky Mitchell	175	100	Cabbage	Unknown	Unknown
Smith Farms	150	30-50%	Broccoli	Unknown	Unknown
Tater Farms	60	30-40%	Cauliflower	Unknown	Unknown
MK Farms (Korean)	60	1-2%	Napa Cabbage, Green	Unknown	Unknown
Cheshire Farm	20	100%	Napa Cabbage	Unknown	Unknown
Surveyed but had no damage/losses to report to date					
Blue Sky Farms	50	Unknown	Mixed vegetables,	Unknown	Unknown
Byrnes Farms (St. Johns land	0	0	------	------	0
Jeffrey Brubaker	10	0	Brussel Sprouts	0	0
Barnes Farm	200+	unknown	Cabbage	Unknown	Unknown
L and M (St. Johns land	0	0	--------	------	0
Fresh Start Hydroponics	------	0	Lettuce, herbs	-----	-------

*Other farms with possible acreage planted before the storm but no successful contact made to date: Spuds Farm, Larry Byrd Farms, Tater Farms (Hjort), Versaggi Farms, Yuan Farms, First Farms

Figure 1. Zucchini plants destroyed at Wells Bros Farm

Figure 2. Rotting pattypan squash at Wells Bros Farm

Figure 3. Rotting sweet potato at Wells Bros Farm (low incidence)

6

Figure 4. Damaged, trellised Asian Vegetables at Sykes and Cooper Farms. Inputs for trellised crops are $10,000/acre

7

Figure 5. Damaged luffa fruit at Sykes and Cooper Farms

8

Figure 6. Damaged luffa fruit at Sykes and Cooper Farms

9

Figure 7. Damaged yard long bean trellises at Sykes and Cooper Farms

10

Figure 8. Rotting (Blackening) yard long bean at Sykes and Cooper Farms

Figure 9. Field alleys showing water markings and weathered soils at Sykes and Cooper Farms

12

Figure 10. Dirty and destroyed greens at Sykes and Cooper Farms

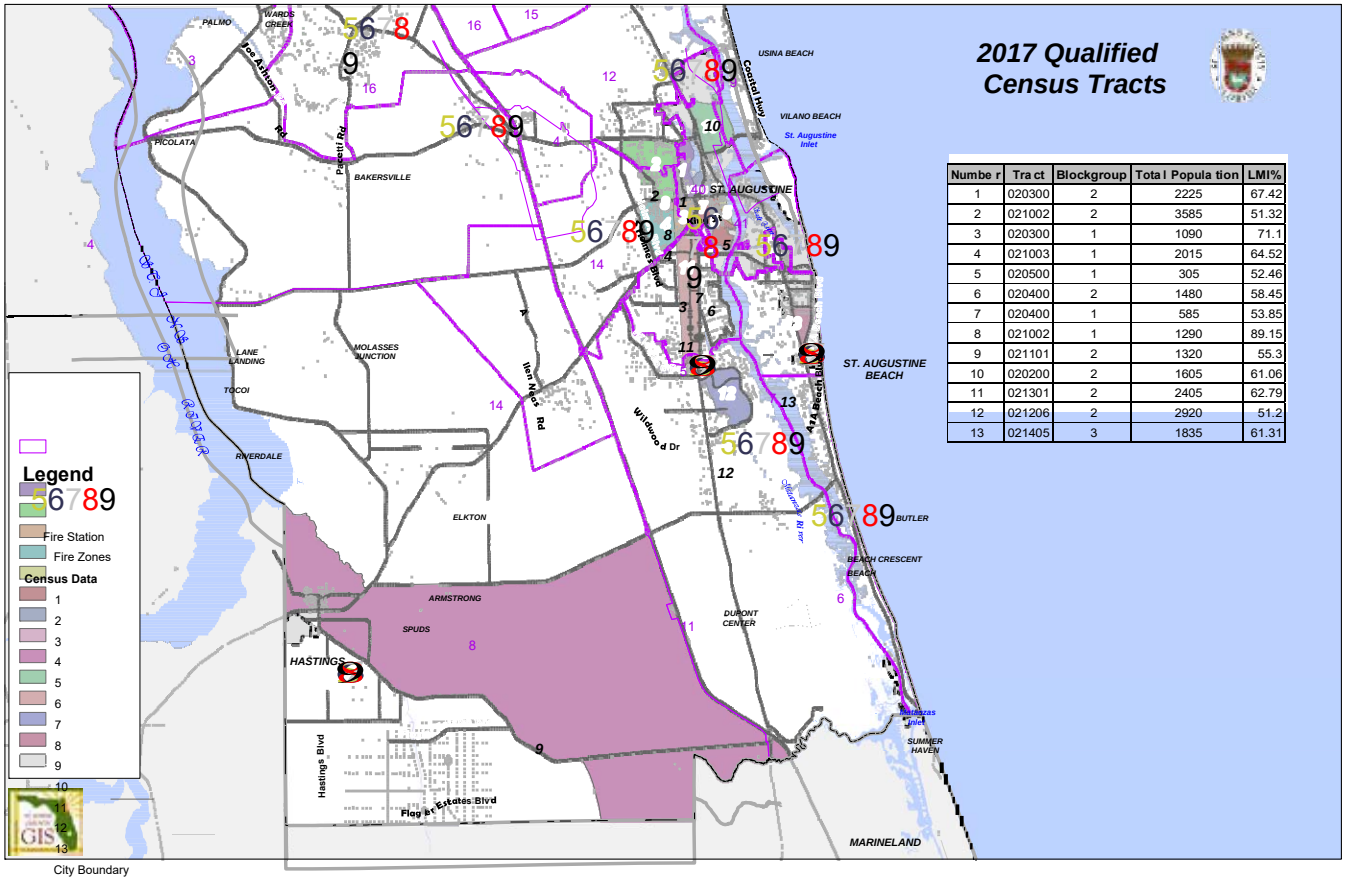
13

Figure 11. Destroyed daikon radish at Sykes and Cooper Farms (stems snapped at soil line)

14

Figure 12. Heavily damaged and dying snap beans at Picolata Farms

ST. JOHNS COUNTY
ATTACHMENT D



Numbe r	Tra ct	Blockgroup	Total Popula tion	LMI%
1	020300	2	2225	67.42
2	021002	2	3585	51.32
3	020300	1	1090	71.1
4	021003	1	2015	64.52
5	020500	1	305	52.46
6	020400	2	1480	58.45
7	020400	1	585	53.85
8	021002	1	1290	89.15
9	021101	2	1320	55.3
10	020200	2	1605	61.06
11	021301	2	2405	62.79
12	021206	2	2920	51.2
13	021405	3	1835	61.31

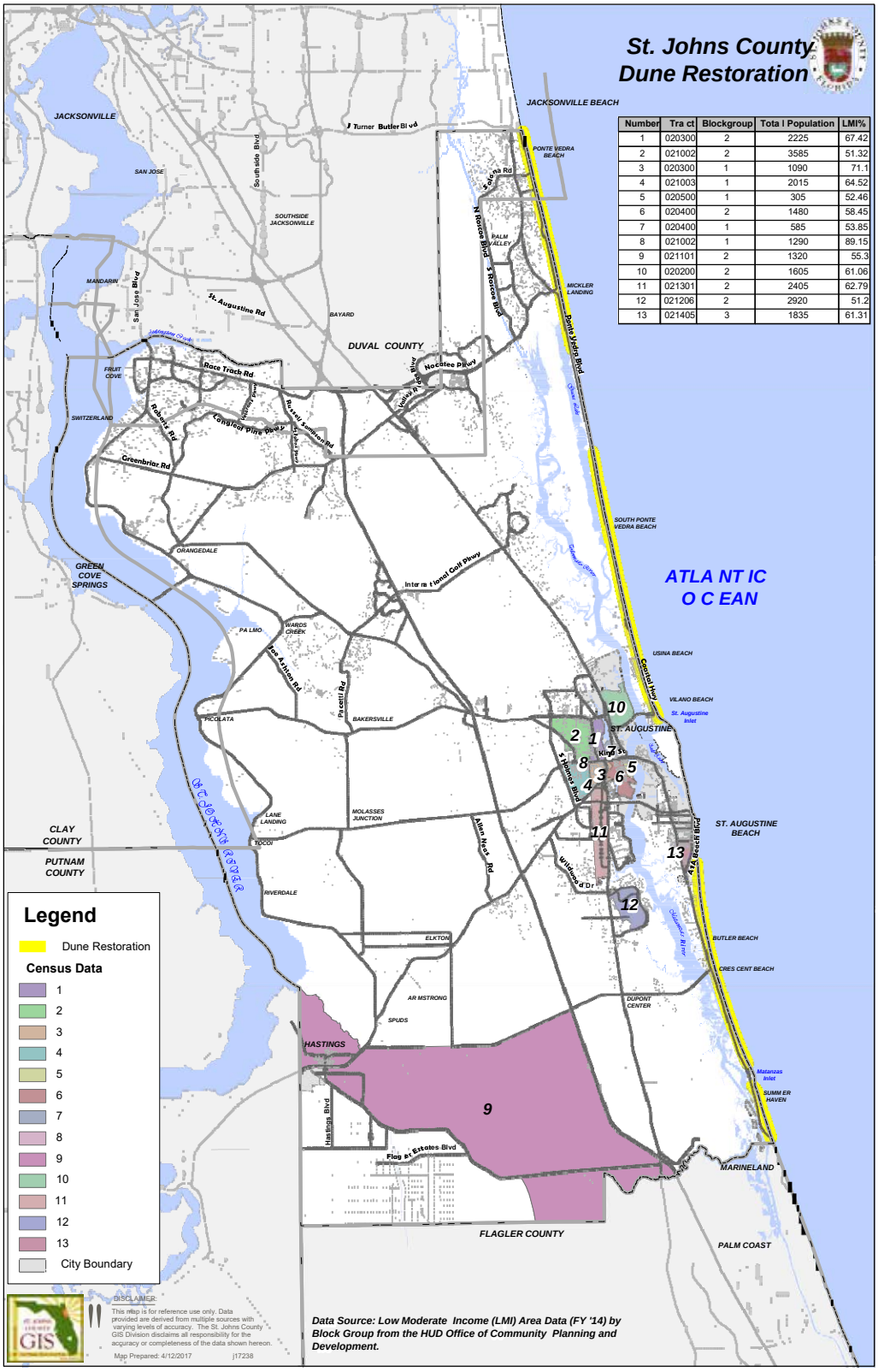
DISCLAIMER:
This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy. The St. Johns County GIS Division disclaims all responsibility for the accuracy or completeness of the data shown hereon.
Map Prepared: 4/11/2017 j17238

Data Source: Low Moderate Income (LMI) Area Data (FY '14) by Block Group from the HUD Office of Community Planning and Development.

ST. JOHNS COUNTY
ATTACHMENT E

Hurricane Matthew HMGP Ranked Project List - 2017						
Project Rank	Score	Project	Jurisdiction	Hazard**	Cost	Running Total
1	76 (SA Priority)	Lake Maria Sanchez Flood Mitigation Project	City of St. Augustine	H, SS, F, SLR	$6,500,000	$6,500,000
2	74 (SAB Priority)	Master Stormwater Pump Station Improvements	City of St. Augustine Beach	H, SS, F, SLR	$500,000	$7,000,000
3	74 (ToH Priority)	Rehabilitation of Existing Sewer System in the Town of Hastings 3 Service Areas	Town of Hastings	F	$371,000	$7,371,000
4	68 (SJC Priority)	Manhole Lid Inserts - Infiltration & Inflow Prevention - St. Johns County Main System - Sewer Collection System	St. Johns County	H, SS, F	$1,160,000	$8,531,000
5	68 (SJSD Priority)	Emergency Standby Generators at Primary Hurricane Shelters: Osceola Elem. School, Otis A. Mason Elem. School, Mill Creek Elem. School	St. Johns County	ALL	$750,000	$9,281,000
6	72	Upgrade Signalization at US1 @ County Road 210	St. Johns County	H, HW	$500,000	$9,781,000
7	72	Upgrade Signalization at US 1 @ Lewis Point Rd.	St. Johns County	H, HW	$500,000	$10,281,000
8	72	Upgrade Signalization at US 1 @ Shore Dr.	St. Johns County	H. HW	$500,000	$10,781,000
9	72	Increase Primary Stormwater Outfall Capacity	City of St. Augustine Beach	H, SS, F, SLR	$350,000	$11,131,000
10	70	Drainage Improvements at Old Moultrie Road	St. Johns County	F	$750,000	$11,881,000
11	70	Drainage Improvements at Kings Estate	St. Johns County	F	$400,000	$12,281,000
12	68	Manhole Lid Inserts - Infiltration & Inflow Prevention - Ponte Vedra System - Sewer Collection System	St. Johns County	H, SS, F	$1,100,000	$13,381,000
13	68	Install hurricane shutters and emergency standby generator at the St. Johns County Pet Center	St. Johns County	H, HW	$125,000	$13,506,000
Projects Below this line will be Tier 2 Funding						
14	66	Flood Mitigation Improvements on South Whitney and West King St.	City of St. Augustine/St. Johns County	H, SS, F, SLR	$800,000	$14,306,000
15	66	Drainage Improvements on Masters Drive	St. Johns County	F	$150,000	$14,456,000
16	66	Bartram Oaks Wastewater Treatment Plant Standby Generator	St. Johns County	H, HW, T, TR, D, FR	$163,000	$14,619,000
17	66	Drainage Improvements on Kings Road	St. Johns County	F	$400,000	$15,019,000
18	66	Fruit Cove Wastewater Treatment Plant Standby Generator	St. Johns County	H, HW, T, TR, D, FR	$163,000	$15,182,000
19	66	Drainage Improvements on International Golf Parkway	St. Johns County	F	$2,030,000	$17,212,000
20	66	Sawgrass Water Treatment Plant Standby Generator	St. Johns County	H, HW, T, TR, D, FR	$310,800	$17,522,800
21	66	Drainage Improvements at North Beach	St. Johns County	H, SS, F, SLR	$2,000,000	$19,522,800
22	66	South Ground Storage Tank & Pumping Facility Standby Generator	St. Johns County	H, HW, T, TR, D, FR	$253,260	$19,776,060
23	66	Shores Unit 2 Ground Storage Tank & Pumping Facility Standby Generator	St. Johns County	H, HW, T, TR, D, FR	$212,160	$19,988,220
			Total		**$19,988,220**	

ST. JOHNS COUNTY
ATTACHMENT F



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11	021301	2	2405	62.79
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13	021405	3	1835	61.31

ST. JOHNS COUNTY
ATTACHMENT G

St. Johns County Florida

Recommendation For Funding

To the

Department Economic Opportunity, Florida

For The Use Of

CDBG-Disaster Funds

☐

General Subgrantee Information
Applicant Contact Information: Name: Address: Phone: Email: Fax: Dunn's Number: SAM CAGE Code Number:
Subgrantee Consultant Information
Applicant Contact Information: Name: Address: Phone: Email: Fax:
Project
General Project Description
Tie to the Disaster (explain how this project has a direct or indirect tie to the disaster)
National Objective (Explain how the project meets the required CDBG DR National Objective)
☐ LMI If LMI, Describe the benefit area determination and attached backup documentation.

2

☐ Urgent Need

Race and Ethnicity

Race and Ethnicity	Total Population	Percent
White		
Black or African American		
American Indian/Alaskan Native		
Asian		
Hawaiian or other Pacific Islander		
Other		
Hispanic or Latino		

Eligible Activity
(Explain how this project meets a CDBG eligible activity)

Proposed Project Budget

Cost by Activity	CDBG DR Funds	Other Funds	Status (and source) Other Funds
	$	$	
	$	$	
	$	$	
	$	$	
	$	$	
Total	$	$	

Attached Additional Back Up As Necessary

ST. JOHNS COUNTY
ATTACHMENT H

St. Johns County Board of County Commissioners

Office of Management & Budget

April 20, 2017

Ms. Julie Dennis
State of Florida - Department of Economic Opportunity
Director of Community Development
107 East Madison St.
Tallahassee, FL 32399-4120

Dear Ms. Dennis,

Per the requirements for public comment on the State of Florida 2017 Action Plan for Community Development Block Grant Disaster Recovery (CDBG-DR) Program, attached are St. Johns County response. Additionally, St. Johns County would like to include "Attachment A", a document we provided at our Thursday, April 13, 2017 meeting. Within that document are data updates, as well as an overview of unmet needs St. Johns County has identified related to Hurricane Matthew.

St Johns County has several unmet needs projects eligible under this program, including housing needs and homelessness exacerbated from the storm events, as well as infrastructure both within and serving crucial LMI areas.

Once again, thank you for your time last week and explanation as to your approach with the CDBG-DR program.

Please let me know if you have any questions.

Sincerely,

Jesse Dunn
Director, Office of Management & Budget
St. Johns County Board of County Commissioners
(904) 209-0568
jdunn@sjcfl.us

St. Johns
County
Public Comments relative to the Department of
Economic Opportunity Action Plan for HUD
Allocation as listed in Federal Registers
Vol. 81, No. 224; Vol. 82, No. 11
Submission of Comments: April 19,
2017

St. Johns County respectfully submits the comments and questions below for consideration and inclusion to the State of Florida Department of Economic Opportunity Action Plan for Disaster Recovery Drafted for Public Comment April 7, 2017.

Comment 1
On page 88 of the State Action Plan it states;
"DEO will ensure, as is required and identified in the Federal Register, that at least 70 percent of the entire CDBG Disaster Recovery grant award will be used for activities that benefit low- and moderate-income persons."

Question 1: If all projects that can benefit LMI have been funded and the 70% cannot be met, will the State consider a waiver to HUD to lower the LMI to 50.01%?

Comment 2
The State Action Plan says that the Minimum Award for a single project will be $750,000.

Question 2: Is the $750,000 the minimum amount that the State will provide any one sub- recipient or is that the minimum amount for a single project requested for funding. For example, if St. Johns County has a particular project that is consistent with the priorities of this allocation and benefits the LMI population but costs less than $750,000, can the project be considered as a special request or coupled with other projects that are less than $750,000 to meet the minimum dollar requirement?

Comment 3
On page 91 of the States Action Plan, it states:
"The county designated by HUD to be the Most Impacted and Distressed will be allocated 80 percent of Florida's CDBG-DR Allocation from HUD. If more than one county is designated as being Most Impacted and Distressed, the 80 percent will be further allocated in equal portions to those determined by HUD to be designated counties."

Question 3: With this data support, will DEO recommend the original direction stated in the applicable Federal Register by HUD be followed? In accordance to the Federal Register Volume 82, Number 11 dated January 18, 2017, St. Johns County was the only County listed as meeting HUD criteria as the most impacted county. This designation provided a specific set-aside for St. Johns County of $46,881,600. While the State has received damage reports from many counties, at this time St. Johns County strongly supports moving forward as documented in the existing Federal Register. The County would not want the process to be slowed and recovery delayed by such a shift when data supports the original assessment as accurate in its intent. The County has projects that are shovel-ready to be moved forward as soon as the CDBG DR funds are made available to the County.

Comment 4

On page 101 of DEO's Action Plan, it discusses the eligibility of the reimbursement of pre-award costs in accordance to the Federal Regulation. It then further clarifies by stating: *"Florida's Department of Economic Opportunity (DEO) incurred pre-award costs and is seeking reimbursement for these costs that are reasonable and allowable under this regulation."*

Question 4: Because St. Johns County has incurred costs to be ready to implement this program, will the DEO consider the addition of language to include "Florida's Department of Economic Opportunity (DEO) ***and St. Johns County*** incurred……?"

Attachment A

Background:

St. Johns County CDBG Entitlement Community

St Johns County met eligibility requirements to become a HUD CDBG Entitlement Community in 2015 for fiscal year 2016. A February 16, 2016 letter from the US Department of Housing and Urban Development to St. Johns County, informed St. Johns County of their initial allocation to provide funding for housing, community and economic development activities, and assistance for low and moderate-income persons and special populations across the country. Within that letter, "HUD urges grantees to consider using CDBG funds, to the extent possible, to support investments in predevelopment activities for infrastructure and public facilities activities that can provide multiple benefits for communities."

In keeping in line with the U.S. Department of Housing and Urban Development's mission to create strong, sustainable, inclusive communities and quality affordable homes for all and ensuring national objectives are met, St. Johns County has set forth goals in the FY 2016-2020 Consolidated Plan. On August 2, 2016, the St. Johns County Board of County Commission approved, by Resolution 2016-239, the FY 2016-2017 Annual Action Plan to HUD on behalf of the County, identifying housing, homeless and low to moderate-income infrastructure as the priority needs:

> *The lack of affordable housing units contributes to the most prevalent housing problem faced by County residents - housing cost burden (paying more than 30% of income on housing costs). Of the 68,277 households in St. Johns County, 19% are cost burdened greater than 30%, paying 30-50% of income on housing costs. Sixteen percent (11,192) of county households experience severe cost burden by paying 50% or more of their income on housing costs. The housing cost burden affects the very low and low income households at a higher rate, placing them at risk of becoming homeless. The County will leverage CDBG funds with other state, federal, and local funds to address the lack of affordable housing issue by increasing the supply of affordable housing, by providing rental assistance to low income households, and by funding home repair programs to preserve affordable housing units.*
>
> *The County will address homelessness by funding supportive services/programs and homeless facilities, and by providing rapid re-housing financial assistance for rents and utilities. The County plans to improve and expand public services and facilities predominately in areas of low income persons, specifically by improving water and sewer lines, streets and sidewalks. Economic development will be addressed by providing job training programs, afterschool programs, and childcare programs in low to moderate income areas.*

Hurricane Matthew

Hurricane Matthew made its closest point approach to St. Johns County when the center of the eye was just 31 statute miles from Summer Haven at 2:00pm October 7, then began drifting east. A peak surge of 9.88 feet above normal was measured at a tide gauge near Fernandina Beach, in Nassau County on October 7th. Storm surge flooding affected the St. Augustine area, including major flooding on Anastasia Island where water was reported to be 3 to 4 feet above ground level. A new inlet was created on Summer Haven Island.

During Matthew more than 2 million people were ordered to evacuate in the United States, 1.5 million were from Floridai, 148,500 from St. Johns County. Effective 6:00 a.m. on October 6th St. Johns County residents were ordered to evacuate "Evacuation Zone A, both on the Atlantic Coast and St. Johns River, Zone B, and all of the City of St. Augustine and Town of Hastings". According to the 2013 Hurricane Evacuation Studyii this included 148,500 residents, with an operational clearance time of 14 hours.

There was major to extreme beach erosion along the coast including dune erosion as much as 30 to 40 feet by the wave action and onshore winds from Hurricane Matthew. This extreme erosion undermines numerous structures including roadways along the coastline. The erosion also caused major sand washout in Marineland, Summer Haven, Vilano Beach, and South Ponte Vedra Beach.

St. Johns County's preliminary damage assessment for public assistance, as reported to FEMA on March 9, 2017, reflected approximately $174.8 million as follows:

Table 1: St. Johns County Preliminary Damage Assessment

FEMA Category	Cost
Category A	**$19,065,000**
Category B	**3,615,000**
Category C	**26,200,000**
Category D	**3,650,000**
Category E	**98,850**
Category F	**1,180,671**
Category G	**121,010,000**
TOTAL	**$174,819,521**

CDBG-DR Allocation through Federal Register Vol. 82 No. 11

On Wednesday, January 18, 2017 HUD published Federal Register Vol. 82 No. 11, allocating $1,805,976,000 of Community Development Block Grant Disaster Dollars which included $58,602,000 for the State of Florida. Of those Florida allocations, $46,881,600 (80%) is allocated to be used in St. Johns County.

CDBG-DR and St. Johns County's Continued Unmet Needs

Consistent with the St. Johns County Adopted FY 2016-2017 Annual Action Plan, and in accordance with Federal Register Vol 81 No. 224 (November 21, 2016), St. Johns County will leverage CDBG-DR funds to respond to our prevalent issues of housing, homelessness, and identified low and moderate-income community infrastructure. In keeping in line with the U.S. Department of Housing and Urban Development's mission to create strong, sustainable, inclusive communities and quality affordable homes for all and ensuring national objectives are met, St. Johns County has set forth goals in the FY 2016-2020 Consolidated Plan.

Data Clarification

St. Johns County (SJC) has reviewed the Florida Department of Economic Opportunity's (DEO's) webinar "Florida CDBG-DR Action Plan Disaster Recovery Stakeholder Session 2 – Impact and Unmet Needs Assessment", which was originally presented on March 21, 2017. DEO then revised the presentation to include updated PA data on March 28, 2017 and shared this version with the county on March 31, 2017. SJC compared the information in these two presentations to data it has been collecting following Hurricane Matthew and is pleased to assist DEO with data dissemination by respectfully sharing the updated data regarding, as shown below in Table 1.

Table 1. DEO March 28, 2017 Webinar Data and SJC Collected Data

DEO Presentation Data Source(s)	DEO Data Presented Slide# and Title	SJC Data	
Slide 22 Impacts to Agri-business	No Agricultural Impact to SJC	Agricultural Declaration naming SJC as a "Primary Natural Disaster Area" issued 11-14-17; Estimated Damage $1.4M*	Ag Dec issued by USDA, release No. 0177.16, UF/IFAS Extension SJC *the $1.4M is damage to four farms, 7 are assessing their dollar amounts and 6 more have not yet been successfully contacted

SJC also compared the information in the "State of Florida's Action Plan for Disaster Recovery Draft Posted for Public Comment April 7, 2017" to data it has been collecting following Hurricane Matthew respectfully shares updated data, along with the sources of that data, regarding emergency shelters and number of data for FEMA's Individual Assistance Program for Hurricane Matthew as shown below in Table 2.

Table 2. DRAFT Action Plan April 7, 2017 Data and SJC Collected Data

DEO DRAFT Action Plan April 7, 2017 Page #, Table #	Data Source(s) Data	DEO DRAFT Action Plan April 7, 2017 Data	SJC Data
33, Table 8	2 shelters in operation, 636 total sheltered, 87 max sheltered	Eight emergency shelters in operation from October 6, 2016 to 8:30 pm on October 9, 2016, 6:00am, 2,084 total sheltered plus 306 pets from Post Impact Shelter – Solomon Calhoun Shelter in operation from, 8pm October 9, 2016 to 8pm October 27, 2016, 125 sheltered	SJC EOC
37, Table 11	3,642 applications to IA program for Hermine and Matthew in SJC 17,740 # inspected for all counties for Hermine and Matthew	5,215 applications for SJC from Hurricane Matthew alone 22,276 # inspected for all declared Counties from Hurricane Matthew	FL DEM IA Branch Director, T. Hoover to SJC EOC FL DEM IA Branch Director, T. Hoover to SJC EOC

Section II— LMI DATA

The census tracts and block groups with LMI populations over 51% are shown below in Table 3 and in Attachments 01 and 02. The LMI data source is “Low Moderate Income (LMI) Area Data (FY '14) by Block Group from the HUD Office of Community Planning and Development”.

Table 3. SJC Census Tracts and Block Groups with greater than 51% LMI.

Census Tract#	Block Group	LMI %
202	2	61.06
203	1	71.1
203	2	67.42
204	1	53.85
204	2	58.45
205	1	52.46
210.02	1	89.15
210.02	2	51.32
210.03	2	64.52
211.01	2	55.30
212.06	2	51.20
212.13	2	62.79
214.05	3	61.31

Table 4 below provides a summary the estimated costs, FEMA or other funding amounts and the unmet need for Hurricane Matthew -related projects in the categories of housing, Economic Development and Infrastructure. The total unmet need in SJC is $376M, with approximately $289M or 78% of that being infrastructure projects.

Table 4 - St. Johns County Unmet Needs Table						
Category	***Project Name***	***National Objective and Project Benefit Area***	***Direct impact from Hurricane Mathew***	***Estimated Total Cost(s)***	***FEMA or other funds***	***Unmet Need***
Housing Projects	St. Francis House Replacement Facility	LMI	Construct new facility on site outside of flood zone to replace facility flooded by Hurricane Matthew	$13,300,000	$ -	$13,300,000
	Housing Repair – mobile homes	LMI	Repair of 53 mobile homes damaged as a direct result of Hurricane Matthew.	$3,000,000	$ -	$3,000,000
	Housing Repair - Single Family Homes (State Action Plan)	LMI	3187 # homes rec'd damage, approx.31% of SJC is LMI = 988 homes are LMI homes Past studies approx. $60K of CDBG-DR funding was needed to bring home to HQS Stds	$88,800,000	$29,600,000	$59,200,000
Economic Development	Agribusiness	UN	Agricultural Declaration naming SJC as a "Primary Natural Disaster Area" issued 11-14-17; 1.4M is damage to four farms, 7 are assessing their dollar amounts and 6 more have not yet been successfully contacted	$5,000,000	$ -	$5,000,000

Infrastructure Projects	Roadway and Infrastructure Protection through Dune Restoration	LMI and UN	Protection of housing, business and roads, county wide. Average loss of about 10 cubic yards (cy) sand from the County line at Ponte Vedra south to the County line at Summer Haven due to Hurricane Matthew; approximately 32 miles of coastline. FEMA may provide up to 6 cubic yards (cy) of sand per ft. of shoreline. Replacement sand cost: $40 to $50 per cy, or about	$80,000,000	$48,000,000	$32,000,000
	HMGP	LMI & UN	Use CDBG DR funds to cover the cost of HMGP Projects. If selected for funding from HMGP, the unmet need will be reduced. (see attached project list)	$175,000,000	$ -	$175,000,000
	Repair of Coastal Highway (A1A)	UN	This road is the primary evacuation/ re-entry route for SJC is Coastal Highway, a.k.a., A1A which experienced dune loss along the northern portion and southern portion was undermined by floodwaters. Road must be accessible prior to, during & following storm events to ensure resiliency, economic stability and protect natural resources	$24,000,000	$18,000,000	$3,000,000

	Town of Hastings Sewer Lines	LMI (Tract 211.01, BG 2, 55.3%)	The town has ongoing water and sewer needs due to use of aging water and waste water treatment plants and septic systems vs. municipal sewer system. septic systems overflow and release raw sewage into the surrounding area(s) during flood events	$15,000,000	$ -	$15,000,000
	West St. Augustine Sewer Lines	LMI (Tract 211.03 BG1, 210.02 BG 2, and BG 1, 213.01 BG 2, 210.03 BG 1, and 203 BG1 and BG2)	Their water system would have to be connected to the County's water system at the same time the sewer system is hooked up as well. Ongoing water and sewer needs due to use of septic systems vs. municipal sewer system. septic systems overflow and release raw sewage into the surrounding area(s) during flood events	$14,500,000	$ -	$14,500,000
	Cat A	LMI and UN	FEMA Cat A in accordance w/ Table 24 of State of Florida's Action Plan for Disaster Recovery Draft	$25,400,000	$19,100,000	$6,300,000
	Cat B	LMI and UN	FEMA Cat B in accordance w/ Table 24 of State of Florida's Action Plan for Disaster Recovery Draft	$12,120,000	$9,090,000	$3,030,000

	Cat C to Cat G	LMI and UN	FEMA Cat C to Cat G in accordance w/ Table 26 of State of Florida's Action Plan for Disaster Recovery Draft Posted for Public Comment April 7, 2017	$133,500,000	$100,000,000	$33,500,000
	Fire House Construction	UN	Fire Station #5 and Station #11, were originally designed as a base for volunteer fire services. Buildings were not intended for use 24 hours per day, 7 days per week & not designed to withstand hurricane force winds. Personnel from both stations were relocated to local high schools as their regular location(s) were unsafe to inhabit. during the height of the storm.	$7,180,000	$ -	$7,180,000
	Total St. Johns County Housing Unmet Need				20.4%	$75,500,000
	Total St. Johns County Economic Development Unmet Need				1.4%	$5,000,000
	Total St. Johns County Infrastructure Unmet Need				78.2%	$289,510,000
	Totals			$580,500,000	$223,790,000	$370,010,000

Housing
Homelessness

St. Francis House – 70 Washington Street, St. Augustine, FL 32084; the area of King Street, in West St. Augustine, comprises one of the primary Low to Moderate Income (LMI) areas within St. Johns County.

This three-building shelter serving the area's homeless population is being demolished as it was damaged by Hurricane Matthew's flood waters. The contents of the buildings, e.g., refrigerators, stoves, beds, contents of food pantry, copier, etc., were destroyed by the flood waters.

As the building was unable to be used, the county was faced with the challenge of moving and caring for the homeless population in the same emergency shelter that is planned to shelter/care for the general population. Point In Time (PIT) counts from January 2016 confirm that 112 people were in emergency shelters, 143 were transitional sheltered and 809 people were unsheltered. January 2017 PIT data is in process but is anticipated to be similar to the 2016 PIT data.

Immediately following the storm the shelter accrued a few thousand in payroll expenses trying to staff two locations to serve the homeless population. The shelter also paid for hotel stays for a number of singles and families for three weeks.

Staff have been working outside in the courtyard since October 2016 due to the damage to the office spaces. The shelter is not expected to return to full operations until spring of 2018.

The SJC Continuum of Care (CoC) director applied for and was awarded $200,000 in Emergency Shelter Grants (ESG) funds that can be used to help shelter the homeless population. Because the time between the identified need and contact with the potential applicants and the receipt of funding, the population has disbursed back into the county at large. An NPO has design plans to construct a new campus on a piece of county-owned land located outside of the flood zone, on Route 207 in St. Augustine.

The main building, i.e., the Unified Service Center, would have a cafeteria and would be used for respite beds/shelter in case of another emergency; estimated cost $1.2M. Behind the main building, approximately 40 to 60 units of mix use of Extremely Low Income (ELI) Housing and Permanent Supportive Housing would be constructed; estimated cost $12M.

The project has continually experienced funding challenges. Allocating CDBG-DR funds to this project would enable the construction and design to include resiliency measures such as on-site generators, widows and roofing designed to withstand hurricane force winds, and space set aside to emergency shelter in-place versus moving the population during future storm events.

Per the information on page 39692, paragraph 7 of the June 17, 2016 Federal Register (No. 117, Vol. 81), CDBG-DR funding can be used to reconstruct a homeless shelter:

"each grantee must include a description of how it will identify and address rehabilitation and reconstruction of the following types of housing affected by the disaster: Public housing, HUD-

assisted housing McKinney-Vento Homeless Assistance Act-funded shelters and housing for homeless-including emergency shelters and transitional and permanent housing for homeless…"

Housing Repair

Additionally, Housing Partnership has received calls from 53 mobile home households seeking assistance since Hurricane Matthew. These requests are all from Low, Very Low, or Extremely Low income households. The estimated cost to repair or replace these mobile homes is estimated to be $60, 000 each and $3.0M total.

SJC has 3,187 single family homes directly damaged by Hurricane Matthew. Per the "Low Moderate Income (LMI) Area Data (FY '14) by Block Group from the HUD Office of Community Planning and Development", approximately 31% of SJC is LMI; that equals 988 LMI homes. Studies from past disasters indicate that approx. $60K of CDBG-DR funding was needed to bring homes to Housing Quality Standards (HQS) Standards. Total estimate is $88.8M, with 75% or $29.6 covered by FEMA and $59.2M in unmet needs.

Economic Development

Agribusiness: The USDA issued an agricultural declaration on November 14, 2016 naming SJC as a "Primary Natural Disaster Area" (Attachment #01). In a report, dated October 12, 2016, provided by UF/IFAS Extension St. Johns County (Attachment #02), 17 farms had crop damage as a result of Hurricane Matthew. As of the date of the report, four farms had reported $1.4M in damage, 7 were assessing their dollar amounts and 6 more had not yet been successfully contacted.

Infrastructure - Serving LMI

1. HMGP Projects
   SJC would also like to use CDBG-DR funding to cover the match for other federal funding sources such as HMGP. The estimated match for HMGP is $2.65M, which is 25% of $10.6MAttachment #04 lists HMGP projects to reduce future losses in SJC. These are projects being ranked in consideration to apply for HMGP funding. Since HMGP is a completive process, SJC is not yet sure which projects in the list will be funded, so the dollar amounts above are based on all projects $33.5M.

2. Roadway(s)
   The main road that serves as the daily travel corridor and is the primary evacuation and re- entry route for SJC is Coastal Highway, a.k.a., A1A. The northern portion of this roadway experienced dune loss, while Hurricane Matthew's floodwaters undermined the roadway's integrity along the southern portion. Maintaining the structural integrity and ensuring that this road is accessible prior to, during and following storm events is critical to the resiliency, economic stability and protection of natural resources endemic to SJC.

3. Public Safety Operations
   St. Johns County has numerous public safety operations serving LMI communities that were comprised, necessitating evacuation and routing operations from other areas that may not optimally serve the County. St. Johns County has to consider rebuilding or building resiliency into these facilities to ensure proper coverage. Fire Stations 5, 6, and 11 were relocated to other facilities during and after that storm.

4. Roadway and Infrastructure Protection Through Dune Restoration
   The dune system is the primary measure of protection for the residences, businesses, and roads of the entire county from storm surge.

   Data collected by SJC shows an average loss of about 10 cubic yards (cy) sand from the County line at Ponte Vedra south to the County line at Summer Haven; approximately 42 miles of coastline. FEMA's regulations allow for the county to be reimbursed for up to 6 cubic yards (cy) of sand per foot of shoreline. Therefore, the unmet need to which CDBG-DR funding would be applied is 4 cy/ft of sand. Note: the 42 miles includes: 1) the 2.5-mile beach that is part of a federally funded restoration project, and 2) park land. Removing such lands leaves about 32 miles of shoreline where the additional 4 cy/ft of sand can be placed. The dollar amount of the replacement sand to be purchased using CDBG-DR funding, i.e., 4 cy/ft, ranges from $40 to $50 per cy, or about $25 to $32M. The range of the dune restoration project and its proximity to the 13 block groups that populations over 51% are shown in GIS Figure St. Johns County Dune Restoration contain LMI (Attachment #03). The dune restoration funded using CDBG-DR monies would not duplicate efforts currently under USACE scope, e.g., St. Augustine Inlet.

Infrastructure – Within LMI

1. Town of Hastings
   An LMI area within SJC is the Town of Hastings (Tract 211.01, BG 2, 55.3% LMI) which has ongoing water and sewer needs, as they currently use their own outdated water and waste water treatment plants and have areas still using septic systems versus ~~a~~ being incorporated into the municipal system. During flood events the septic systems overflow and release raw sewage into the surrounding area(s).

2. West St. Augustine
   Another LMI area within SJC is West St. Augustine, which contains the following census tracts and block groups: 211.03 BG1, 210.02 BG 2, and BG 1, 213.01 BG 2, 210.03 BG 1, and 203 BG1 and BG2, has its own water system but is on septic systems which are largely outdated, substandard to current codes, and degraded. The water and sewer system would be connected to the county's infrastructure and lift station(s) and a force main to connect the two systems.

CITY OF ST. AUGUSTINE
ATTACHMENT I

CITY OF ST. AUGUSTINE
CAPITAL IMPROVEMENT PLAN
FY 2017 - 2021

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CITY OF ST. AUGUSTINE
FY 2017 - 2021
CAPITAL IMPROVEMENT PROJECT REQUEST FORM

PROJECT SUMMARY		
Project Category:	Transportation	
Department:	Public Works	
Project Title:	King Street Drainage (KSDI)	
Fiscal Year of CIP Request:		2020
Requested Project Start/Completion:	5/1/2014	9/30/2020
Funded Project Start/Completion:	5/1/2014	9/30/2020
State Grant Funds:		
Federal Grant Funds:		
Other Grant Funds:		
Current CIP Ranking:		
Location:	King Street	

DESCRIPTION AND JUSTIFICATION

(Project # KSDI) Multi-facet project partnering with FDOT drainage project. Utility relocations in conflict with the drainage. Project limits from Malaga Street to Avenida Menendez. Project includes undergrounding overhead electric, new street lights (assessment) and various street scape improvements, crosswalks, and connection to City drainage system at Cordova Street. (#3 priority project from stormwater master plan. Designs funded via UWHC agreement with FDOT. No funding source identified yet for undergrounding electric and streetlighting, assuming partial assessment.

ANNUAL IMPACT ON OPERATING BUDGET	
Are Operating Impacts Anticipated?	Yes
If Yes, Complete Information Below	
Fund That Will Be Impacted	General
Revenue Generated From Project	
Additional FTE's Needed for the Project	
Salaries and Benefits for Additional FTEs	
Additional/(Decreased) Operating Expenses	$5,000
Debt Service (Principal and Interest)	
Fiscal Year the Impacts are Anticipated to Begin	2019/2020

PROJECT COSTS	Original	Current
Planning & Design	$170,290	$170,290
Land		
Buildings		
Building Improvements		
Improvements o/t Buildings	$2,888,558	$3,017,391
Equipment		
Contengency	$13,833	$15,000
TOTAL	$3,072,681	$3,202,681

*** Note: If Other Funding is used please indicate the intended funding sources in the Description and Justifcation section of this form.**

FISCAL YEAR	GENERAL FUND	UTILITY FUND	STORMWATER FUND	SOLIDWASTE FUND	MARINA FUND	V.I.C. FUND	GRANTS/ CONTRIBUTIONS	DEBT PROCEEDS	OTHER*	TOTAL
Previous Years	$26,519	$130,000								$156,519
2016										$0
2017										$0
2018										$0
2019	$679,000									$679,000
2020	$809,514	$1,300,000	$257,648							$2,367,162
2021										$0
Total	$1,515,033	$1,430,000	$257,648	$0	$0	$0	$0	$0	$0	$3,202,681

CITY OF ST. AUGUSTINE
FY 2017 - 2021
CAPITAL IMPROVEMENT PROJECT REQUEST FORM

PROJECT SUMMARY		
Project Category:	Water Distribution	
Department:	Public Works	
Project Title:	King St. 16-inch SubAqueous	
Fiscal Year of CIP Request:		2019/2020
Requested Project Start/Completion:	10/1/2019	9/30/2021
Funded Project Start/Completion:	10/1/2019	9/30/2021
State Grant Funds:		
Federal Grant Funds:		
Other Grant Funds:		
Current CIP Ranking:		
Location:	King St/San Sebastian	

DESCRIPTION AND JUSTIFICATION

Construct new subaqueous crossing under the San Sebastian along King Street. FDOT plans to reconstruct bridge in future and existing watermain is co-located on side of the bridge. Pipeline replacement is necessary to replace aging infrastructure plus locate pipeline so relocation will not be required. Junior Loan #2 SRF in 2020

ANNUAL IMPACT ON OPERATING BUDGET	
Are Operating Impacts Anticipated?	No
If Yes, Complete Information Below	
Fund That Will Be Impacted	
Revenue Generated From Project	
Additional FTE's Needed for the Project	
Salaries and Benefits for Additional FTEs	
Additional/(Decreased) Operating Expenses	
Debt Service (Principal and Interest)	
Fiscal Year the Impacts are Anticipated to Begin	

PROJECT COSTS	Original	Current
Planning & Design	$40,000	$40,000
Land		
Buildings		
Building Improvements		
Improvements o/t Buildings	$560,000	$560,000
Equipment		
Contengency		
TOTAL	$600,000	$600,000

*** Note: If Other Funding is used please indicate the intended funding sources in the Description and Justifcation section of this form.**

FISCAL YEAR	GENERAL FUND	UTILITY FUND	STORMWATER FUND	SOLIDWASTE FUND	MARINA FUND	V.I.C. FUND	GRANTS/ CONTRIBUTIONS	DEBT PROCEEDS	OTHER*	TOTAL
Previous Years										$0
2016										$0
2017										$0
2018										$0
2019										$0
2020		$600,000								$600,000
2021										$0
Total	$0	$600,000	$0	$0	$0	$0	$0	$0	$0	$600,000

CITY OF ST. AUGUSTINE
FY 2017 - 2021
CAPITAL IMPROVEMENT PROJECT REQUEST FORM

PROJECT SUMMARY		
Project Category:	Sewer Collection	
Department:	Public Works	
Project Title:	W. Augustine Sewer	
Fiscal Year of CIP Request:		2014/2015
Requested Project Start/Completion:	10/1/2014	9/30/2022
Funded Project Start/Completion:	10/1/2014	9/30/2022
State Grant Funds:		
Federal Grant Funds:		
Other Grant Funds:		
Current CIP Ranking:		
Location:	Various	

DESCRIPTION AND JUSTIFICATION

Committment to West Augustine for Sewer projects $250,000 annual. City and CRA Steering Committee to work together to establish priorities. FY 15/16 and FY 16/17 are combined with W. King Street sewer improvements for a combined $250,000.

ANNUAL IMPACT ON OPERATING BUDGET	
Are Operating Impacts Anticipated?	No
If Yes, Complete Information Below	
Fund That Will Be Impacted	
Revenue Generated From Project	
Additional FTE's Needed for the Project	
Salaries and Benefits for Additional FTEs	
Additional/(Decreased) Operating Expenses	
Debt Service (Principal and Interest)	
Fiscal Year the Impacts are Anticipated to Begin	

PROJECT COSTS	Original	Current
Planning & Design		
Land		
Buildings		
Building Improvements		
Improvements o/t Buildings	$775,000	$1,275,000
Equipment		
Contengency		
TOTAL	$775,000	$1,275,000

*** Note: If Other Funding is used please indicate the intended funding sources in the Description and Justifcation section of this form.**

FISCAL YEAR	GENERAL FUND	UTILITY FUND	STORMWATER FUND	SOLIDWASTE FUND	MARINA FUND	V.I.C. FUND	GRANTS/ CONTRIBUTIONS	DEBT PROCEEDS	OTHER*	TOTAL
Previous Years		$12,500								$12,500
2016		$12,500								$12,500
2017		$250,000								$250,000
2018		$250,000								$250,000
2019		$250,000								$250,000
2020		$250,000								$250,000
2021		$250,000								$250,000
Total	$0	$1,275,000	$0	$0	$0	$0	$0	$0	$0	$1,275,000

CITY OF ST. AUGUSTINE
FY 2017 - 2021
CAPITAL IMPROVEMENT PROJECT REQUEST FORM

PROJECT SUMMARY		
Project Category:	Stormwater Collection System	
Department:	Public Works	
Project Title:	Downtown Drainage Imp.	
Fiscal Year of CIP Request:		2016/2017
Requested Project Start/Completion:	10/1/2016	9/30/2019
Funded Project Start/Completion:	10/1/2016	9/30/2019
State Grant Funds:		
Federal Grant Funds:		
Other Grant Funds:		
Current CIP Ranking:		
Location:	Downtown	

DESCRIPTION AND JUSTIFICATION

This project is the #3 priority capital project from the Stormwater Master Plan 2014. Includes stormwater improvements to Lake Maria Sanchez and within the Maria Sanchez stormwater basin. Includes reconstruction of the storm collection system, and extending storm collection from King Street, north on Cordova to Carrera. Plan is to re-route collection from three downtown area basins to the King Street outfall. This will improve Cordova drainage, as well as remove load from the downtown historic district system.
Project planning to begin in 2017. Delay start to follow vunerability assessment. Need to compute water and sewer budget impacts.

ANNUAL IMPACT ON OPERATING BUDGET	
Are Operating Impacts Anticipated?	Yes
If Yes, Complete Information Below	
Fund That Will Be Impacted	Stormwater
Revenue Generated From Project	
Additional FTE's Needed for the Project	
Salaries and Benefits for Additional FTEs	
Additional/(Decreased) Operating Expenses	TBD
Debt Service (Principal and Interest)	
Fiscal Year the Impacts are Anticipated to Begin	2016/2017

PROJECT COSTS	Original	Current
Planning & Design	$525,000	$525,000
Land		
Buildings		
Building Improvements		
Improvements o/t Buildings	$4,000,000	$3,950,000
Equipment		EDIT
Contengency		$81
TOTAL	$4,525,000	$4,475,081

*** Note: If Other Funding is used please indicate the intended funding sources in the Description and Justifcation section of this form.**

FISCAL YEAR	GENERAL FUND	UTILITY FUND	STORMWATER FUND	SOLIDWASTE FUND	MARINA FUND	V.I.C. FUND	GRANTS/ CONTRIBUTIONS	DEBT PROCEEDS	OTHER*	TOTAL
Previous Years										$0
2016										$0
2017			$75,000							$75,000
2018			$400,000							$400,000
2019			$4,000,000							$4,000,000
2020										$0
2021										$0
Total	$0	$0	$4,475,000	$0	$0	$0	$0	$0	$0	$4,475,000

CITY OF ST. AUGUSTINE
FY 2017 - 2021
CAPITAL IMPROVEMENT PROJECT REQUEST FORM

PROJECT SUMMARY		
Project Category:	Stormwater Collection System	
Department:	Public Works	
Project Title:	Davis Shores Backflow Prev.	
Fiscal Year of CIP Request:	2016/2017	
Requested Project Start/Completion:	10/1/2017	9/30/2019
Funded Project Start/Completion:	10/2/2017	9/30/2019
State Grant Funds:		
Federal Grant Funds:		
Other Grant Funds:		
Current CIP Ranking:		
Location:	Davis Shores	

DESCRIPTION AND JUSTIFICATION
Retrofit outfalls with backflow prevention valves to prevent tidal flooding.

ANNUAL IMPACT ON OPERATING BUDGET	
Are Operating Impacts Anticipated?	No
If Yes, Complete Information Below	
Fund That Will Be Impacted	
Revenue Generated From Project	
Additional FTE's Needed for the Project	
Salaries and Benefits for Additional FTEs	
Additional/(Decreased) Operating Expenses	
Debt Service (Principal and Interest)	
Fiscal Year the Impacts are Anticipated to Begin	

PROJECT COSTS	Original	Current
Planning & Design	$100,000	$100,000
Land		
Buildings		
Building Improvements		
Improvements o/t Buildings	$580,000	$580,000
Equipment		
Contengency		
TOTAL	$680,000	$680,000

*** Note: If Other Funding is used please indicate the intended funding sources in the Description and Justifcation section of this form.**

FISCAL YEAR	GENERAL FUND	UTILITY FUND	STORMWATER FUND	SOLIDWASTE FUND	MARINA FUND	V.I.C. FUND	GRANTS/ CONTRIBUTIONS	DEBT PROCEEDS	OTHER*	TOTAL
Previous Years										$0
2016										$0
2017			$100,000							$100,000
2018			$280,000							$280,000
2019			$300,000							$300,000
2020										$0
2021										$0
Total	$0	$0	$680,000	$0	$0	$0	$0	$0	$0	$680,000

CITY OF ST. AUGUSTINE
FY 2017 - 2021
CAPITAL IMPROVEMENT PROJECT REQUEST FORM

PROJECT SUMMARY		
Project Category:	Stormwater Collection System	
Department:	Public Works	
Project Title:	Neighborhood Drainage Imp	
Fiscal Year of CIP Request:		2013/2014
Requested Project Start/Completion:	10/1/2013	9/30/2021
Funded Project Start/Completion:	10/1/2013	9/30/2021
State Grant Funds:		
Federal Grant Funds:		
Other Grant Funds:		
Current CIP Ranking:		
Location:	Various	

DESCRIPTION AND JUSTIFICATION

This project is for annual neighborhood drainage improvements program as identified in 2012 Stormwater Master Plan. Project is on-going. Projecting $200,000 per year for small drainage improvements in residential neighborhoods. Some examples are:
- Alerto/Davis Shore Improvements
- Helen Street Improvements
- Atlantic/Althea Drainage Improvements
- Isla Drive Improvements

FROM 2022 - 2027 THERE IS ANOTHER $1,200,000 ($200,000 EACH YEAR) THAT THIS FORM DOES NOT ACCOUNT FOR.

ANNUAL IMPACT ON OPERATING BUDGET	
Are Operating Impacts Anticipated?	No
If Yes, Complete Information Below	
Fund That Will Be Impacted	
Revenue Generated From Project	
Additional FTE's Needed for the Project	
Salaries and Benefits for Additional FTEs	
Additional/(Decreased) Operating Expenses	
Debt Service (Principal and Interest)	
Fiscal Year the Impacts are Anticipated to Begin	

PROJECT COSTS	Original	Current
Planning & Design	$102,500	$102,500
Land		
Buildings		
Building Improvements		
Improvements o/t Buildings	$922,500	$1,012,500
Equipment		
Contengency		
TOTAL	$1,025,000	$1,115,000

*** Note: If Other Funding is used please indicate the intended funding sources in the Description and Justifcation section of this form.**

FISCAL YEAR	GENERAL FUND	UTILITY FUND	STORMWATER FUND	SOLIDWASTE FUND	MARINA FUND	V.I.C. FUND	GRANTS/ CONTRIBUTIONS	DEBT PROCEEDS	OTHER*	TOTAL
Previous Years			$225,000							$225,000
2016			$200,000							$200,000
2017										$0
2018										$0
2019		$30,000	$200,000							$230,000
2020		$30,000	$200,000							$230,000
2021		$30,000	$200,000							$230,000
Total	$0	$90,000	$1,025,000	$0	$0	$0	$0	$0	$0	$1,115,000

PASCO COUNTY
ATTACHMENT J

What do these grants funds pay for?

- All funded activities must meet one of the three HUD National Objective:
  - Benefit persons of low and moderate income (LMI)
  - Aid in the prevention or elimination of slums or blight
  - Meet other urgent community development needs because of serious or immediate threat

*70% of these $58.6 million must benefit LMI persons

FOR FURTHER INFORMATION CONTACT: Stanley Gimont, Director, Office of Block Grant Assistance, Department of Housing and Urban Development, 451 7th Street SW., Room 7286, Washington, DC 20410, telephone number 202–708–3587. Persons with hearing or speech impairments may access this number via TTY by calling the Federal Relay Service at 800–877–8339. Facsimile inquiries may be sent to Mr. Gimont at 202–401–2044. (Except for the "800" number, these telephone numbers are not toll-free.) Email inquiries may be sent to: *disaster_recovery@hud.gov.*

SUPPLEMENTARY INFORMATION:

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II. Use of Funds
III. Grant Amendment Process
IV. Applicable Rules, Statutes, Waivers, and Alternative Requirements
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Appendix A: Allocation Methodology

I. Allocations

Section 101 of the Further Continuing and Security Assistance Appropriations Act, 2017 (division A of Pub. L. 114–254, approved December 10, 2016) amended the Continuing Appropriations Act, 2017 (division C of Pub. L. 114–223) by adding a new section 192 that makes available $1,808,976,000 in Community Development Block Grant (CDBG) funds for necessary expenses for activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 *et seq.*) related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas resulting from a major disaster declared in 2016 and occurring prior to December 10, 2016. Qualifying major disasters are declared by the President pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5121 *et seq.*) (Stafford Act). The following allocations of funds appropriated by section 192 are in addition to the $500 million appropriated by section 145(a) and allocated in the Prior Notice. Section 192 specifies that these additional funds are subject to the same authority and conditions as those in section 145(a), except the major disaster must have occurred prior to December 10, 2016.

Section 145(a) provides that grants shall be awarded directly to a State or unit of general local government at the discretion of the Secretary. The Secretary has elected to award funds only to States in this notice. Unless noted otherwise, the term "grantee" refers to the State receiving an award from HUD under this notice. To comply with the statutory requirement that funds be used for disaster-related expenses in the most impacted and distressed areas, HUD allocates funds using the best available data that cover all of the eligible affected areas.

Section 192(b) permits HUD to use up to $3,000,000 of the appropriated amount for necessary costs, including information technology costs, of administering and overseeing the obligation and expenditure of amounts made available by sections 145(a) and 192. The Department is deducting the full $3,000,000, resulting in a total of $1,805,976,000 available for allocation.

Based on further review of the impacts from the eligible disasters, and estimates of unmet need, HUD is making the following allocations:

TABLE 1—ALLOCATIONS UNDER PUBLIC LAW 114–245

Disaster No.	Grantee	Allocation	Minimum amount that must be expended for recovery in the HUD-identified "most impacted and distressed" areas
4263, 4277	State of Louisiana	$1,219,172,000	($975,337,600) East Baton Rouge, Livingston, Ascension, Tangipahoa, Ouachita, Lafayette, Lafayette, Vermilion, Acadia, Washington, and St. Tammany Parishes.
4266, 4269, 4272	State of Texas	177,064,000	($141,651,200) Harris, Newton, Montgomery, Fort Bend, and Brazoria Counties.
4273	State of West Virginia	87,280,000	($69,824,000) Kanawha and Greenbrier Counties.
4285	State of North Carolina	198,553,000	($158,842,400) Robeson, Cumberland, Edgecombe, and Wayne Counties.
4286	State of South Carolina	65,305,000	($52,244,000) Marion County.
4280, 4283	State of Florida	58,602,000	($46,881,600) St. Johns County.
Total		1,805,976,000	

Use of funds for all grantees is limited to unmet recovery needs from the major disasters identified in Table 1. Please note that in addition to the FEMA disaster numbers listed in the Prior Notice for the State of Texas, the State may also expend its allocation of funds from the Prior Notice on FEMA disaster number DR–4272.

Table 1 also shows the HUD-identified "most impacted and distressed" areas impacted by the disasters. At least 80 percent of the total funds provided to each State under this notice must address unmet needs within the HUD-identified "most impacted and distressed" areas, as identified in the last column in Table 1. For grantees that received an allocation under the Prior Notice, 80 percent of both allocations may be used to address unmet needs within the HUD-identified "most impacted and distressed" areas that are identified in Table 1 of this notice. Grantees may determine where the remaining 20 percent may be spent by identifying areas it determines to be "most impacted and distressed." A detailed explanation of HUD's allocation methodology is provided at Appendix A.

II. Use of Funds

Funds allocated under this notice and funds allocated pursuant to the Prior Notice are subject to the requirements of the Prior Notice, including the provisions of the Prior Notice as amended herein. As a reminder, section 145(a) requires that prior to the obligation of CDBG–DR funds, a grantee shall submit a plan to HUD for approval detailing the proposed use of all funds, including criteria for eligibility, and how the use of these funds will address long-term recovery and restoration of infrastructure and housing and economic revitalization in the most impacted and distressed areas. This action plan for disaster recovery must describe uses and activities that: (1) Are authorized under title I of the Housing and Community Development Act of 1974 (HCD Act) or allowed by a waiver or alternative requirement (see section IV., below); and (2) respond to disaster-

General Action Plan Requirements

1. Unmet Needs Assessment

Introduction

This unmet needs assessment covers Florida's housing, infrastructure, and business damage and recovery efforts for both Hurricane Hermine (September 2016) and Hurricane Matthew (October 2016).

In September 2016 and October 2016, Florida was impacted by two hurricanes, resulting in storm surge and high winds. Hurricane Hermine made landfall along the Big Bend area of the state. Hurricane Matthew traveled up the entire eastern coastline, eventually making landfall about 30 miles north of Charleston, South Carolina. Matthew's proximity to the coast of the United States is historic in that it is the only storm within the recent period of record to skirt the entire southeastern seaboard requiring evacuations in Florida, Georgia, and South Carolina. More than 2.5 million people across these three states were asked to evacuate, making Matthew the second largest mass evacuation in U.S. history.[1] Fortunately, Florida was well rehearsed for a massive hurricane evacuation and most people were able to get out of harm's way. Although many lives were spared because of proper planning and execution of hurricane plans, the state still saw large storm surge and high winds, which caused damage to infrastructure, homes, and businesses.

Hurricane Matthew's significant storm surge was also historic in some parts of Florida. Tide levels on the east coast from Cape Canaveral north to the state border peaked as Matthew passed and storm surge flooding was widespread. On October 7, a peak surge of 9.88 feet above normal was measured at a National Ocean Service tide gauge at Fernandina Beach, Florida. Matthew pummeled more than half the state with heavy rainfall and strong winds, each causing damage to homes in the Northeastern counties. Storm surge from Hurricane Hermine, although not as pronounced as Matthew, still resulted in 7.5 feet of additional flood waters in some coastal areas.

Both Hermine and Matthew caused beach erosion. Hermine damaged coastlines from Pinellas County north to Wakulla County while Matthew eroded beaches in coastal counties from Martin County north to Nassau County. Matthew overtopped an estimated 40 miles worth of dunes and other coastal structures, according to the United States Geological Survey.[2] Additionally, agricultural operations in 16 counties were affected mainly due to power outages and wind damage. Although damaged businesses faced a 4-6 week disruption, many stepped up to give back to their communities. Free meals were prepared and given out to flood victims by volunteers. First responders, as well as many residents, were given discounts on needed services to ease financial hardship.

As the state continues its long term recovery efforts from these two storms, a focus on identifying impacts and addressing unmet needs is key. State and local government agencies, as well as civic

[1] https://www.washingtonpost.com/news/post-nation/wp/2016/10/07/hurricane-matthew-rumbles-along-floridas-coast-as-governor-warns-this-is-not-over/?utm_term=.5eb3105407ff
[2] https://www.usgs.gov/news/and-after-photos-se-beach-dunes-lost-hurricane-matthew

Background

The Disaster Relief Appropriations Act (Pubic Laws 114-223 and 114-254) (Appropriations Act) appropriated federal funds to states or units of general local government (UGLGs) for disaster recovery efforts. Public Law 114-223 appropriated $500 million and Public Law 114-254 appropriated $1.8 billion in Community Development Block Grant Disaster Recovery (CDBG-DR) funds to be distributed to the various states that received a presidential disaster declaration in 2016. These funds are to be used in order to satisfy a portion of unmet need that still remains after other federal assistance such as the Federal Emergency Management Agency (FEMA), Small Business Administration (SBA), or private insurance has been allocated. The Florida Department of Economic Opportunity is the lead agency and responsible entity for administering the CDBG-DR funds allocated to the State.

The Department of Housing and Urban Development (HUD) uses the "best available" data to identify and calculate unmet needs for disaster relief, long-term recovery, restoration of infrastructure, and housing and economic revitalization. Based on this assessment, HUD notified the State of Florida that it will receive an allocation of $58,602,000 in disaster recovery funds to assist in recovery from the hurricanes.

The Disaster Relief Appropriations Act requires that the state or local government must expend the funds within six years of the executed agreement between HUD and the grantee unless an extension is granted by HUD. In order to ensure that the funds assist the most impacted areas, 80 percent of the combined total awarded to the State will go to the Most Impacted and Distressed counties. All of the allocated funds must be used for eligible disaster-related activities. To ensure that fraud, waste, and misuse of funds does not occur, effective controls must be in place and monitored for compliance.

The Unmet Needs Assessment, which evaluates the three core aspects of recovery – housing, infrastructure, and economic development, forms the basis for the decisions outlined in the Action Plan. It was developed with the help of many state and local stakeholders as well as the public, through county and local risk assessments and the public comment period, to determine how unmet needs can be addressed with these limited federal funds.

Hermine produced heavy rainfall across much of western and northern Florida (Figure 3). The maximum reported storm-total rainfall was near Tarpon Springs, Florida, in Pinellas County, where 22.36 inches was measured between August 30 and September 2, 2016. More than 10 inches of rain were reported at other sites along the west coast of Florida, particularly in Pinellas, Pasco, Manatee, and Charlotte Counties. The heavy rainfall caused flooding of streets and low-lying areas near the west coast of Florida, especially in Pinellas County where the rain was heaviest. Flooding occurred on several rivers in northern Florida, although only the Anclote River reached major flood stage. The river crested at 25.08 feet in Elfers, which was about seven feet above flood stage and one foot above major flood stage. Moderate flooding occurred on the Steinhatchee River near Steinhatchee, where the river crested almost four feet above flood stage at a level of 23.24 feet.

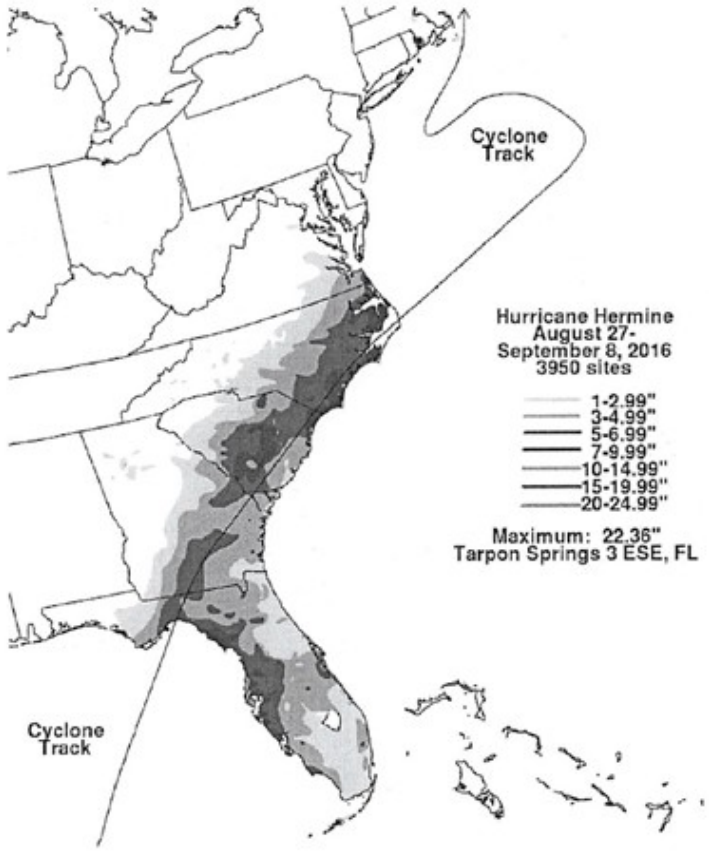


Figure 3: Hurricane Hermine Track and Rainfall Estimates

Hurricane Matthew

Hurricane Matthew (Figure 4) brought storm surge up to eight feet in some areas, damaging winds (Figure 5), and rainfall (Figure 6) across most of the presidentially declared impact areas. In some places these three hazards created a compound threat damaging homes and infrastructure.

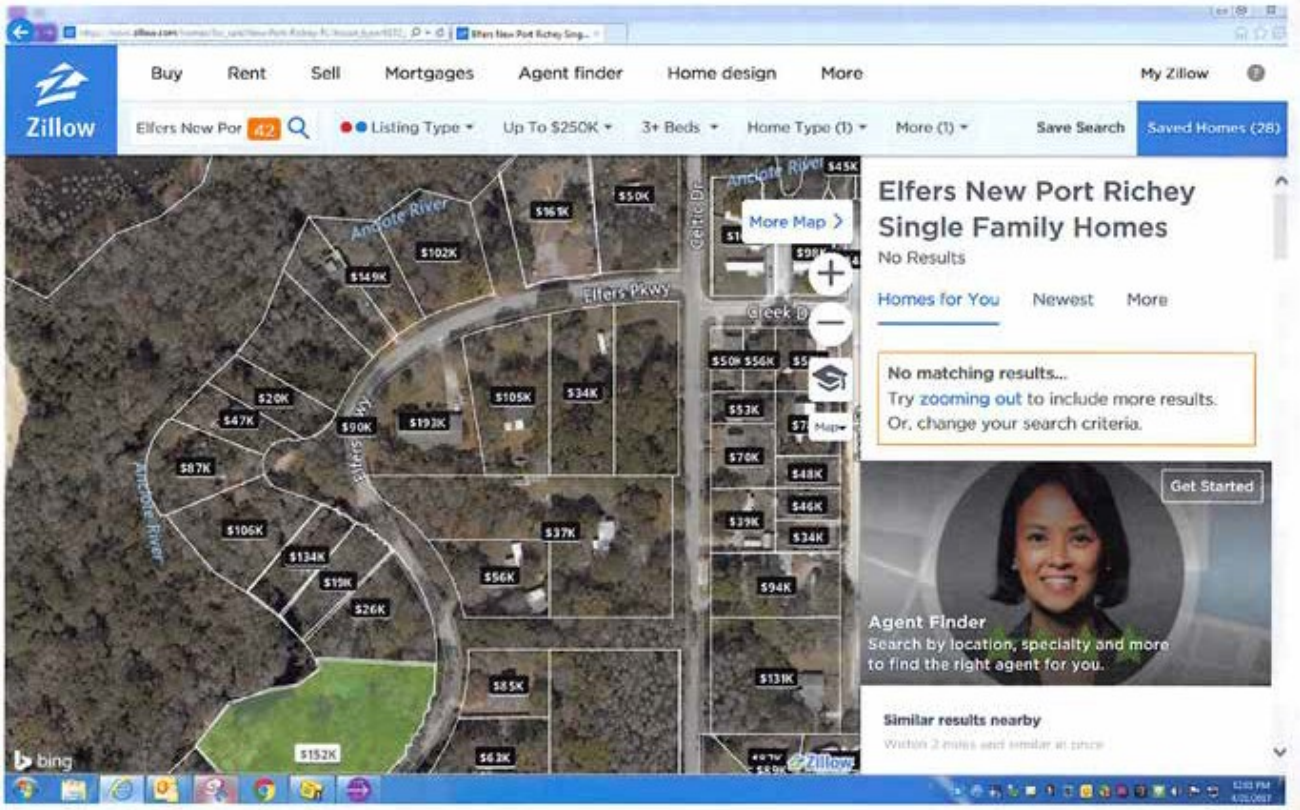
In addition to flooding, many homes were damaged by the combination of wind and rainfall. This has complicated the recovery process in that wind and rain damages can only be accessed on a case by case basis where areal flooding impacts are more easily ascertained for larger areas at once. Portions of the state saw high amounts of rainfall with several areas receiving more than 10 inches of rain in a 24 hour period.[4] Figure 6 below illustrates the extent and severity of the hurricane event and associated rainfall amounts. Inland areas, rather than the immediate coastline, experienced the largest amounts of rain. Orlando received nearly nine inches of rain, Jacksonville nearly seven inches, and Daytona Beach received almost six inches.

Storm surge flooding affected the St. Augustine area, including major flooding on Anastasia Island where water was reported to be 2.5 feet above ground level. To the south in nearby Flagler Beach, Florida, parts of Highway A1A were washed out by the storm surge. Some of the highest inundation occurred farther inland away from the immediate coast on smaller back bays and inland waterways. The St. Johns River in northeast Florida reached its highest level on record at Shands Bridge, along with 3 to 4.3 feet of storm surge inundation reported at the Racy Point, Red Bay Point and I-295 bridge tide gauges. The National Weather Service in Jacksonville conducted a storm survey and found that Matthew's force had carved a new inlet between Marineland and Matanzas Inlet, between Palm Coast and St. Augustine Beach, Florida.

A detailed accounting of post-storm impacts by counties can be found in the National Weather Service Post Tropical Cyclone Report. Included here are many references to wind, flooding, rain, and surge damages.[5]

[4] https://weather.com/storms/hurricane/news/hurricane-matthew-bahamas-florida-georgia-carolinas-forecast

[5] https://www.weather.gov/media/chs/MatthewPSH.pdf


Zillow
Buy
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Sell
Mortgages
Agent finder
Home design
More
My Zillow
Elfers New Por 42
Listing Type
Up To $250K
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Home Type (1)
More (1)
Save Search
Saved Homes (28)
Anclote River
Elfers Pkwy
Celtic Dr
More Map
Elfers New Port Richey
Single Family Homes
No Results
Homes for You
Newest
More
No matching results...
Try zooming out to include more results.
Or, change your search criteria.
Get Started
Agent Finder
Search by location, specialty and more
to find the right agent for you.
Similar results nearby
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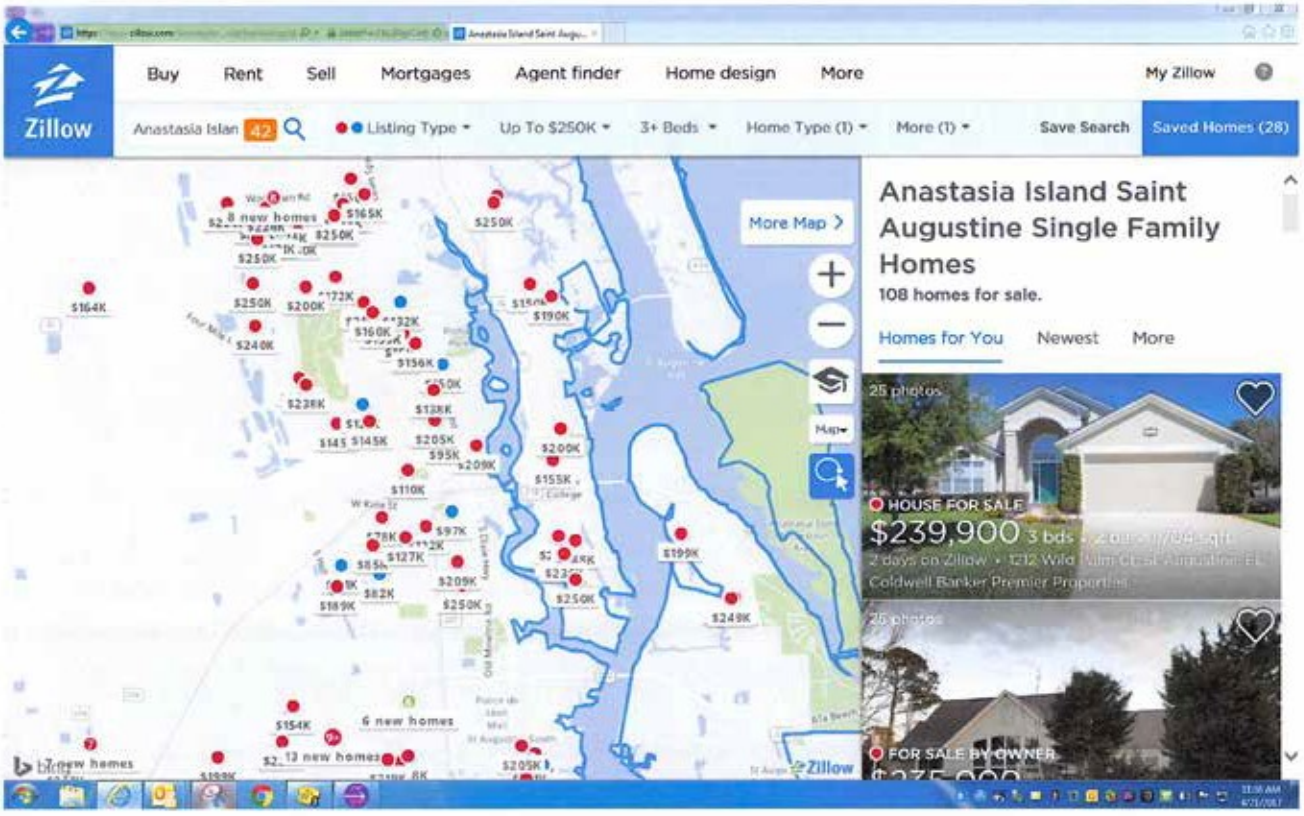
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Buy
Rent
Sell
Mortgages
Agent finder
Home design
More
My Zillow
Anastasia Islan 42
Listing Type
Up To $250K
3+ Beds
Home Type (1)
More (1)
Save Search
Saved Homes (28)
More Map
Anastasia Island Saint Augustine Single Family Homes
108 homes for sale.
Homes for You
Newest
More
25 photos
HOUSE FOR SALE
$239,900 3 bds
2 days on Zillow
Coldwell Banker Premier Properties
25 photos
FOR SALE BY OWNER
8 new homes
6 new homes
13 new homes

Impact on Low-and-Moderate-Income Populations

All projects supported by HUD Community Development Block Grant (CDBG) assistance must meet one of the program's three National Objectives: (1) benefiting low- and moderate-income (LMI) persons, (2) aiding in the prevention or elimination of slums or blight, or (3) meeting a need having particular urgency (urgent need).[7]

Low- to moderate- income households are defined as households that do not exceed 80 percent of the median income for their area, as determined by HUD. These income categories are grouped into the following classifications:[8]

- **Very low income** - has an annual income at 30 percent or below the area median income;
- **Low income** - has an annual income at 31 percent to 50 percent of the area median income; and
- **Moderate income** - has an annual income at 51 percent to 80 percent of the area median income.

For the purpose of CDBG-DR programs, Grantee's apply the above terminology consistent with the original language of the Housing Act and reporting designations in the HUD Disaster Recovery Grant Reporting (DRGR) system. [9]

Please refer to *Appendix 1: HUD Income Limits* for income categories in the declared counties.

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[7] These National Objective definitions and corresponding language are set by HUD regulation.

[8] The term "Low-and-Moderate Income" is defined in the Housing and Community Development Act of 1974 as:
The terms "persons of low and moderate income" and "low- and moderate-income persons" mean families and individuals whose incomes do not exceed 80 percent of the median income of the area involved, as determined by the Secretary with adjustments for smaller and larger families. The term "persons of low income" means families and individuals whose incomes do not exceed 50 percent of the median income of the area involved, as determined by the Secretary with adjustments for smaller and larger families. The term "persons of moderate income" means families and individuals whose incomes exceed 50 percent, but do not exceed 80 percent, of the median income of the area involved, as determined by the Secretary with adjustments for smaller and larger families.

[9] HUD Program Income Limits are published annually for use across all HUD funded program and contain incongruous terminology to the Housing Act. Terminology published in the annual income limits is applied to other HUD funded formula allocation programs to support individual income group targets within the LMI category: https://www.huduser.gov/portal/datasets/il.html

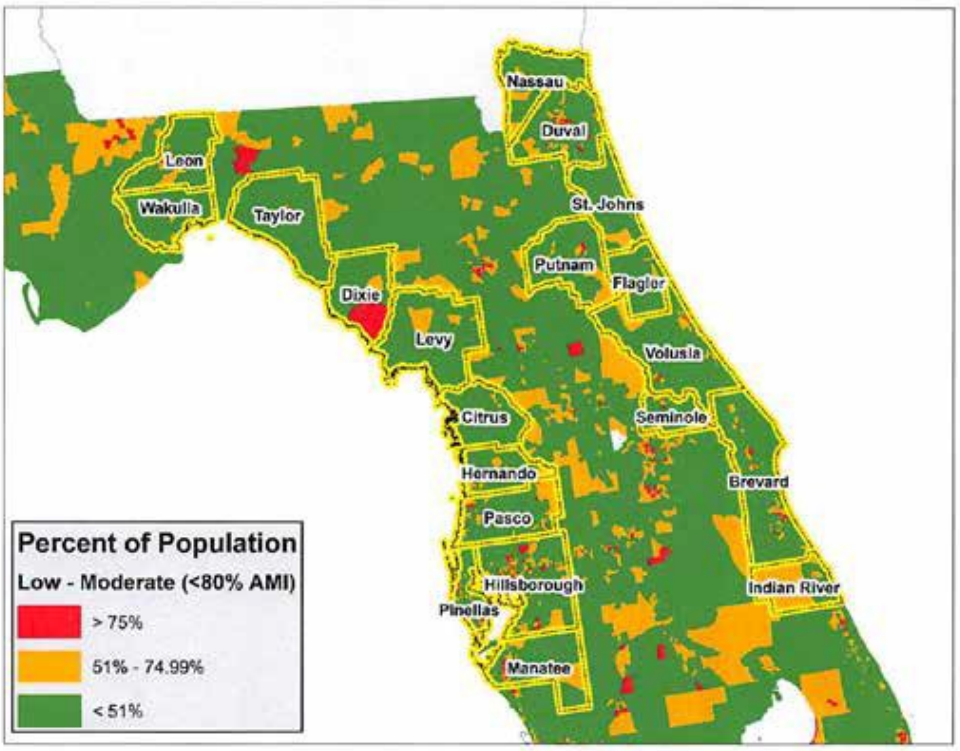

Figure 8: Low to Moderate Income by Block Group

Every impacted county has areas meeting HUD's 51 percent LMI threshold criteria, but some counties have much larger LMI populations than others (Figure 8). Table 4 below illustrates the count of block groups and sum of populations by low-moderate income levels within impacted counties. What becomes clear when looking at the number of people who are low to moderate income is that every county has multiple areas (block groups) characterized by very low income levels. When block group populations are examined, additional LMI concentrations within each county become apparent, as illustrated in Figure 9 - Figure 13 below.

Appendix 2: LMI Maps for Individual Assistance Designated Counties - details block group level LMI information for every presidentially declared county.

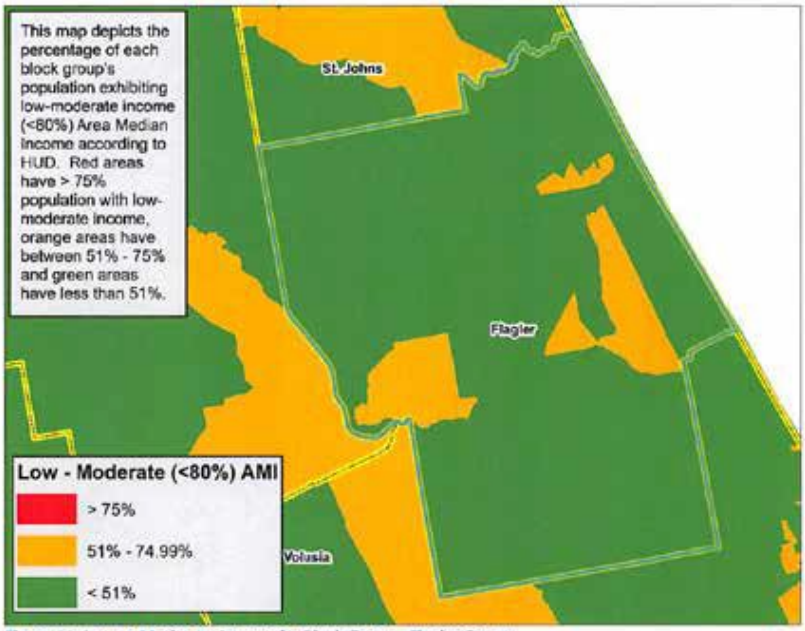

Figure 11: Low to Moderate Income by Block Group - Flagler County

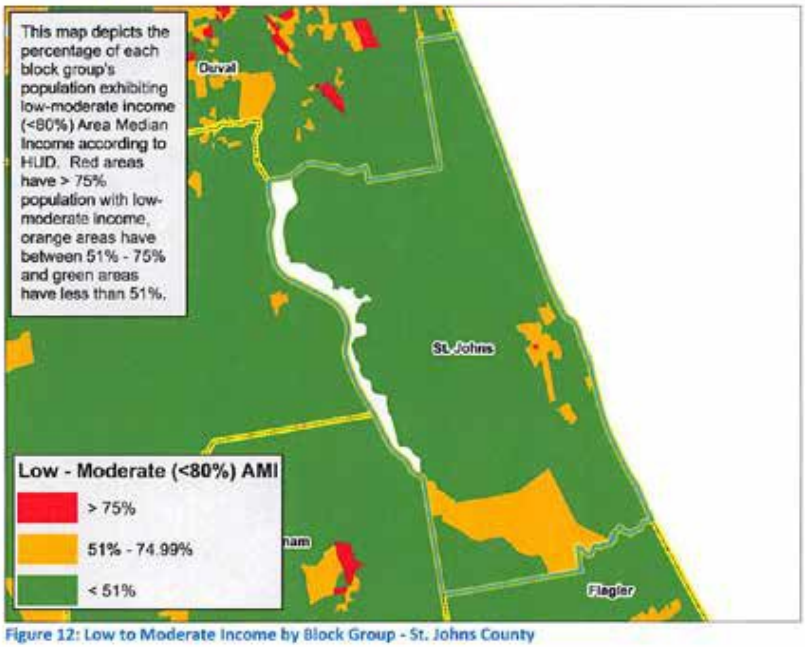

Figure 12: Low to Moderate Income by Block Group - St. Johns County

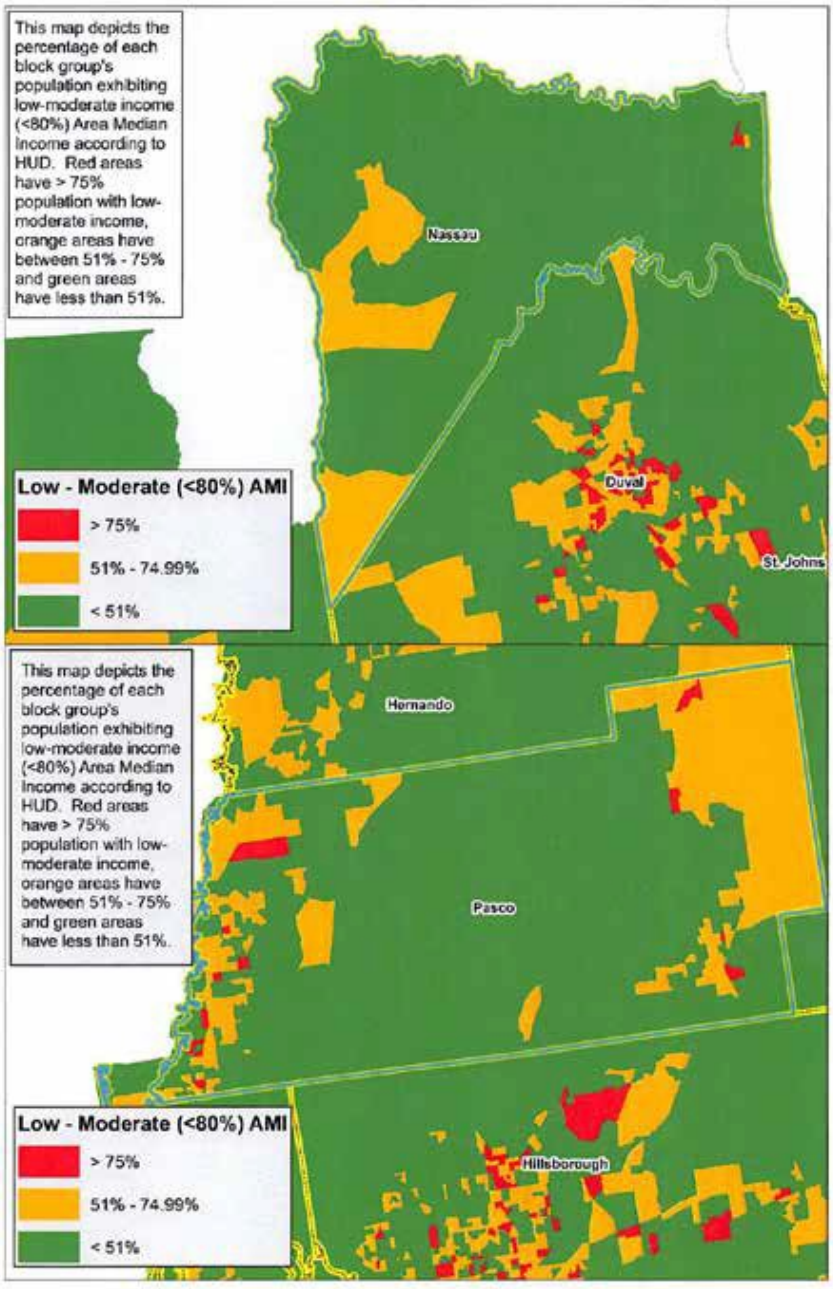
This map depicts the percentage of each block group's population exhibiting low-moderate income (<80%) Area Median Income according to HUD. Red areas have > 75% population with low-moderate income, orange areas have between 51% - 75% and green areas have less than 51%.
Low - Moderate (<80%) AMI
> 75%
51% - 74.99%
< 51%
Nassau
Duval
St. Johns
This map depicts the percentage of each block group's population exhibiting low-moderate income (<80%) Area Median Income according to HUD. Red areas have > 75% population with low-moderate income, orange areas have between 51% - 75% and green areas have less than 51%.
Low - Moderate (<80%) AMI
> 75%
51% - 74.99%
< 51%
Hernando
Pasco
Hillsborough

Table 4: LMI Population Counts by Block Group and County for Matthew Impacted Counties[10]

County	Block Groups Counts and Populations by LMI Category					
	< 51% Count	< 51% Population	51% - 75% Count	51% - 75% Population	> 75% Count	>75% Population
Brevard	239	124,655	66	55,205	13	12,430
Citrus	78	39,680	9	8,495	1	740
Dixie	8	3,450	4	3,045	1	240
Duval	309	174,210	131	116,280	50	46,705
Flagler	41	22,080	11	14,000		
Hernando	74	43,545	31	24,500	2	1,050
Hillsborough	590	220,115	223	162,995	68	62,740
Indian River	69	31,560	19	16,970	5	4,665
Leon	108	38,115	38	31,230	31	40,790
Levy	23	12,800	6	4,050		
Manatee	126	62,360	54	41,050	28	36,835
Nassau	34	19,940	5	3,775	1	470
Pasco	204	96,330	89	67,870	15	14,245
Pinellas	533	206,415	152	104,430	36	27,130
Putnam	42	17,685	17	12,460	2	2,120
Seminole	194	93,675	31	29,800	10	9,850
St. Johns	69	36,065	12	12,595	1	1,150
Taylor	15	5,590	4	1,760	1	500
Volusia	204	114,020	68	60,830	17	12,625
Wakulla	13	8,090	2	2,050		
Total	**2,960**	**1,362,290**	**970**	**771,340**	**282**	**274,285**

Pasco < 51% 96,330
51%-75% 67,870
> 75% 14,245
178,445

2015 census pop. 497,909

35.83%

St. John's < 51% 36,065
51-75% 12,595
> 75% 1,150
49,810

2015 census pop. 226,640

21.97%

[10] https://www.hudexchange.info/programs/acs-low-mod-summary-data/acs-low-mod-summary-data-block-groups-places/

United States Census Bureau
U.S. Department of Commerce (//www.commerce.gov/) | Blogs (//www.census.gov/about/contact-us/social_media.html) | Index A-Z (//www.census.gov/about/index.html) | Glossary (//www.census.gov/glossary/) | FAQs (//ask.census.gov/)
United States Census Bureau
Search
(//www.census.gov/en.html) Topics (Population, Economy) Geography (Maps, Products) Library (Infographics, Publications) Data (Tools, Developers) Surveys/Programs (Respond, Survey Data) Newsroom (News, Blogs) About Us (Our Research)

U.S. Census Quick Facts

QuickFacts

Pasco County, Florida

QuickFacts provides statistics for all states and counties, and for cities and towns with a ***population of 5,000 or more***.

ALL TOPICS	PASCO COUNTY, FLORIDA
People	
Population	
Population estimates, July 1, 2016, (V2016)	512,368
Population estimates, July 1, 2015, (V2015)	497,909
Population estimates base, April 1, 2010, (V2016)	464,703
Population estimates base, April 1, 2010, (V2015)	464,703
Population, percent change - April 1, 2010 (estimates base) to July 1, 2016, (V2016)	10.3%
Population, percent change - April 1, 2010 (estimates base) to July 1, 2015, (V2015)	7.1%
Population, Census, April 1, 2010	464,697
Age and Sex	
Persons under 5 years, percent, July 1, 2015, (V2015)	5.0%
Persons under 5 years, percent, April 1, 2010	5.5%
Persons under 18 years, percent, July 1, 2015, (V2015)	20.4%
Persons under 18 years, percent, April 1, 2010	21.2%
Persons 65 years and over, percent, July 1, 2015, (V2015)	22.7% 113,025
Persons 65 years and over, percent, April 1, 2010	20.7%
Female persons, percent, July 1, 2015, (V2015)	51.5%
Female persons, percent, April 1, 2010	51.4%
Race and Hispanic Origin	
White alone, percent, July 1, 2015, (V2015) (a)	89.1%
White alone, percent, April 1, 2010 (a)	88.2%
Black or African American alone, percent, July 1, 2015, (V2015) (a)	5.8%
Black or African American alone, percent, April 1, 2010 (a)	4.5%
American Indian and Alaska Native alone, percent, July 1, 2015, (V2015) (a)	0.4%
American Indian and Alaska Native alone, percent, April 1, 2010 (a)	0.4%
Asian alone, percent, July 1, 2015, (V2015) (a)	2.5%
Asian alone, percent, April 1, 2010 (a)	2.1%
Native Hawaiian and Other Pacific Islander alone, percent, July 1, 2015, (V2015) (a)	0.1%
Native Hawaiian and Other Pacific Islander alone, percent, April 1, 2010 (a)	0.1%
Two or More Races, percent, July 1, 2015, (V2015)	2.1%
Two or More Races, percent, April 1, 2010	2.2%
Hispanic or Latino, percent, July 1, 2015, (V2015) (b)	14.0%
Hispanic or Latino, percent, April 1, 2010 (b)	11.7%
White alone, not Hispanic or Latino, percent, July 1, 2015, (V2015)	76.5%
White alone, not Hispanic or Latino, percent, April 1, 2010	80.1%
Population Characteristics	
Veterans, 2011-2015	47,713
Foreign born persons, percent, 2011-2015	9.4%
Housing	
Housing units, July 1, 2015, (V2015)	234,450
Housing units, April 1, 2010	228,928
Owner-occupied housing unit rate, 2011-2015	73.8%
Median value of owner-occupied housing units, 2011-2015	$117,800
Median selected monthly owner costs -with a mortgage, 2011-2015	$1,294
Median selected monthly owner costs -without a mortgage, 2011-2015	$367
Median gross rent, 2011-2015	$930
Building permits, 2015	2,639
Families and Living Arrangements	
Households, 2011-2015	186,318
Persons per household, 2011-2015	2.53
Living in same house 1 year ago, percent of persons age 1 year+, 2011-2015	86.0%
Language other than English spoken at home, percent of persons age 5 years+, 2011-2015	14.4%
Education	
High school graduate or higher, percent of persons age 25 years+, 2011-2015	89.0%
Bachelor's degree or higher, percent of persons age 25 years+, 2011-2015	21.4%
Health	
With a disability, under age 65 years, percent, 2011-2015	11.1% 55,267
Persons without health insurance, under age 65 years, percent	△ 14.0% 69,707
Economy	
In civilian labor force, total, percent of population age 16 years+, 2011-2015	52.7%

In civilian labor force, female, percent of population age 16 years+, 2011-2015	48.9%
Total accommodation and food services sales, 2012 ($1,000) (c)	503,309
Total health care and social assistance receipts/revenue, 2012 ($1,000) (c)	2,142,452
Total manufactures shipments, 2012 ($1,000) (c)	743,921
Total merchant wholesaler sales, 2012 ($1,000) (c)	709,194
Total retail sales, 2012 ($1,000) (c)	5,278,200
Total retail sales per capita, 2012 (c)	$11,221
Transportation	
Mean travel time to work (minutes), workers age 16 years+, 2011-2015	30.5
Income and Poverty	
Median household income (in 2015 dollars), 2011-2015	$45,064
Per capita income in past 12 months (in 2015 dollars), 2011-2015	$24,455
Persons in poverty, percent	△ 14.6% 72,694
Businesses	
Total employer establishments, 2014	8,884
Total employment, 2014	87,322
Total annual payroll, 2014 ($1,000)	2,674,966
Total employment, percent change, 2013-2014	2.8%
Total nonemployer establishments, 2014	33,127
All firms, 2012	36,289
Men-owned firms, 2012	19,260
Women-owned firms, 2012	12,706
Minority-owned firms, 2012	7,683
Nonminority-owned firms, 2012	27,396
Veteran-owned firms, 2012	4,368
Nonveteran-owned firms, 2012	30,299
Geography	
Population per square mile, 2010	622.2
Land area in square miles, 2010	746.89
FIPS Code	12101

△ This geographic level of poverty and health estimates are not comparable to other geographic levels of these estimates

Some estimates presented here come from sample data, and thus have sampling errors that may render some apparent differences between geographies statistically indistinguishable. Click the Quick Info icon to the left of each row in TABLE view to learn about sampling error.

The vintage year (e.g., V2015) refers to the final year of the series (2010 thru 2015). Different vintage years of estimates are not comparable.

(a) Includes persons reporting only one race
(b) Hispanics may be of any race, so also are included in applicable race categories
(c) Economic Census - Puerto Rico data are not comparable to U.S. Economic Census data

D Suppressed to avoid disclosure of confidential information
F Fewer than 25 firms
FN Footnote on this item in place of data
NA Not available
S Suppressed; does not meet publication standards
X Not applicable
Z Value greater than zero but less than half unit of measure shown

QuickFacts data are derived from: Population Estimates, American Community Survey, Census of Population and Housing, Current Population Survey, Small Area Health Insurance Estimates, Small Area Income and Poverty Estimates, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits

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U.S. Census Quick Facts

QuickFacts

St. Johns County, Florida

QuickFacts provides statistics for all states and counties, and for cities and towns with a *population of 5,000 or more*.

ALL TOPICS	ST. JOHNS COUNTY, FLORIDA
People	
Population	
Population estimates, July 1, 2016, (V2016)	235,087
Population estimates, July 1, 2015, (V2015)	226,640
Population estimates base, April 1, 2010, (V2016)	190,038
Population estimates base, April 1, 2010, (V2015)	190,039
Population, percent change - April 1, 2010 (estimates base) to July 1, 2016, (V2016)	23.7%
Population, percent change - April 1, 2010 (estimates base) to July 1, 2015, (V2015)	19.3%
Population, Census, April 1, 2010	190,039
Age and Sex	
Persons under 5 years, percent, July 1, 2015, (V2015)	4.8%
Persons under 5 years, percent, April 1, 2010	5.3%
Persons under 18 years, percent, July 1, 2015, (V2015)	21.9%
Persons under 18 years, percent, April 1, 2010	23.1%
Persons 65 years and over, percent, July 1, 2015, (V2015)	18.6% 42,155
Persons 65 years and over, percent, April 1, 2010	15.7%
Female persons, percent, July 1, 2015, (V2015)	51.2%
Female persons, percent, April 1, 2010	51.4%
Race and Hispanic Origin	
White alone, percent, July 1, 2015, (V2015) (a)	89.3%
White alone, percent, April 1, 2010 (a)	89.3%
Black or African American alone, percent, July 1, 2015, (V2015) (a)	5.6%
Black or African American alone, percent, April 1, 2010 (a)	5.6%
American Indian and Alaska Native alone, percent, July 1, 2015, (V2015) (a)	0.3%
American Indian and Alaska Native alone, percent, April 1, 2010 (a)	0.3%
Asian alone, percent, July 1, 2015, (V2015) (a)	2.8%
Asian alone, percent, April 1, 2010 (a)	2.1%
Native Hawaiian and Other Pacific Islander alone, percent, July 1, 2015, (V2015) (a)	0.1%
Native Hawaiian and Other Pacific Islander alone, percent, April 1, 2010 (a)	0.1%
Two or More Races, percent, July 1, 2015, (V2015)	1.9%
Two or More Races, percent, April 1, 2010	1.8%
Hispanic or Latino, percent, July 1, 2015, (V2015) (b)	6.4%
Hispanic or Latino, percent, April 1, 2010 (b)	5.2%
White alone, not Hispanic or Latino, percent, July 1, 2015, (V2015)	83.6%
White alone, not Hispanic or Latino, percent, April 1, 2010	85.3%
Population Characteristics	
Veterans, 2011-2015	19,710
Foreign born persons, percent, 2011-2015	6.8%
Housing	
Housing units, July 1, 2015, (V2015)	99,469
Housing units, April 1, 2010	89,830
Owner-occupied housing unit rate, 2011-2015	75.5%
Median value of owner-occupied housing units, 2011-2015	$244,400
Median selected monthly owner costs -with a mortgage, 2011-2015	$1,756
Median selected monthly owner costs -without a mortgage, 2011-2015	$484
Median gross rent, 2011-2015	$1,119
Building permits, 2015	3,026
Families and Living Arrangements	
Households, 2011-2015	79,242
Persons per household, 2011-2015	2.62
Living in same house 1 year ago, percent of persons age 1 year+, 2011-2015	82.9%
Language other than English spoken at home, percent of persons age 5 years+, 2011-2015	9.4%
Education	
High school graduate or higher, percent of persons age 25 years+, 2011-2015	93.9%
Bachelor's degree or higher, percent of persons age 25 years+, 2011-2015	42.1%
Health	
With a disability, under age 65 years, percent, 2011-2015	7.1% 16,091
Persons without health insurance, under age 65 years, percent	10.1% 22,890
Economy	
In civilian labor force, total, percent of population age 16 years+, 2011-2015	60.9%

In civilian labor force, female, percent of population age 16 years+, 2011-2015	54.3%
Total accommodation and food services sales, 2012 ($1,000) (c)	517,853
Total health care and social assistance receipts/revenue, 2012 ($1,000) (c)	740,456
Total manufacturers shipments, 2012 ($1,000) (c)	409,766
Total merchant wholesaler sales, 2012 ($1,000) (c)	1,426,290
Total retail sales, 2012 ($1,000) (c)	2,502,633
Total retail sales per capita, 2012 (c)	$12,378
Transportation	
Mean travel time to work (minutes), workers age 16 years+, 2011-2015	25.9
Income and Poverty	
Median household income (in 2015 dollars), 2011-2015	$66,194
Per capita income in past 12 months (in 2015 dollars), 2011-2015	$37,581
Persons in poverty, percent	⚠ 9.8% 22,210
Businesses	
Total employer establishments, 2014	5,409
Total employment, 2014	51,642
Total annual payroll, 2014 ($1,000)	1,866,964
Total employment, percent change, 2013-2014	5.8%
Total nonemployer establishments, 2014	19,164
All firms, 2012	18,723
Men-owned firms, 2012	9,513
Women-owned firms, 2012	6,712
Minority-owned firms, 2012	2,506
Nonminority-owned firms, 2012	15,512
Veteran-owned firms, 2012	2,068
Nonveteran-owned firms, 2012	15,394
Geography	
Population per square mile, 2010	316.4
Land area in square miles, 2010	600.66
FIPS Code	12109

⚠ This geographic level of poverty and health estimates are not comparable to other geographic levels of these estimates

Some estimates presented here come from sample data, and thus have sampling errors that may render some apparent differences between geographies statistically indistinguishable. Click the Quick Info @ icon to the left of each row in TABLE view to learn about sampling error.

The vintage year (e.g., V2015) refers to the final year of the series (2010 thru 2015). Different vintage years of estimates are not comparable.

(a) Includes persons reporting only one race
(b) Hispanics may be of any race, so also are included in applicable race categories
(c) Economic Census - Puerto Rico data are not comparable to U.S. Economic Census data

D Suppressed to avoid disclosure of confidential information
F Fewer than 25 firms
FN Footnote on this item in place of data
NA Not available
S Suppressed; does not meet publication standards
X Not applicable
Z Value greater than zero but less than half unit of measure shown

QuickFacts data are derived from: Population Estimates, American Community Survey, Census of Population and Housing, Current Population Survey, Small Area Health Insurance Estimates, Small Area Income and Poverty Estimates, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits.

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different languages and not understanding English well.[12] Outreach to those eligible for assistance will require consideration of the language needs of these populations (see the sections on Outreach and Citizen Participation for more information).

The map below shows concentrations of limited English by census tract (Figure 14), followed by Table 5 that shows the number of residents who speak only English or who speak Spanish or other languages, by county.

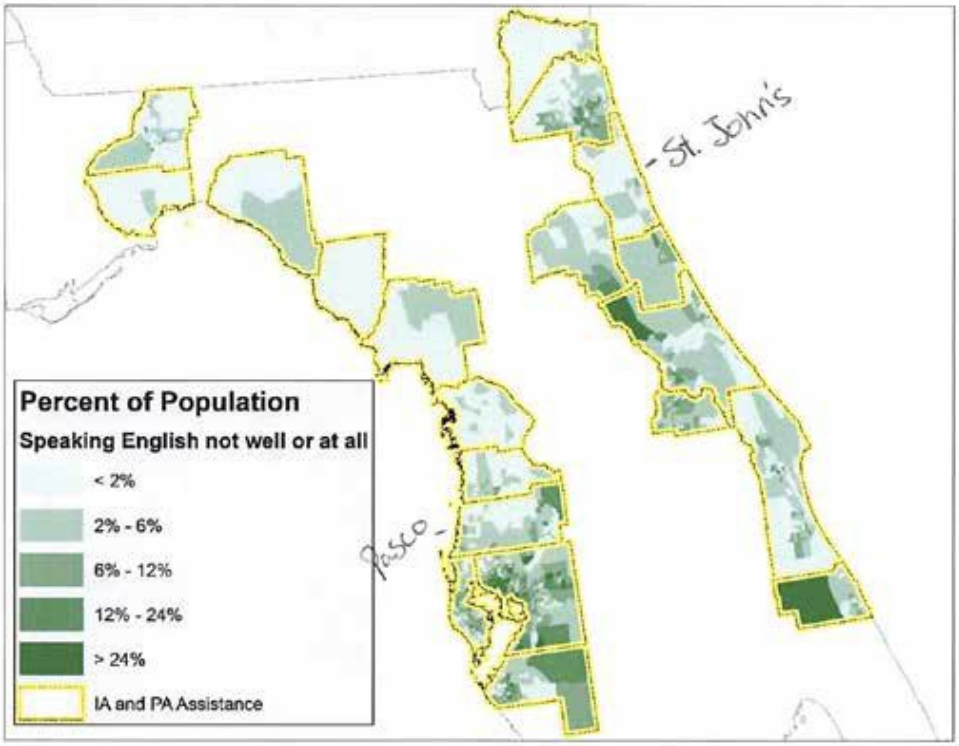


Figure 14: Percent of Tract Population Speaking English Not Well or Not At All

[12] Source: U.S. Census Bureau, 2011-2015 American Community Survey 5-Year Estimates, Table 16001. County-level percent calculations by the Florida Department of Revenue and Fiscal Affairs - Health and Demographics Section.

Populations over the age of 65 or households with children under the age of five increases vulnerability. The map below (Figure 15) shows concentrations of households with these elderly and young populations, by census tract. Concentrations of these age dependent populations are noticeable in Citrus, Hernando, Indian River, Pasco, and Volusia counties in particular.

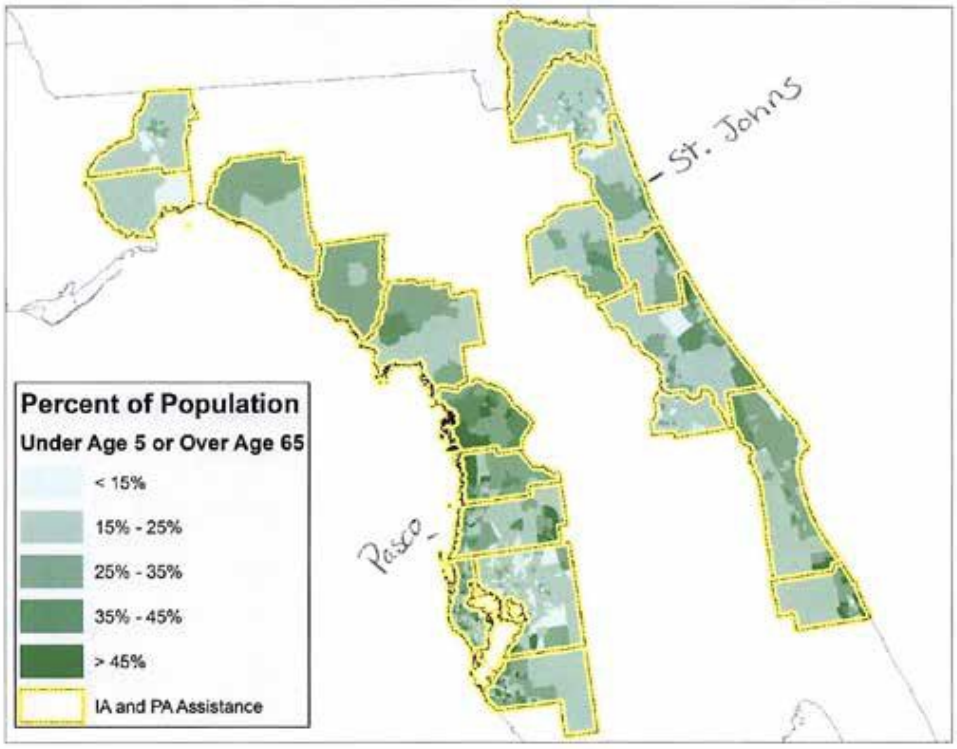


Figure 15: Age Dependent (< 5 Years or > 65 Years) Population by Tract

Additionally, the map below (Figure 16) shows relative concentrations of poverty in Duval, Hillsborough, Levy, and Putnam counties, followed by a map of larger concentrations of unemployment across the region (Figure 17).

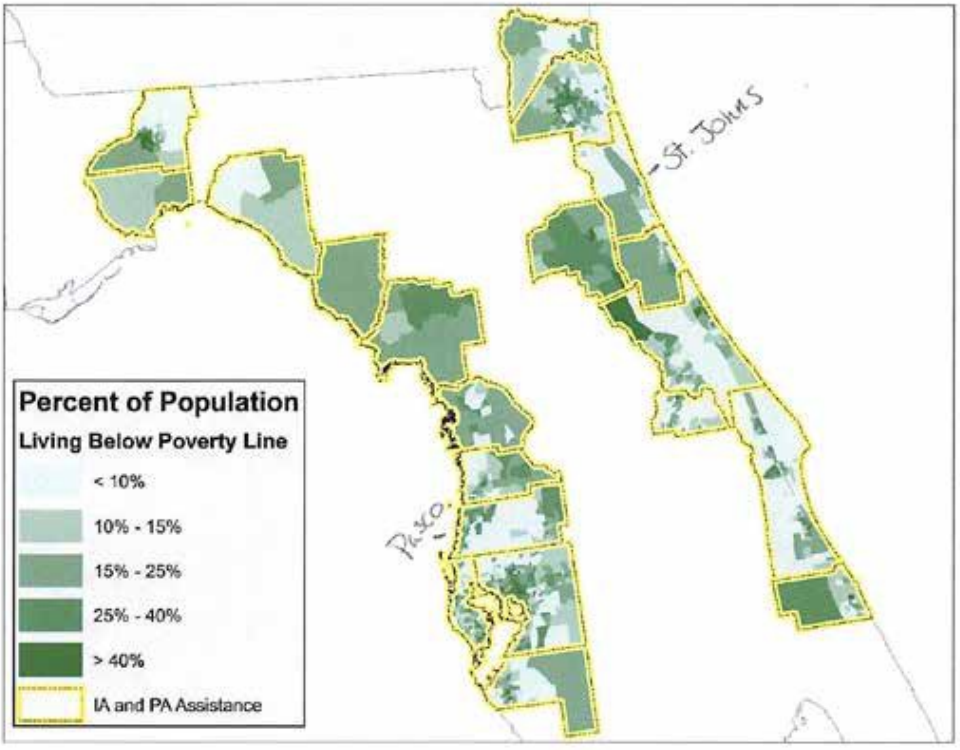


Figure 16: Percent of Population Living Below Poverty Line by Tract

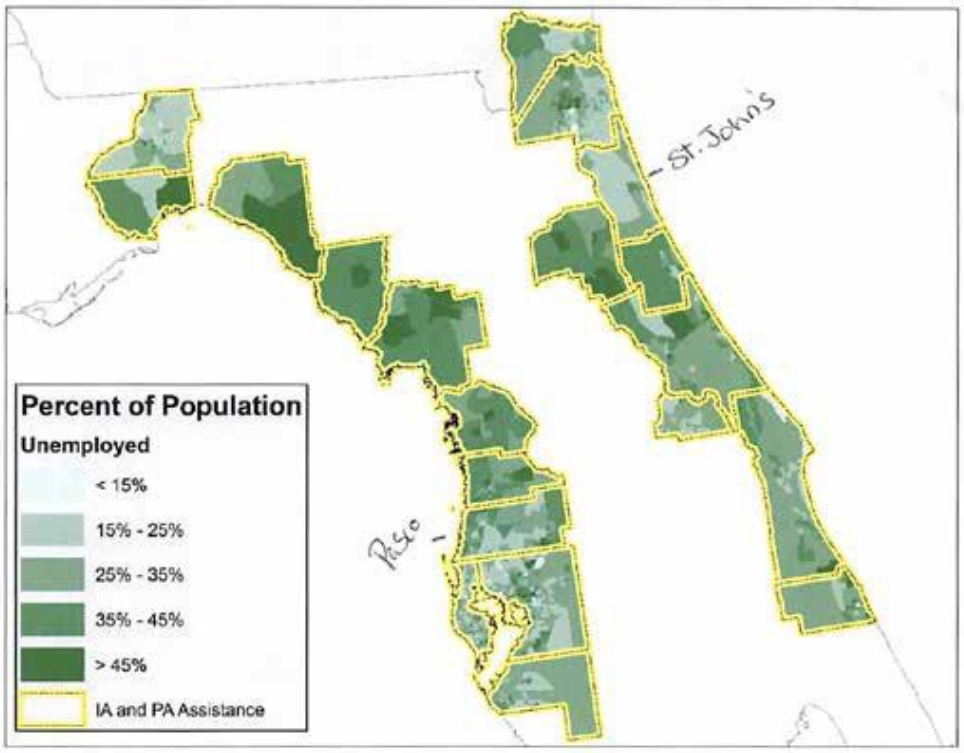


Figure 17: Percent Unemployment by Tract

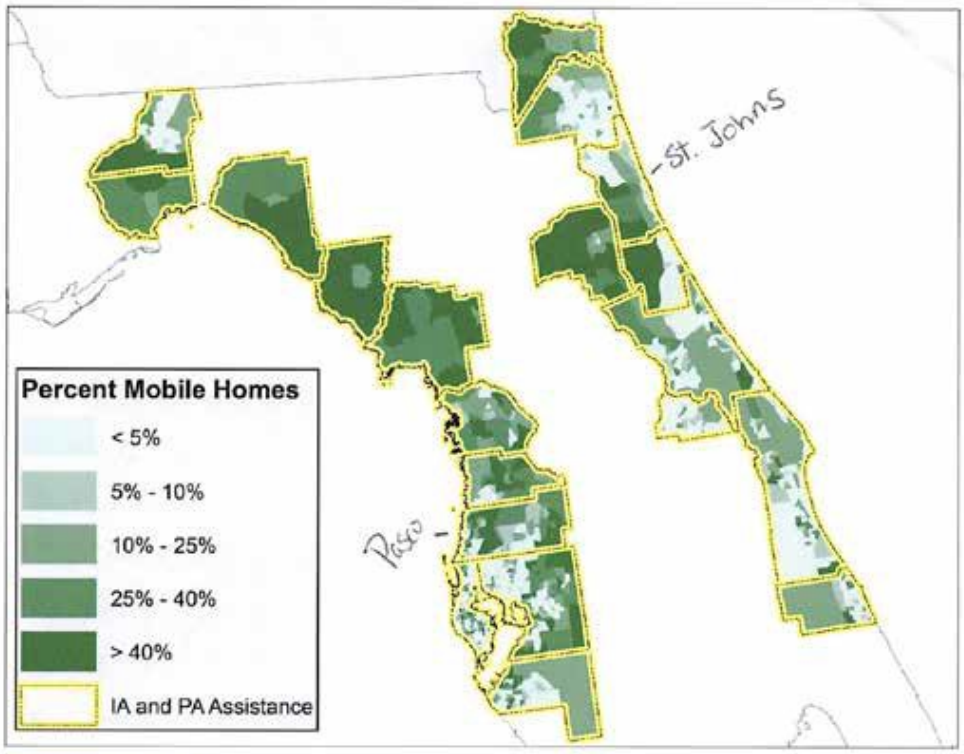
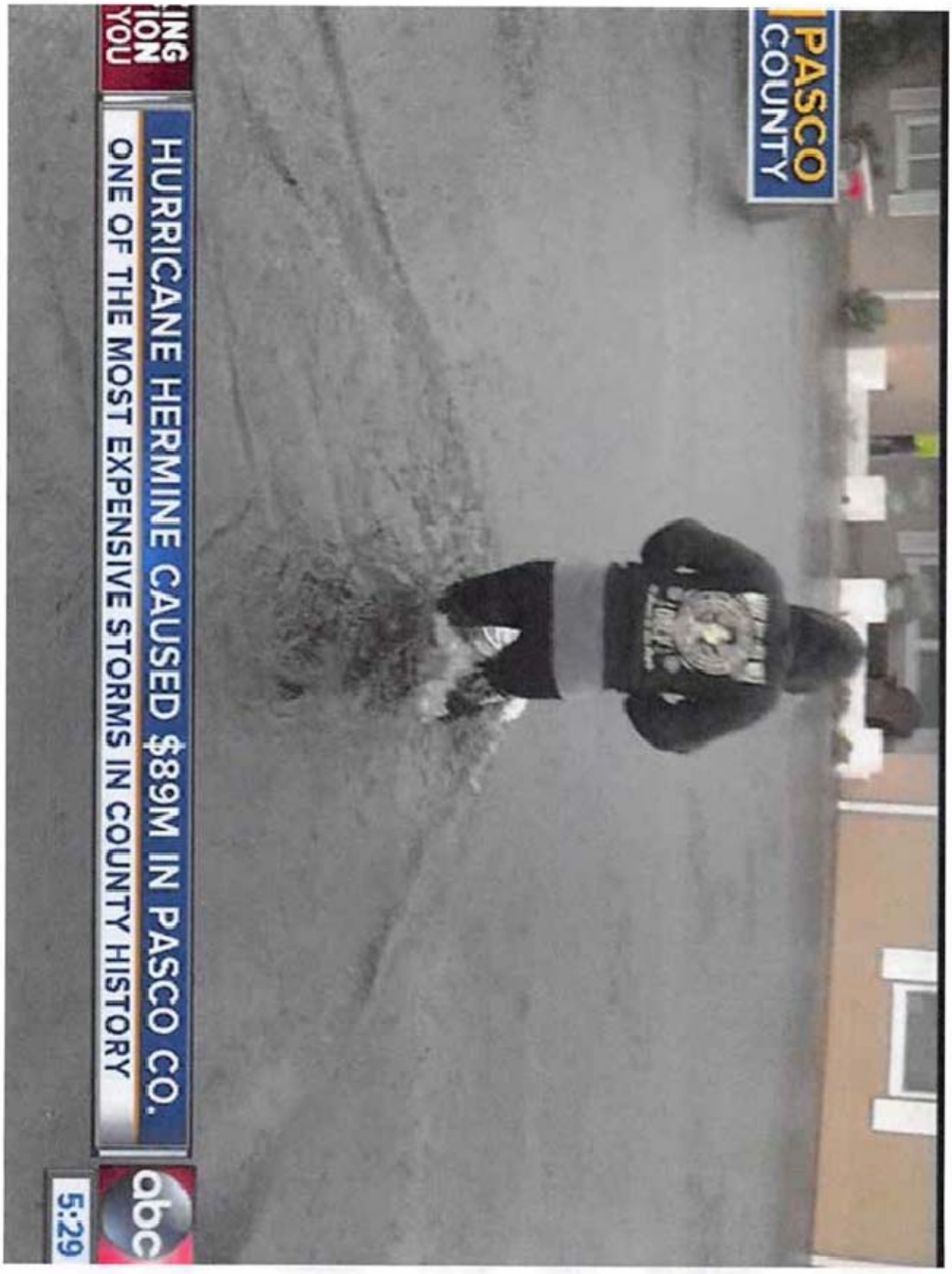
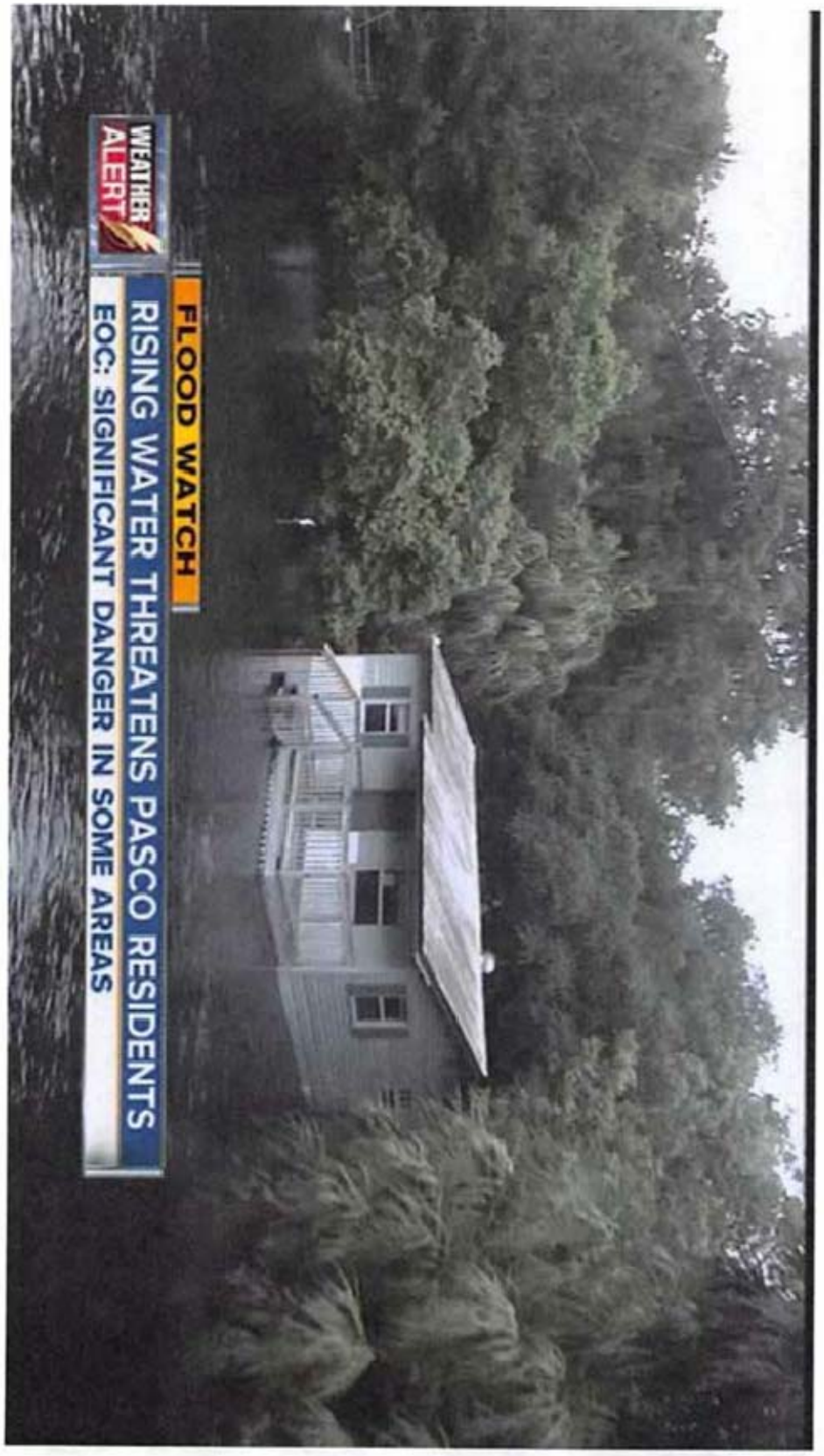


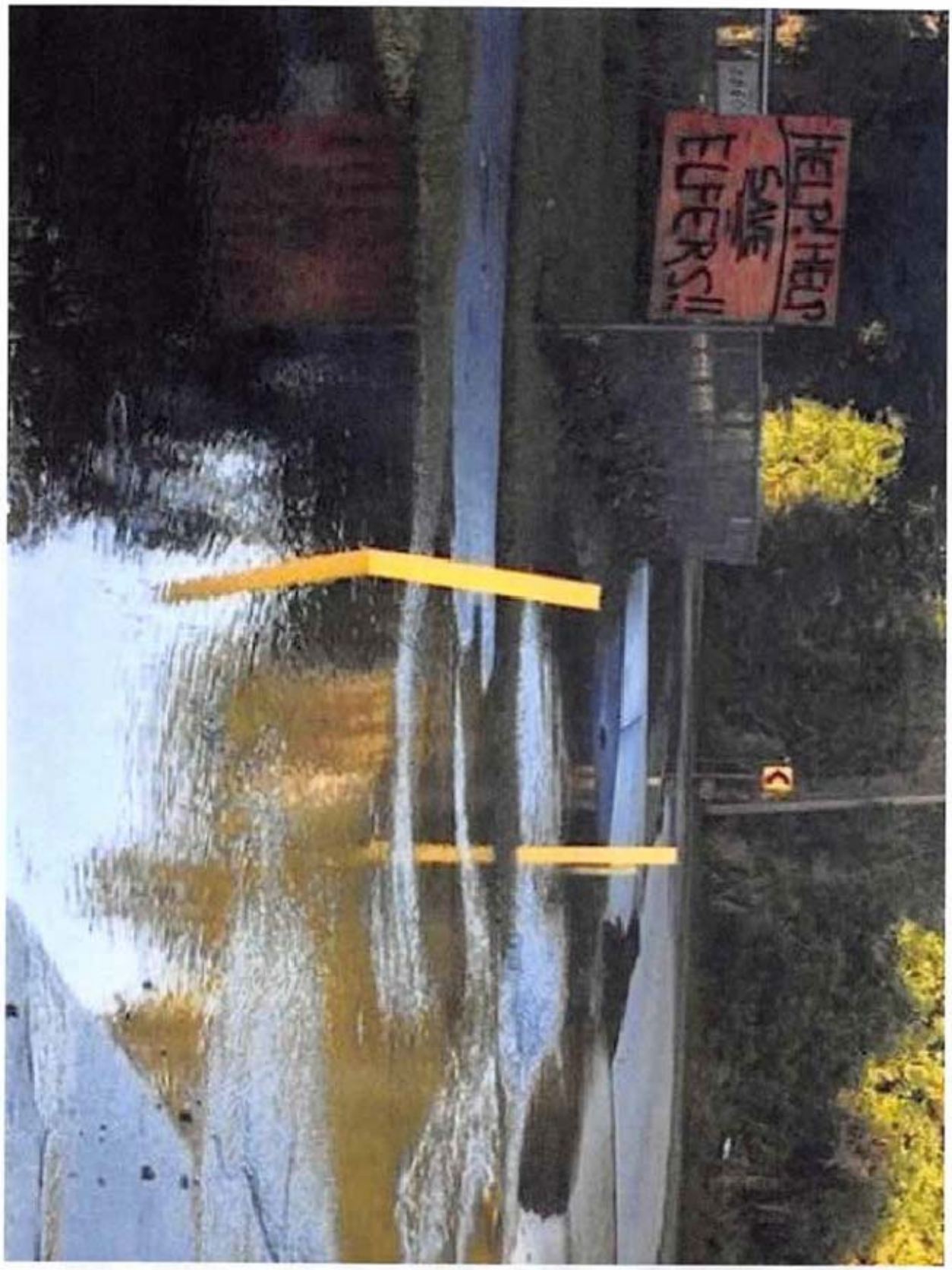
Figure 22: Mobile Home Populations

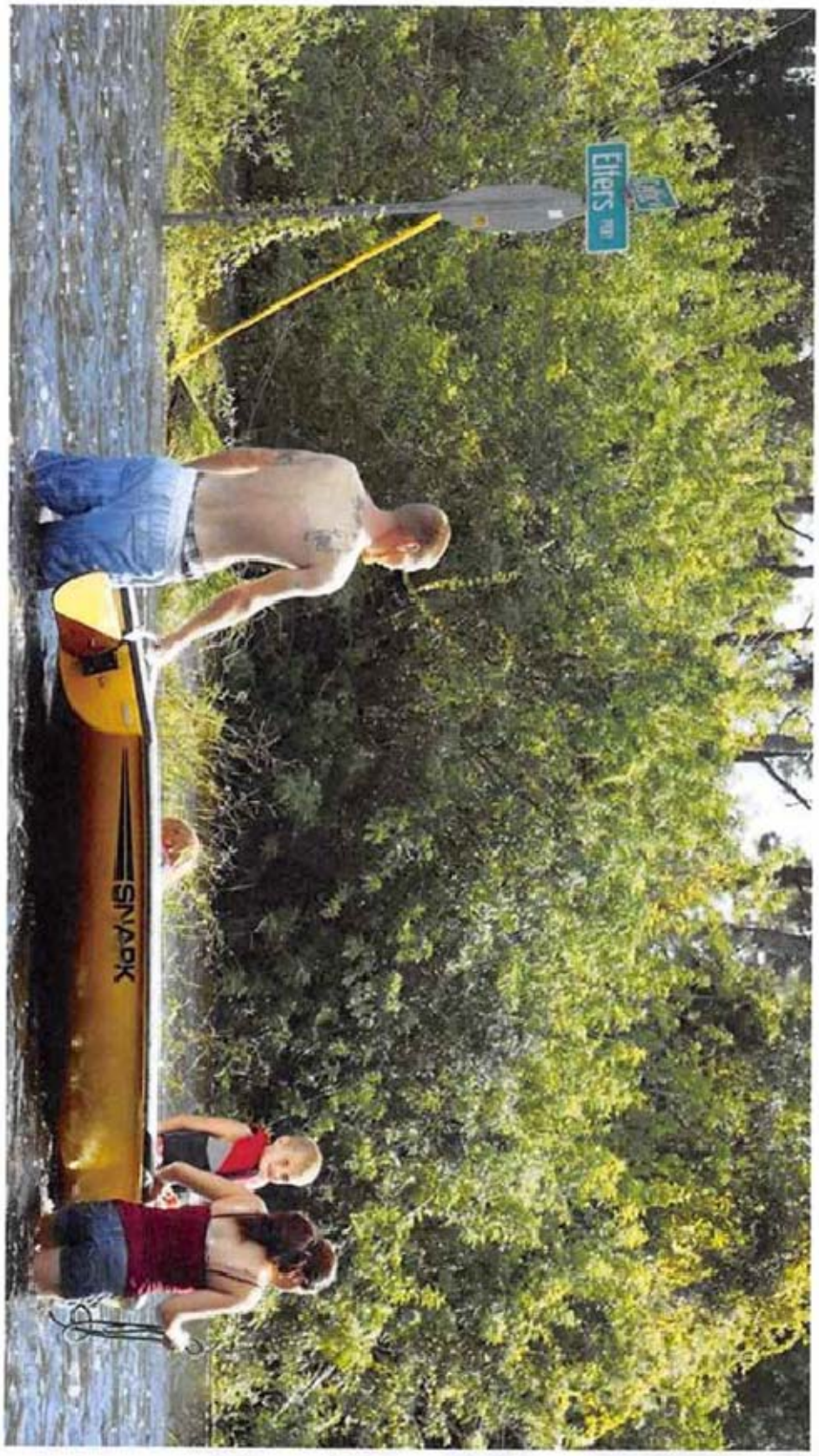
Mobile home damage was also concentrated in certain areas, as illustrated in the map above. These areas include Volusia, St. Johns, Putnam, and Brevard Counties with either greater than 500 mobile homes damaged or more than $500,000 in damage to mobile homes as the most impacted counties in terms of simple count of the number of homes with documented FEMA verified loss.

In total across the state, there were 5,111 mobile homes with FEMA Real Property Verified Losses, or losses identified by FEMA inspectors. Table 15 shows the number of mobile homes and FEMA verified property losses by county.


PASCO COUNTY
HURRICANE HERMINE CAUSED $89M IN PASCO CO.
ONE OF THE MOST EXPENSIVE STORMS IN COUNTY HISTORY
abc
5:29


WEATHER ALERT
FLOOD WATCH
RISING WATER THREATENS PASCO RESIDENTS
EOC: SIGNIFICANT DANGER IN SOME AREAS




Eliers
SNAPK

Video-Only Mode
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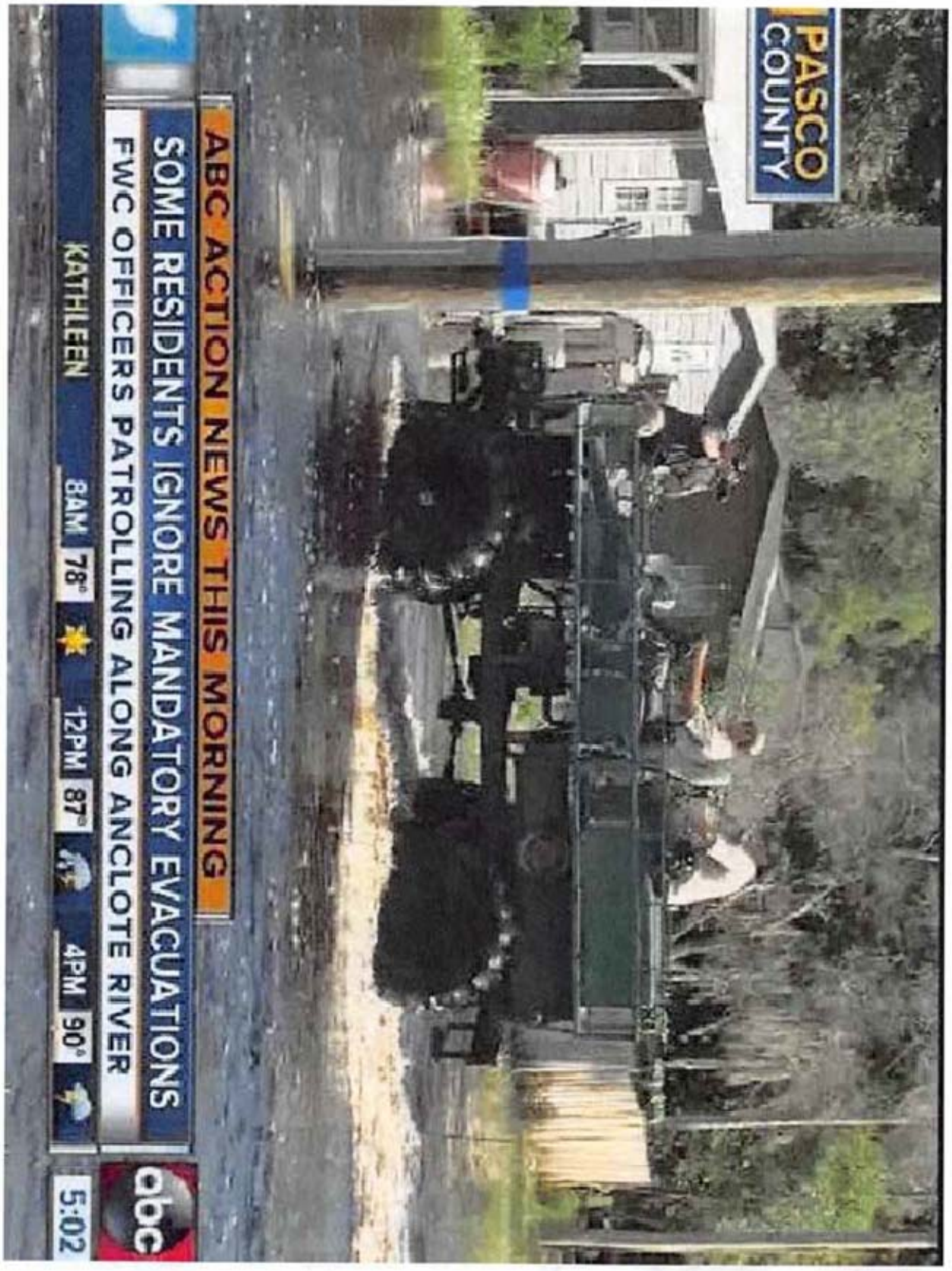
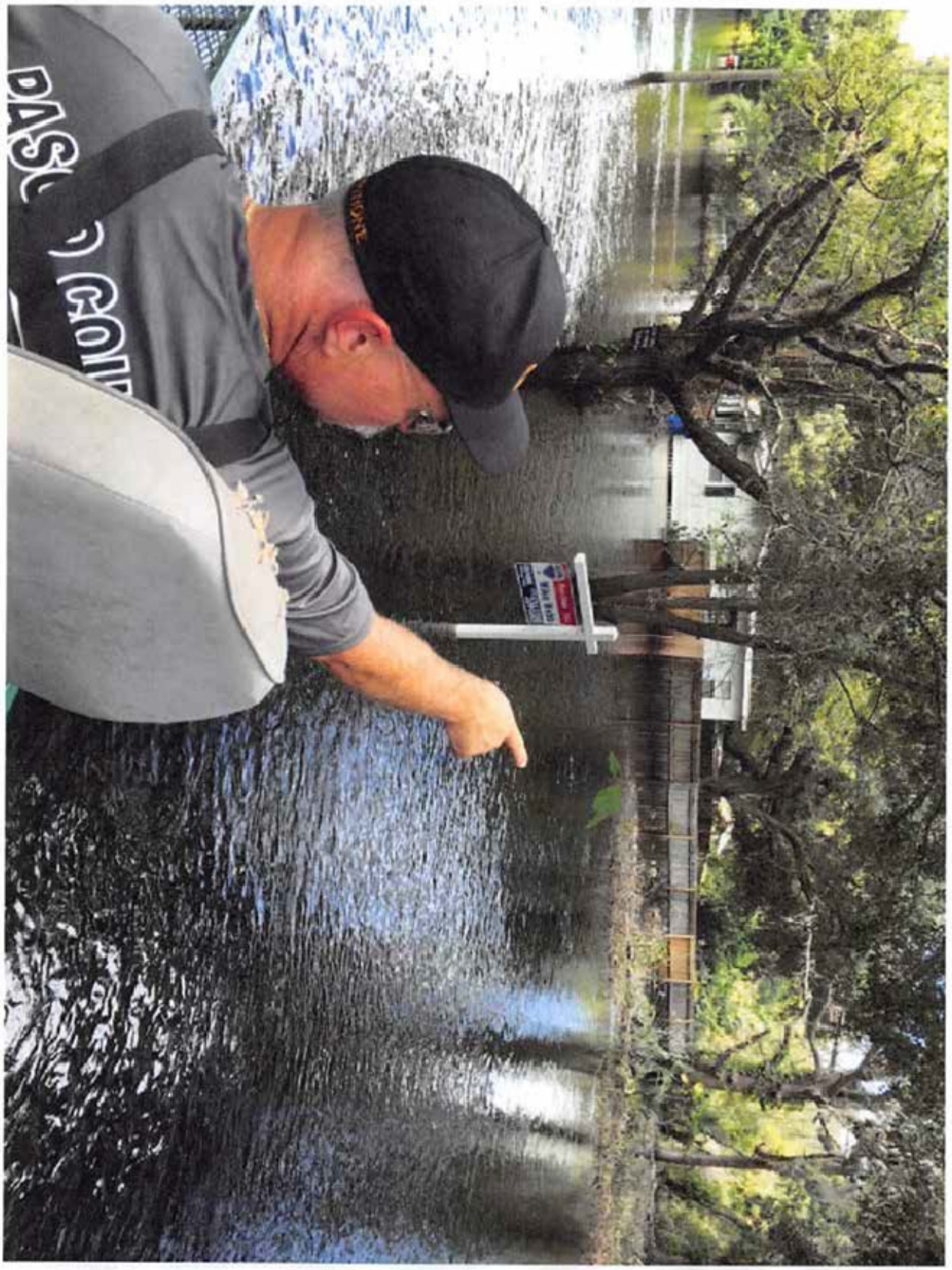
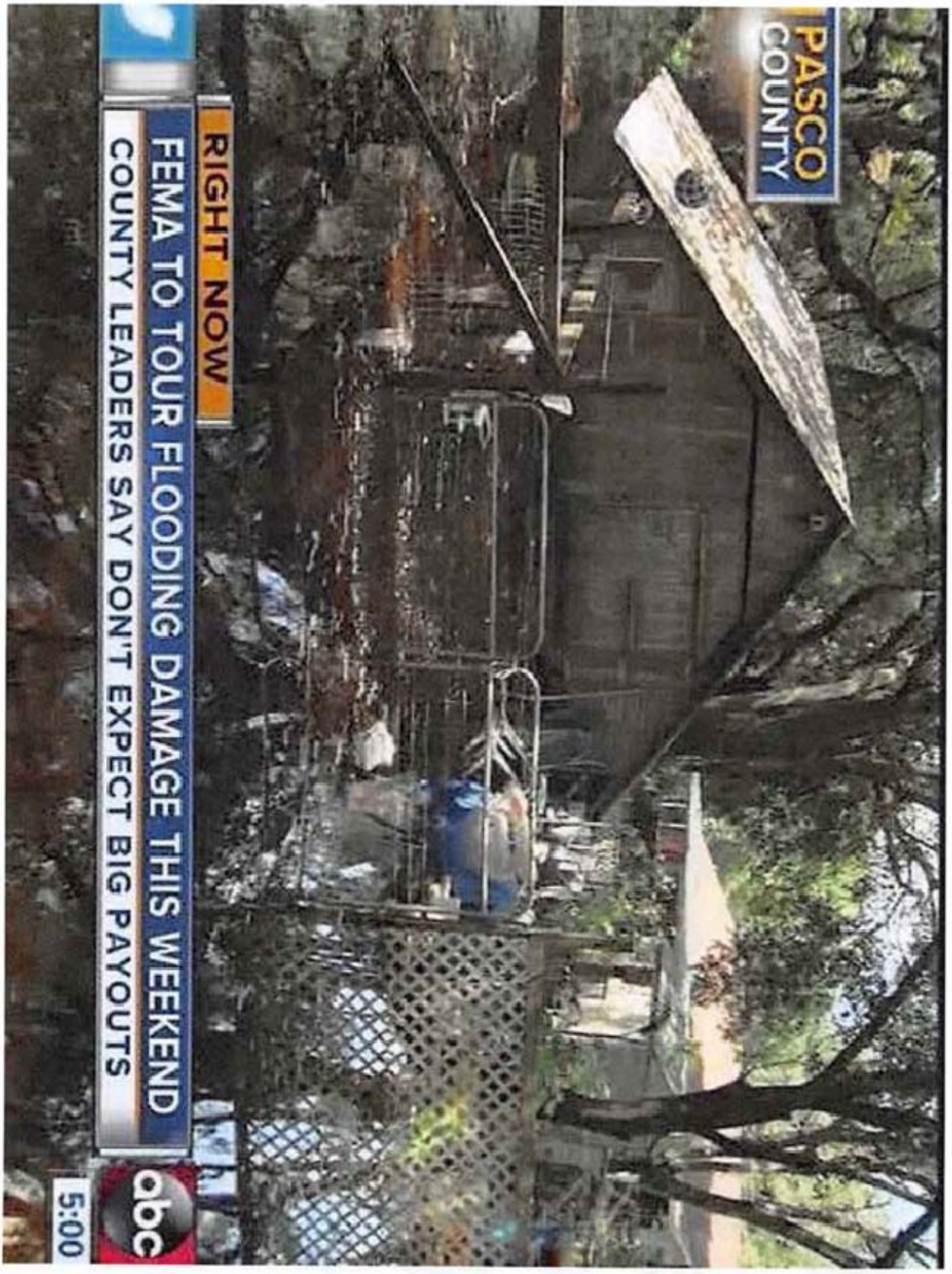
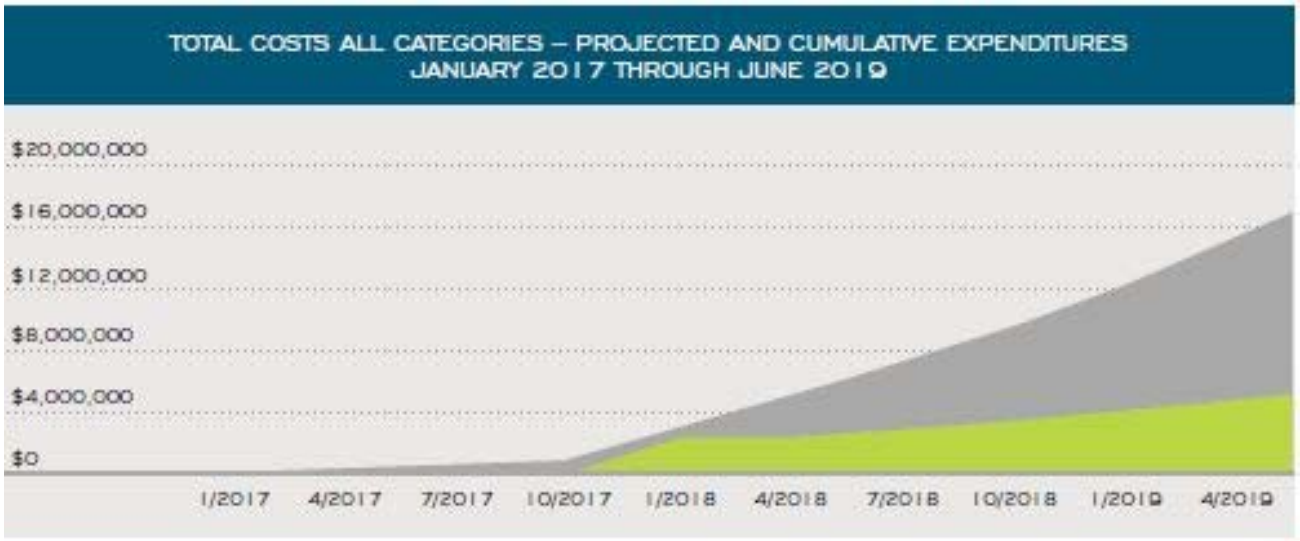

PASCO COUNTY
ABC ACTION NEWS THIS MORNING
SOME RESIDENTS IGNORE MANDATORY EVACUATIONS
FWC OFFICERS PATROLLING ALONG ANCLOTE RIVER
KATHLEEN
8AM 78°
12PM 87°
4PM 90°
abc
5:02

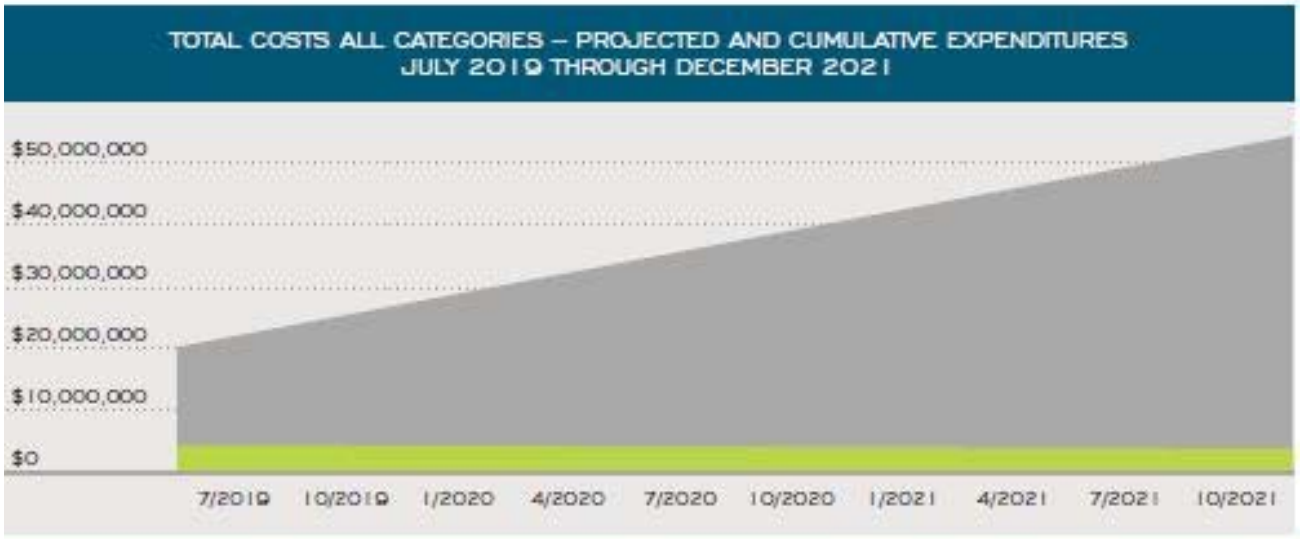


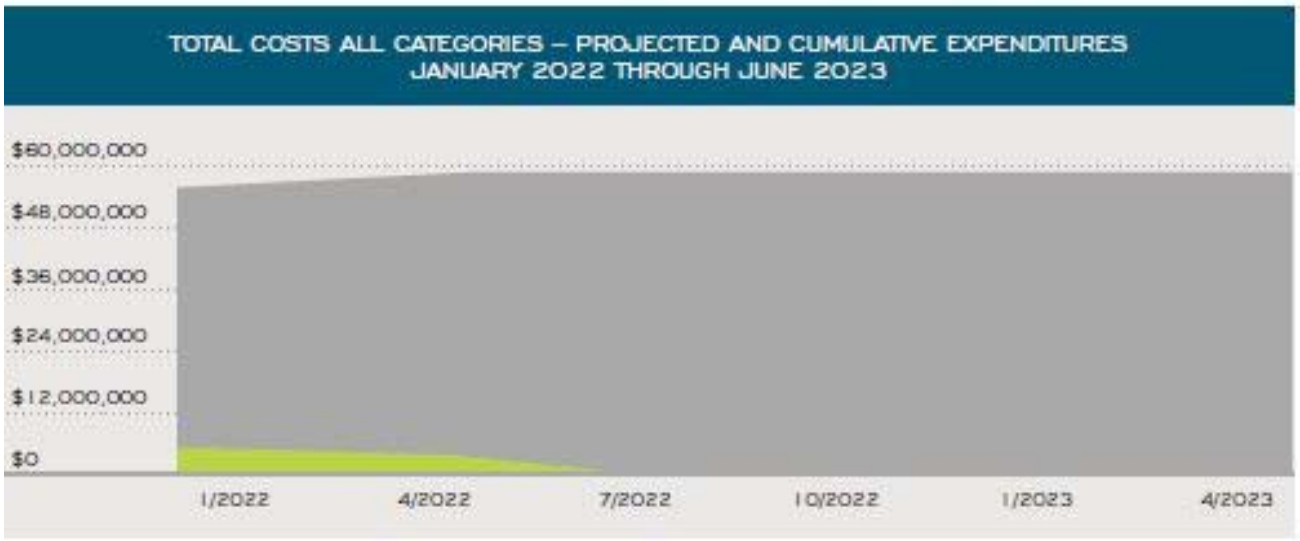

PASCO COUNTY
RIGHT NOW
FEMA TO TOUR FLOODING DAMAGE THIS WEEKEND
COUNTY LEADERS SAY DON'T EXPECT BIG PAYOUTS
abc
5:00

PASCO
COUNTY
PASCO NEIGHBORHOOD NOT CONSIDERED A FLOOD ZONE
OWNERS SAY THEY EXPERIENCE FLOODING ALMOST YEARLY
abc
6:15

APPENDIX 8: EXPENDITURE PROJECTIONS – ALL CATEGORIES







Summary of Public Comments Received During the Action Plan Substantial Amendment 1 Comment Period

1. Received on November 8, 2017 from Brevard County:

I went and reviewed the Substantial Amendment (SA) and I am a little confused about the unmet need number for Brevard County. When we spoke I was under the impression that you had a figure of almost $28 million for Brevard's unmet need (based upon data/documents from FEMA), but if I am reading the SA correctly it is notated at about $780K. Which is it? I didn't provide more information regarding specific projects because you said you had the data. Any information or clarification would be appreciated.

DEO Response: DEO apologizes for any confusion on the unmet need number for Brevard County and cannot find any documentation to support a figure of almost $28 million in the original action plan or substantial amendment. DEO continues to be willing to consider any additional data related to unmet needs in Brevard County.

2. Received on October 31, 2017 from Monroe County:

I am a Senior Administrator in Monroe County's (FL) Floodplain Program, and I have been tasked with researching what steps the County, on its own, can take to 1) help bolster the case for, and the amount of, CDBG Funds prioritized for Florida as a result of Hurricane Irma, and 2) begin preparing the required documents/plans that will ultimately be required to receive those funds (assuming they are approved).

Are there any resources you can direct our way so that we can begin this important task?

DEO Response: The Monroe County comment was sent to DEO Senior Staff for response since it was related to Hurricane Irma.

3. Received on October 25, 2017 from a citizen in Fernandina Beach, Nassau County:

I was referred to your agency for possible assistance. We sustained quite a bit of damage to our home and lost our only vehicle as the effects of the storm. Due to personal reasons out of our control there was no insurance in the property. I have exhausted my resources as far as refinancing, home equity loans, personal loans as my credit has dropped substantially as I own my own business and lost everything.

I am sure this is probably another strike out but it can't hurt to ask for help before myself and my family end up homeless. I am desperate I just found temporary work but we do not have public transportation here and I cannot afford a taxi. I will hope to hear back from you with some guidance on how to get assistance in our desperate time of need.

DEO Response: DEO staff referred them to the Florida Department of Emergency Management (FDEM) hurricane-related assistance website and also provided contact information for the director's office of Nassau County Emergency Management, copying the director. His assistant replied to the email and said she would contact the citizen and also give them information for financial assistance from Catholic Charities in Yulee/Nassau County.

4. Received on October 25, 2017 from a citizen in Volusia County:

Email inquiry in Spanish was received from a Volusia County resident asking where to apply or call for assistance with a damaged roof.

DEO Response: DEO staff sent her a reply in Spanish directing her to FDEM hurricane-related assistance website and also provided contact information for the director's office of Volusia County Emergency Management, copying the director.

DEFINITIONS AND ACRONYMS

Action Plan
A description of a grantee's intended use for CDBG-DR funds that contain information on the following topics: the areas of greatest need for funding, the distribution and use of funds, program activity descriptions, low income targeting, and public comment.

Activity/Project/Program
The housing, infrastructure, economic development, or planning endeavor undertaken by the subrecipient.

AFFH
Affirmatively Furthering Fair Housing

Award (Federal)
The financial assistance that a non-Federal entity receives either directly from a Federal awarding agency or indirectly from a pass-through entity; or the cost-reimbursement contract under the Federal Acquisition Regulation that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.

CDBG-DR
The Community Development Block Grant – Disaster Recovery program

CFR
Code of Federal Regulations

DEO
Florida Department of Economic Opportunity

DOB
Duplication of Benefit - Funding received from two sources for the same item of work.

DRGR
Disaster Recovery Grant Reporting System, HUD's web-based reporting and grants management system

Federal Register
The official journal of the federal government of the United States that contains government agency rules, proposed rules, and public notices issued by federal administrative agencies.

FEMA
Federal Emergency Management Agency

Grantee
As used in this Action Plan, the State of Florida, Department of Economic Opportunity, as recipient of CDBG-DR from HUD.

HUD
U.S. Department of Housing and Urban Development

IA
FEMA Individual Assistance; Assistance to individuals and households.

Local government
A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under state law), regional or interstate government entity, or agency or instrumentality of a local government; an Indian Tribe or authorized tribal organization, or Alaska Native village or organization that does not meet the definition of Indian Tribal Government; or a rural community, unincorporated town or village, or other public entity, for which an application for assistance is made by a state or political subdivision of a state.

Low income Household/Family
A household with an annual income at 31 percent to 50 percent of the area median income as determined by HUD.

Method of Distribution
Administrative guidelines

Moderate income Household/Family
A household with an annual income at 51 percent to 80 percent of the area median income as determined by HUD.

National Objective
The authorizing statute of the CDBG program requires that each activity funded, except for program administration and planning activities, must meet one of three national objectives: benefit to low- and moderate- income (LMI) persons; aid in the prevention or elimination of slums or blight; and meet a need having a particular urgency (referred to as urgent need).

NFIP
FEMA's National Flood Insurance Program

Non-Federal Entity
An institution of higher education, nonprofit organization, local government, Indian Tribe, or state that carries out a Federal award as a Recipient or Subrecipient.

PA
FEMA Public Assistance; Assistance to State, Local, Tribal and Territorial governments and certain private-non-profit organization for emergency work and the repair or replacement of disaster-damaged facilities.

Pass-through Entity
A non-Federal entity that provides a subaward to a Subrecipient to carry out part of a Federal program.

PHA
Public Housing Authorities

Program Income
Gross income received by a state, unit of general local government or subrecipient directly generated from the use of CDBG-DR funds.

QPR
HUD Quarterly Performance Report

Recipient
A non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program.

Reasonable Cost
A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In other words, a reasonable cost is a cost that is both fair and equitable for the type of work being performed.

SBA
Small Business Administration

Section 3
Section 3 of the Housing and Urban Development Act of 1968, as amended, that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency.

Substantial Amendment
A change in program benefit or eligibility criteria, the addition or deletion of an activity, or the allocation or reallocation of a monetary threshold specified by the grantee in their action plan.

Subaward
An award provided by a pass-through entity to a Subrecipient for the Subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

Subrecipient
A non-Federal entity that receives a subaward from a pass- through entity to carry out part of a Federal program. It does not include an individual that is a beneficiary of such program. A Subrecipient may also be a Recipient of other Federal awards directly from a Federal awarding agency.

Subrecipient Agreement
An agreement between the grantee and the subrecipient identifying activities the subrecipient will undertake using CDBG funds.

UGLG
Unit of General Local Government

Unmet Needs Assessment
A process for identifying and prioritizing critical unmet needs for a community's long-term disaster recovery.

URA
The Uniform Act, passed by Congress in 1970, is a federal law that establishes minimum standards for federally funded programs and projects that require the acquisition of real property (real estate) or displace persons from their homes, businesses, or farms.

USACE
U.S. Army Corps of Engineers

Very low income Household/Family
A household with an annual income at 30 percent or below the area median income as determined by HUD.

Vulnerable Populations
HUD defines vulnerable populations as the working poor, minorities, Native Americans, people with disabilities, people with AIDS, the elderly, and the homeless.

Waiver
A revision to the standard CDBG regulations, requirements, and activities, granted by HUD.

WAP
Florida Weatherization Assistance Program

DEO
FLORIDA DEPARTMENT of
ECONOMIC OPPORTUNITY

21	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

2/19/2019

BCC MEETING DATE

TO: **Michael D. Wanchick, County Administrator** **DATE:** **January 23, 2019**

FROM: **Jay Brawley, P.E., AICP, County Engineer** **PHONE:** **904 209-0266**

SUBJECT OR TITLE: **Resolution approving a Local Agency Program (LAP) agreement for the design of Bishop Estates Road Signing and Pavement Marking improvements.**

AGENDA TYPE: **Consent Agenda**

BACKGROUND INFORMATION:

The Florida Department of Transportation (FDOT) requests that St. Johns County enter into a Local Agency Program (LAP) agreement to provide for the County's participation in design and construction of Bishop Estates Road. The project is located on Bishop Estates Road from State Road 13 to Race Track Road and on Orange Avenue from Race Track Road to Bishop Estates Road. This project will enhance the safety of motorists by replacing, and upgrading the signage and pavement markings. FDOT will procure the design consultant, while St. Johns County Engineering will supervise the design. St. Johns County staff will be reimbursed for the management of the project up to a maximum amount of $3,776 for the design phase. The design consultant will be paid directly from FDOT. This project will not require any initial or matching funds for design from the County. Construction funding of $151,054 will be provided up front by St. Johns County in Fiscal year 2021 under a separate LAP agreement; however this amount will be fully reimbursed by FDOT. Total reimbursement from FDOT shall be $157,096 for all phases.

1. IS FUNDING REQUIRED? No **2. IF YES, INDICATE IF BUDGETED.** No

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE:

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2019- ___ approving and authorizing the Execution of Local Agency Program (LAP) agreement between the Florida Department of Transportation and St. Johns County for the project management of the design phase of Bishop Estates Road Signing and Pavement Marking improvements.

For Administration Use Only:
Legal: N/A **OMB: N/A** **Admin: DML 2/11/2019**

RESOLUTION NO. 2019-_____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF A LOCAL AGENCY PROGRAM (LAP) AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND ST JOHNS COUNTY FOR DESIGN OF BISHOP ESTATES ROAD SIGNS AND PAVEMENT MARKING IMPROVEMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the intent of the Local Agency Agreement is to allow St. Johns County to manage the design of Bishop Estates Road Signs and Pavement Marking improvements through the Florida Department of Transportation Local Agency Program as a reimbursable grant up to a maximum amount of $3,776 for staff project management time during design phase.

WHEREAS, the State of Florida Department of Transportation (the "DEPARTMENT"), and St. Johns County (the "COUNTY") desire to enter into the Local Agency Program Agreement; and

WHEREAS, the Local Agency Program Agreement is attached and incorporated to this Resolution; and

WHEREAS, the COUNTY has reviewed the terms, provisions, and requirements of theLocal Agency Program Agreement, and has determined that accepting the terms of the Agreement, will service the interests of the County.

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

Section 1. The above recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, conditions, provisions, and requirements of the attached Local Agency Program Agreement between the State of Florida Department of Transportation, and St. Johns County, Florida, and authorizes the County Administrator, or designee, to execute the Agreement, on behalf of the County.

Section 3. The Board of County Commissioners authorizes the County Administrator, or designee, to execute any other paperwork associated with, or necessary to accomplish, the overall goal set forth in the Agreement.

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

Section 5. This Resolution shall become effective immediately upon its adoption.

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

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

ATTEST:
Hunter S. Conrad, Clerk

BY:

_____
Deputy Clerk

_____
Paul M. Waldron Chair

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 441220-1-38-02	FPN:	FPN:
Federal No (FAIN): D218-105-B	Federal No (FAIN):	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund: ACLD	Fund:	Fund:
Org Code: 55023010248	Org Code:	Org Code:
FLAIR Approp:	FLAIR Approp:	FLAIR Approp:
FLAIR Obj:	FLAIR Obj:	FLAIR Obj:

County No:78-St. Johns County Contract No:
Recipient Vendor No: F596000501002 Recipient DUNS No: 753236739
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and St. Johns County ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in project management of design for the installation of signing and pavement markings on Bishop Estates Road from San Jose (SR 13) to Race Track Road and on Orange Avenue from Race Track Road to Bishop Estates Road, as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 6/30/2020. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ 3,776.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.I.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $3,776.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

   c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.

e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the

Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time,

adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount

claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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 the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Recipient's contractor shall indemnify and hold harmless the Recipient, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract."

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity."

b. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each

occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. **Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. **Miscellaneous Provisions:**

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing

in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal 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. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph 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. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

   i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

   ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. **Exhibits:**

a. **Exhibits "A", "B", "C", "D", "E"** and **"F"** are attached to and incorporated into this Agreement.

b. ☐ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

f. ☐ This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.

g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

i. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

k. **Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
* Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT St. Johns County

By: _____
Name: Paul M. Waldron
Title: Chair

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: Greg Evans
Title: District Two Secretary

Legal Review:

_____

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 441220-1-38-02

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

St. Johns County (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 4.234 miles - from mile post 0 to mile post 3.904

PROJECT DESCRIPTION: Provide project management of design for the installation of signing and pavement markings on Bishop Estates Road from San Jose (SR 13) to Race Track Road and on Orange Avenue from Race Track Road to Bishop Estates Road.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by N/A .
b) Design to be completed by 4/9/2020 .
c) Right-of-Way requirements identified and provided to the Department by 3/25/2020 .
d) Right-of-Way to be certified by 3/26/2020 .
e) Construction contract to be let by N/A .
f) Construction to be completed by N/A .

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT: St. Johns County will provide project management of the design contract that has been procurred by the Department.

EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER: 441220-1-38-02
St. Johns County 2740 Industry Center Road St. Augusting, Florida 32084	

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Total PD&E Cost				
Design- Phase 38				
FY: 2018-2019 (ACLD)	$3,776.00	____	____	$3,776.00
FY: (Insert Program Name)	____	____	____	____
FY: (Insert Program Name)	____	____	____	____
Total Design Cost	$3,776.00			$3,776.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	____	____	____	____
FY: (Insert Program Name)	____	____	____	____
FY: (Insert Program Name)	____	____	____	____
Total Right-of-Way Cost				
Construction- Phase 58				
FY: (Insert Program Name)	____	____	____	____
FY: (Insert Program Name)	____	____	____	____
FY: (Insert Program Name)	____	____	____	____
Total Construction Cost				
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	____	____	____	____
FY: (Insert Program Name)	____	____	____	____
FY: (Insert Program Name)	____	____	____	____
Total CEI Cost				
(Insert Phase)				
FY: (Insert Program Name)	____	____	____	____
FY: (Insert Program Name)	____	____	____	____
FY: (Insert Program Name)	____	____	____	____
Total Phase Costs				
TOTAL COST OF THE PROJECT	$3,776.00			$3,776.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Cheryl McGauley
District Grant Manager Name

Signature Date

Exhibit "C"
TITLE VI ASSURANCES

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

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS),*** which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or

b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* 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 supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT "D"

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT "E"

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	https://www.cfda.gov/
Award Amount:	**$3,776.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

EXHIBIT "F"

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges:Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs:If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

22	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

2/19/2019

BCC MEETING DATE

TO: **Michael D. Wanchick, County Administrator** **DATE:** **January 22, 2019**

FROM: **Shawna Novak, Director, Health and Human Services** **PHONE:** **904 209-6089**

SUBJECT OR TITLE: **DCF NJ206 Contract Amendment #16**

AGENDA TYPE: **Consent Agenda, Contract, Resolution**

BACKGROUND INFORMATION:

Community Based Care (CBC) is requesting the Board's approval on the Sixteenth Amendment to Contract NJ206 between St. Johns County and the State of Florida, Department of Children and Families (DCF). Amendment #16 inserts Attachment II-E - CBC Schedule of Funds for FY 2018-2019 dated 11/30/2018; this amendment increases State Fiscal Year 2018-2019 funding by $84,390.00 overall from the one year allocation of $6,334,822.00 to $6,419,212,00 for FY 2018-2019. This increases the total five year contract amount from $29,104,368.00 to $29,188,758.00. Additionally, DCF has requested that the County expedite the process of executing contract amendments that provide funding. The attached resolution authorizes the County Administrator, or his designee, to execute amendments to Contract NJ206 that provide additional funds subject to subsequent ratification and budgeting and appropriation of the funds by the Board of County Commissioners. The County's Legal Office has reviewed and approved the Contract Amendment, Agenda Item and Resolution. It is requested that the BCC approve the Contract Amendment and authorize the County Administrator or designee, to execute the Amendment on behalf of the County.

1. IS FUNDING REQUIRED? Yes **2. IF YES, INDICATE IF BUDGETED.** No

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE: 1401

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2019- _____ approving the terms, conditions and requirements to Amendment #16 to the Community Based Care contract NJ206 between St. Johns County, Florida and the State of Florida, Department of Children and Families, which inserts the Schedule of Funds for Fiscal Year 2018--2019, and authorizing the County Administrator, or designee to execute the Contract Amendment #16 on behalf of the County and recognize unanticipated revenue of $84,390.00 and authorizing the County Administrator, or his designee, to execute amendments to Contract NJ206, provided that the sole purpose of such amendment is the allocation of additional funding under the contract, and subject to subsequent ratification and budgeting and appropriation of such funds by the Board of County Commissioners.

For Administration Use Only:
Legal: RL 2/6/2019 **OMB: DC 2/6/2019** **Admin: Joy Andrews 2/6/2019**

RESOLUTION NO. 2019-

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR TO SIGN THE SIXTEENTH AMENDMENT TO CONTRACT NJ206 BETWEEN ST. JOHNS COUNTY AND THE DEPARTMENT OF CHILDREN AND FAMILIES AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE AMENDMENTS TO CONTRACT NJ206 BETWEEN ST. JOHNS COUNTY AND THE DEPARTMENT OF CHILDREN AND FAMILIES FOR THE SOLE PURPOSE OF ALLOCATION OF ADDITIONAL FUNDING UNDER THE CONTRACT, SUBJECT TO SUBSEQUENT RATIFICATION AND BUDGETING AND APPROPRIATION OF SUCH FUNDS BY THE BOARD OF COUNTY COMMISSIONERS.

WHEREAS, the Florida Department of Children and Families (the Department) wishes to amend contract number NJ206, entered into between said parties on May 27, 2014, and last amended on June 22, 2018, for the period July 1, 2014 through June 30, 2019; and

WHEREAS, the purpose of this amendment is to insert the Schedule of Funds, Attachment II-E, for Fiscal Year 2018-2019 with version 11/30/2018; and

WHEREAS, the Department has amended the contract as noted above; and

WHEREAS, the additional funding was not anticipated when preparing the Fiscal Year 2018-2019 St Johns County Annual Budget; and

WHEREAS, due to the state budgeting process, the Department has requested that the County expedite the process of executing contract amendments providing additional funding; and

WHEREAS, authorizing the County Administrator to execute contract amendments for the sole purpose of allocation of additional funding under the contract, subject to subsequent ratification and budgeting and appropriation of such funds by the Board of County Commissioners, will facilitate the provision of funding to the County by the Department.

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

Section 1. The above recitals are incorporated by reference into the body of this resolution and such recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners of St. Johns County hereby approves the terms, conditions, provisions and requirements of the 16th Amendment of the contract between the Florida Department of Children and Families and St. Johns County, Florida, and authorizes the County Administrator, or designee to execute the attached Amendment on behalf of St. Johns County and recognize unanticipated revenue of $84,390.00.

Section 3. The Board of County Commissioners of St. Johns County authorizes the County Administrator, or his designee, to execute amendments to contract number NJ206 between the Florida Department of Children and Families and St. Johns County, provided that the sole purpose of such

amendment is the allocation of additional funding under the contract, and subject to subsequent ratification and budgeting and appropriation of such funds by the Board of County Commissioners.

Section 4. 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.

Section 5. This resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County this _____ day of _____ 2019.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY

By:_____
Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk

By: _____
Deputy Clerk

CONTRACT BETWEEN
FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES
AND
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS

AMENDMENT # 16

THIS AMENDMENT, entered into between the State of Florida, Department of Children and Families, hereinafter referred to as the "Department" and St. Johns County Board of County Commissioners, hereinafter referred to as the "Provider," amends Contract # NJ206**.**

Amendment # 16 incorporates the following: Attachment II-E – CBC Schedule of Funds for FY 2018 – 2019, dated on 7/1/2018 is deleted in its entirety; Attachment II-E – CBC Schedule of Funds for FY 2018 – 2019, dated on 11/30/2018 is inserted; increases State Fiscal Year 2018-2019 funding by $41,851.00. Amendment #15 added the adoption incentive award of $42,539.00, however it was not included in the fiscal year or contract total. This amendment incorporates both changes, thereby increasing the total contract amount to $29,188,758.00, subject to the availability of funds.

1. Page 1, Standard Contract, Payment for Services, Section 3, is hereby amended to read:

    3. Payment for Services. The Department shall pay for contracted services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract of an amount not to exceed $29,188,758.00 or the rate schedule, subject to the availability of funds and the Department's determination of satisfactory performance of all terms by the Provider. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other sources are not eligible for payment under this Contract.

2. Page 33, Attachment I, Section 4, Method of Payment, Payment Clause 4.1, paragraph 4.1.1, is hereby amended to read:

    4.1.1. This is an advance fixed price, fixed payment contract comprised of Federal sources and a grant of state funds. Pursuant to section 409.1671(9), F.S., the method of payment provides for a 2-month advance payment at the beginning of each fiscal year and equal monthly payments thereafter. The Department shall pay the Lead Agency for the delivery of service units provided in accordance with the terms of this Contract for a total dollar amount not to exceed $29,188,758.00, subject to the availability of funds. The Schedule of Funds is the document that identifies the amount of the Federal and grant sources. At the beginning of each fiscal year, the Schedule of Funds will be amended into this Contract, and the total contract amount will be adjusted accordingly. The Schedule of Funds is attached as follows:

Attachment II-A, Fiscal Year 14-15	$ 5,233,418.00
Attachment II-B, Fiscal Year 15-16	$ 5,363,984.00
Attachment II-C, Fiscal Year 16-17	$ 5,836,822.00
Attachment II-D, Fiscal Year 17-18	$ 6,335,322.00

Attachment II-E, Fiscal Year 18-19 $ 6,376,673.00
Adoption Incentive Award $42,539.00

Service Unit	Fixed Payment	# of Units	Total Amount
One Month of Child Welfare and Related Services (7/01/14 – 8/31/15)	$419,501.83	2	$839,003.66
One Month of Child Welfare and Related Services (9/01/14 – 5/31/15)	$435,170.03	9	$3,916,530.27
One Month of Child Welfare and Related Services (6/01/15 - 6/30/15)	$477,884.07	1	$477,884.07
One Month of Child Welfare and Related Services (7/01/15 –10/31/15)	$436,118.16	4	$1,744,472.64
One Month of Child Welfare and Related Services (11/01/15 – 5/31/16)	$448,280.79	7	$3,137,965.53
One Month of Child Welfare and Related Services (6/01/16 – 6/30/16)	$448,280.83	1	$448,280.83
Supplemental invoice for FY 15-16 for Maintenance Adoption Subsidy (MAS) and Medicaid earnings	$33,265.00	1	$33,265.00
One Month of Child Welfare and Related Services (7/01/16 – 8/31/16)	$446,998.67	2	$893,997.34
One Month of Child Welfare and Related Services (9/01/16 – 4/30/17)	$482,418.57	8	$3,859,348.56
One Month of Child Welfare and Related Services (5/01/17 – 6/30/17)	$530,719.05	2	$1,061,438.10
Supplemental invoice for FY 15-16 for Maintenance Adoption Subsidy (MAS) and Prior Year Excess Earnings	$3,011.00	1	$3,011.00
One Month of Child Welfare and Related Services (7/01/17 – 8/31/17)	$498,291.10	2	$996,582.20
One Month of Child Welfare and Related Services (9/01/17 – 4/30/18)	$498,291.08	8	$3,986,328.64
One Month of Child Welfare and Related Services (5/01/18 – 5/31/18)	$579,676.58	1	$579,676.58
One Month of Child Welfare and Related Services (6/01/18 – 6/30/18)	$625,055.58	1	$625,055.58

Supplemental Invoice for FY 17-18 for Maintenance Adoption Subsidy (MAS) deficits (Section 45 of the Back of the Bill 15-16 GAA)	$147,679.00	1	$147,679.00
One Month of Child Welfare and Related Services (7/01/18 – 1/31/19)	$527,901.83	7	$3,695,312.81
One Month of Child Welfare and Related Services (2/01/19 – 5/31/19)	$536,272.04	4	$2,145,088.16
One Month of Child Welfare and Related Services (6/01/19 – 6/30/19)	$536,272.03	1	$536,272.03
One Supplemental Invoice for FY18-19 Adoption Incentive Award	$42,539.00	1	$42,539.00

3. Page 62, Attachment II-E, CBC Schedule of Funds for FY 2018-2019 dated 7/01/2018 is hereby deleted in its entirety and a revised page 62, Attachment II-E, CBC Schedule of Funds for FY 2018-2019 dated 11/30/2018, is inserted in lieu thereof and attached hereto.

This amendment shall begin on January 1, 2019 or the date on which the amendment has been signed by both parties, whichever is later.

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform with this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

This amendment and all its attachments are hereby made a part of the contract. **IN WITNESS THEREOF,** the parties hereto have caused this four (4) page amendment to be executed by their officials thereunto duly authorized.

PROVIDER: St. Johns County Board of County Commissioners

SIGNED
BY: _____

NAME: Michael D. Wanchick

TITLE: County Administrator

DATE: _____

Florida Department of Children and Families

SIGNED
BY: _____

NAME: Patricia Medlock

TITLE: NE Regional Managing Director

DATE: _____

Attachment II-E
Community Based Care (CBC) Lead Agency Schedule of Funds
St. Johns Board of County Commissioners - Contract# NJ206
FY 2018-19 Use Designation - As of 11/30/2018

	Other Cost Accumulators (OCA)	Federal Funds	State Funds	Total Funds	The Amount of Non-Recurring Funds included in Total Funds
Line # 325 - Special Categories: Grant and Aids - Community Based Care Funds for Providers of Child Welfare Services (108304)					
Core Services Funding *(409.991 (1)(a), Florida Statutes)*					
Other Fund Sources (Section A&B)	Multiple	1,943,345	2,042,416	3,985,761	
Safety Management Services (nonrecurring)	SAFMS	-	62,462	62,462	62,462
Risk Pool Funding				-	
Prior Year Excess Earnings				-	
Medicaid Administration	PR005	9,200	9,199	18,399	
State Access & Visitation Grant (a)	PRSAV	-		-	
Safe & Stable Families Act Grant-Family Preservation (b)	PRE04	83,412		83,412	
Safe & Stable Families Act Grant-Family Support (b)	PRE06	107,525		107,525	
Safe & Stable Families Act Grant-Time Limited Reunification (b)	PRE11	77,161		77,161	
Safe & Stable Families Act Grant-Adoption (b)	PRE12	32,471		32,471	
Title IV-E Child Welfare Training - Trainee Costs	DCTRN	50,889	54,611	105,500	
Title IV-E Child Welfare Services Trainer Costs	TRCOR	57,402	19,135	76,537	
Total Core Services Funding & Safety Mgmt Svcs		2,361,405	2,187,823	4,549,228	62,462
Special Projects					
Guardianship Assistance Program Implementation	IVGAP			-	
				-	
Total Special Projects		-	-	-	-
Independent Living (IL) , Extended Foster Care (EFC) and Aftercare Funding *(409.1451, FS & 39.6251, FS)*					
Independent Living Services - Chafee Administration Eligible and Other	KRE17/KRE22/ KRL17/KRL22/ KRA00/CH0AT	38,712	40,225	78,937	
Chafee Road to Independence - Post-Secondary Education & Services and Supports (PESS)	CHPES	14,825	18,912	33,737	
Chafee, Education & Training Vouchers (ETV), Post-Secondary Education & Services and Supports (PESS) and Aftercare	ETVAF, ETVAP, ETVPS, ETVSS	16,131	46,393	62,524	
Extended Fostercare - Title IV-E Eligible	EFCCM, EFRBE	41,851	34,184	76,035	
All State Funded Independent Living and Extended Foster Care Services	KRCME/SFSFA/ EFCFH/EFCGH/ EFCSL/EFCOE/EFRB I/SFAG0/SF0SS		36,458	36,458	20,565
Total IL EFC and Aftercare Funding		111,519	176,172	287,691	20,565
Line # 326 Special Categories: Grant and Aids - Adoption Assistance (108305) - *409.166, FS*					
Maintenance Adoption Subsidies (MAS) and Non Recurring Expenses	WR001/MP000 WO006/39MAS/ SFMSA	806,107	667,388	1,473,495	
Line # 373 Special Categories: Grant and Aids - Purchase of Therapeutic Services for Children (100806)					
Children's Mental Health CW Wraparound Funding	19MCB/19MCF		66,259	66,259	
Line # 313 Special Categories: Contracted Services (100777)					
Protective Investigator Training - IV-E Eligible	BATR1	-	-	-	
Line # 317 Special Categories: Grant and Aids - Child Projection (103034)					
CW PI Training	BAT00	-	-	-	
Line # 317 Special Categories: Grant and Aids - Child Projection (103034)					
Special Projects				-	
Special Projects				-	
Line # 313A Special Categories: Grant and Aids - Contracted Services (100778)					
Special Projects				-	
Special Projects				-	
Line # 372 Special Categories: Grant and Aids - Contracted Services (100778)					
Special Projects				-	-
Special Projects				-	
Total All Fund Sources		3,279,031	3,097,642	6,376,673	83,027

Footnotes:
(a) A 10% match is provided by the Community-Based Care provider.
(b) A 25% match is certified by the Community-Based Care provider.

Line # 325 - Special Categories: Grant and Aids - Community Based Care Funds for Providers of Child Welfare Services (108304)				
Adoption Incentive Award	**Other Cost Accumulators**	**Federal**	**State**	**Total**
Allocation based on the percentage of out-of-home population _____ to _____. This is the maximum incentive amount that may be earned and will be based on certain criteria for adoptions during this fiscal year.	CBAIA		42,539	42,539
Total All Fund Sources and Adoption Incentive Award				6,419,212

23	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

2/19/2019

BCC MEETING DATE

TO: **Michael D. Wanchick, County Administrator** **DATE:** **January 24, 2019**

FROM: **Shawna Novak, Director, Health and Human Services** **PHONE:** **904 209-6089**

SUBJECT OR TITLE: **Addition of one (1) FTE to the Community Based Care Division (CBC) of HHS to comply with newly established licensing requirements for Relative and Non-Relative Caregivers.**

AGENDA TYPE: **Consent Agenda**

BACKGROUND INFORMATION:

During the 2018 Legislative Session House Bill 1079 was passed which resulted in several changes for Child Welfare and the Department of Children and Families. One of the provisions of the bill required the Department of Children and Families to develop and implement the Guardian Assistance Program (GAP). The program takes effect July 1, 2019. As a result of this Bill and the subsequent changes to Florida State Statute, specifically Chapter 39.6225, the Family Integrity Program through it's contract with the State of Florida Department of Children and Families will now be required to offer the Guardianship Assistance Program to relative and non-relative caregivers in St. Johns County. The program requires that relative and non-relatives that are interested in the GAP program must now go through a licensing process similar to that of a foster parent. The legislature realized the increase in workload this would create statewide and therefore increased the budget for DCF to be able to implement this program. In order to remain in compliance with the changes, FIP needs to hire one FTE position to accommodate the increased work load associated with licensing relatives and non-relatives. The position is fully funded through the grant from DCF and will not be paid with funds from the County General fund. All potential candidates for the position will be informed that the position is dependent on continued funding from the Florida Department of Children and Families. This agenda item is a request to add the position FTE as of February 19, 2019 in order to begin the hiring process to have a candidate in place by April 1, 2019 when DCF amends the existing contract to include the additional funds for the position. As the program start date is July 1, 2019, the potential candidate must be hired, certified and trained prior to that date.

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

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE: The position will be fully funded through the contract with DCF and will not require any funds from the County. The Funds in the amount of $21,382 will be available April 1, 2019 for the 4th quarter of the 2019 fiscal year. A full allocation will be reflected in the July 2019 contract amendment for fiscal year 2019-2020.

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to approve the addition of one (1) full time Case Manager position for the Community Based Care (CBC Agency) at $61,395 for salary and benefits.

For Administration Use Only:
Legal: N/A **OMB: DC 2/6/2019** **Admin: Joy Andrews 2/6/2019**

24	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

2/19/2019

BCC MEETING DATE

TO: **Michael D. Wanchick, County Administrator** **DATE:** **January 22, 2019**

FROM: **Shawna Novak, Director, Health and Human Services** **PHONE:** **904 209-6089**

SUBJECT OR TITLE: **St. Augustine Youth Services, Mobile Crisis Response Team**

AGENDA TYPE: **Consent Agenda, Contract, Resolution**

BACKGROUND INFORMATION:

Community Based Care (CBC) is requesting the Board approval to execute the Agreement between St. Johns County (the County), on behalf of the St. Johns Community Based Care Family Integrity Program and St. Augustine Youth Services to allow the Mobile Crisis Response Team be operate on a 7 day a week, 24 hour a day. The Mobile Crisis Response Team (MCRT) is a family support program that provides primary intervention and safety services to children experiencing a mental health or behavioral health crisis event. The MCRT must be able to respond with 60 minutes and will have 24 hours a day, seven day a week coverage. The program cost shall not exceed $35,000 per year. The County's legal office has reviewed and approved the Agreement, Agenda Item and Resolution. It is requested that the BCC approve and authorize the County Administrator, or designee to execute the contract agreement on behalf of the County. Expenses for this contract are entirely covered under the current DCF contract.

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

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE: 1401-53120

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2019-_____, approving the terms, conditions and requirements of this contract agreement in an amount not to exceed $35,000.00 per year between St. Johns County and St. Augustine Youth Services for the operation of the Mobile Crisis Response Team, authorizing the County Administrator, or designee, to execute a contract agreement substantially in the same form as the attached agreement on behalf of the county.

For Administration Use Only:
Legal: RL 2/4/2019 **OMB: DC 2/5/2019** **Admin: Joy Andrews 2/6/2019**

RESOLUTION NO. 2019-_____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND ST. AUGUSTINE YOUTH SERVICES AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY

WHEREAS, Community Based Care (CBC) is requesting the Board approval to execute the Agreement between St. Johns County (the County), on behalf of the St. Johns Community Based Care Family Integrity Program and St. Augustine Youth Services to provider the Mobile Crisis Response Team services; and

WHEREAS, The Mobile Crisis Response Team (MCRT) is a family support program that provides primary intervention and safety assessments to children experiencing a mental health or behavioral health crisis event. The MCRT must be able to respond within 60 minutes and will have 24 hours a day, seven day a week coverage; and

WHEREAS, the County has reviewed the terms, provisions, conditions, and requirements of the Agreement; and

WHEREAS, the County has determined that accepting the terms of the Agreement, and entering into said Agreement will serve the interests of the County.

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

Section 1. The above recitals are hereby incorporated into the body of this resolution, and are adopted as findings of fact.

Section 2. The Board of County Commissioners approves the terms, provisions, conditions, and requirements of the Agreement between the County and St. Augustine Youth Services for the Mobile Crisis Response Team and authorizes the County Administrator, or his designee, to execute an agreement substantially in the same form as the attached Agreement on behalf of the County.

Section 3. To the extent that there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this resolution, then 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, Florida, this ____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: _____
Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk

By: _____
Deputy Clerk

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into this _____day of _____, 2019 between **St. Augustine Youth Services,** a Florida not-for-profit corporation ("Subcontractor"), and **St. Johns County,** a political subdivision of the state of Florida ("SJC").

RECITALS:

WHEREAS, SJC has entered into a written contract with the Florida Department of Children and Families as the lead community based care agency responsible for coordinating, integrating, and managing a local system of support and services for abused, abandoned and neglected children and their families in St. Johns County pursuant to Section 409.986; 409.987; 409.988, Florida Statutes; and

WHEREAS, SJC provides Services to children and families in St. Johns County; and

WHEREAS, Subcontractor meets all requirements to provide such services identified within this contract for the Mobile Crisis Response Team;

WHEREAS, Subcontractor is willing and able to provide Mobile Crisis Services to children and families in accordance with the terms and conditions of this Agreement; and,

WHEREAS, SJC desires to enter into an agreement with Subcontractor for the provision of Services to in accordance with the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein, the parties hereto do hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1. Terms Defined In This Agreement.

Capitalized terms used in this Agreement shall have the meanings set forth below

(1) Agent Reportable Incident means a "reportable incident" defined in Children and Families Operating Procedure 180-4, a copy of which will be provided by the Contract Manager and is available at:

http://www.dcf.state.fl.us/admin/publications/cfops/CFOP%20180-xx%20Inspector%20General/CFOP%20180-4,%20Mandatory%20Reporting%20Requirements%20to%20the%20Office%20of%20Inspector%20General.pdf

(2) Business Day means any day that is not a Saturday, Sunday or a day on which governmental institutions in the State are authorized or required to be closed.

(3) Code means the Florida Administrative Code, as it may be altered, amended, modified, repealed, restated and/or supplemented, and any succeeding administrative code, rules and regulations, all as the same shall be in effect from time to time.

(4) Confidential Information means any confidential or proprietary information owned, possessed or utilized by SJC or the Department (whether or not specifically labeled or identified as "confidential"), in any form or medium, with respect to the business or services of SJC or the Department, or their respective agents, distributors, independent contractors, suppliers or other business relations, including (a) all Intellectual Property Rights, (b) algorithms, concepts, devices, formats, graphics, methods, procedures, products, programs, specifications, techniques, user interfaces and all other technology, (c) the "look and feel" of any software and websites, (d) internal business information such as agent and independent contractor lists and related information, books and records, business acquisition plans, business plans, compilations, cost information, current and anticipated client requirements, client lists and related information, client data and documentation and databases (including architectures, structures, systems and technologies), details of contracts (including this Agreement and other contracts with agents, clients, employees, independent contractors, suppliers and vendors), distribution channels, financial information and data (including budgets, financial statements, forecasts and projections), market studies, marketing plans, new personnel acquisition plans, operational methods, pricing information (including price lists and pricing policies), product development plans and techniques, research and development (including past, current and planned), strategies, supplier lists and related information, vendor lists and related information, (e) any information that would constitute a trade secret and (f) information and records regarding Consumers.

(5) Consumer Reportable Incident means a "reportable incident" defined in Children and Families Operating Procedure 215-6, a copy of which will be provided by the Contract Manager and is available at http://www.dcf.state.fl.us/admin/publications/cfops/CFOP%20215-xx%20Safety/CFOP%20215-6,%20Incident%20Reporting%20and%20Analysis%20System%20(IRAS).pdf

(6) Finance and Contract Manager, or designee is the individual designated by SJC to negotiate, manage, monitor and receive reports under this Agreement.

(7) Corrective Action Plan (CAP) means a plan developed and implemented by Subcontractor, and approved by SJC, to address deficiencies in Subcontractor's performance.

(8) Department means the Florida Department of Children and Families, and any successor governmental body.

(9) Department Contract means the contract between the Department and SJC providing for Community-Based Care, Contract NJ206, dated as of 7/1/2014 including all attachments and exhibits; as such contract, attachments and exhibits may be altered, amended, modified, repealed, restated and/or supplemented from time to time.

(10) Fiscal Quarter means each three (3) month period during a Fiscal Year, with such periods commencing July 1, October 1, January 1 and April 1 of each Fiscal Year.

(11) Fiscal Year means a twelve (12) month period commencing on July 1 of each year and ending on June 30 of the following year.

(12) FTE means a full-time equivalent worker, such that an FTE of 1.0 is equivalent to one full-time worker.

(13) Governmental Authority means any domestic or foreign government or political

subdivision thereof, whether on a federal, state, provincial or local level and whether executive, judicial or legislative in nature, including any agency, authority, board, bureau, commission, court, department or other instrumentality thereof.

(14) Grievance Procedures means SJC's Client Complaint Procedure attached hereto as Attachment VIII; as such grievance procedures may be revised from time to time and attached to this Agreement.

(16) Incentive Holdback means a financial program that may have an effect on the Base Amount. This program may be related to achievement of performance measures or other criteria to be determined by SJC pursuant to section 6.3(3).

(17) Intellectual Property Rights means all foreign and domestic industrial and intellectual property rights, including ce1tificates of public convenience and necessity, copyright applications, copyrights, development tools, discoveries, franchises, ideas, improvements, instructions, inventions, know-how, good will letters patent, licenses, Marks, patent applications, patent rights, patents, proprietary processes and formulae, software (including open source material), trade secrets and all documentation and media constituting, describing or arising out of, based upon, connected with, incidental to or related to the foregoing, including manuals, memoranda and records.

(18) Lead Agency has the meaning given to it under Section 409.986, Florida Statutes, as it may be altered, amended, modified, repealed, restated and/or supplemented, and any succeeding legislation, and the rules and regulations promulgated thereunder and in the Code, including Section 65C-30.00 1 of the Code, all as the same shall be in effect from time to time. SJC is the Lead Agency for purposes of this Agreement.

(19) Litigation Expenses means all and any out-of-pocket expenses incurred in connection with asserting, defending or investigating any claim or Proceeding arising out of, based upon, connected with, incidental to or related to this Agreement, including arbitration fees and costs, court costs, court filing fees, witness fees and reasonable fees and disbursements of outside accountants, expert witnesses, investigators, legal counsel and other professionals.

(20) Losses means all assessments, claims, costs, damages, debts, expenses (including Litigation Expenses), insurance premium increases, judgments, liabilities, losses, shortages, taxes (including interest and penalties thereon) and other obligations arising out of, based upon, connected with, incidental to or related to any matter that is the subject of indemnification pursuant to the conditions, provisions and terms contained in ARTICLE VIII.

(21) Marks means logos and designs, marketing materials, service marks and service mark applications, trade dress, trademarks and trademark applications and trade names.

(22) Outcomes means quantitative indicators used by SJC to objectively measure a Subcontractor's performance toward a stated goal.

(23) Outputs means a process developed by the Department and SJC to measure the quantity of Services delivered, Consumers served, or similar units completed.

(24) Performance Measures means quantitative indicators developed by the Department and SJC, including Outcomes and Outputs, used by the Department and SJC to objectively measure a Subcontractor's performance. The Performance Measures for this Agreement are included in

Attachment I.

(25) Proceeding means any action, investigation, proceeding or suit before any Governmental Authority or arbitrator.

(26) Quality Assurance means a process that measures performance in achieving pre-determined standards, validates internal practice and uses sound principles of evaluation to ensure that data are collected accurately, analyzed appropriately and timely reported to support Quality Improvement. Quality Assurance data is collected and reported in fulfillment of various state and federal requirements, specifically Title IV, Section 47l(a) (22) of the Social Security Act and 45 C.F.R. 1355, as they may be altered, amended, modified, repealed, restated and/or supplemented, and any succeeding legislation, rules and regulations thereto, and any additional rules and regulations promulgated thereunder, all as the same shall be in effect from time to time.

(27) Quality Improvement means a systematic, continuous approach to achieving Consumer satisfaction, meeting organizational goals and standards, analyzing capabilities and processes, and identifying opportunities, particularly through data analysis. Quality Improvement develops and implements solutions to performance gaps, capitalizes on opportunities and checks results against expectations.

(28) Quality Management Plan means an annual update of documents that specify what the Department and Lead Agency will accomplish during the upcoming year in conducting ongoing Quality Assurance and Quality Improvement. These plans include the Department's and the Lead Agency's commitment to continuing exploration and assessment of local practices and Services related to Child welfare in the regions and local systems of care overall.

(29) Representatives means, with respect to any person or entity, such person's or entity's affiliates, agents, directors, employees, members, officers, owners, partners and representatives.

(30) Screening means all of the following: (i) the Screening described in Section 409.175, Florida Statutes, (ii) any child abuse registry screening or Abuse Hotline check required by Department Standard Operating Procedures and/or SJC and (iii) any electronic verification procedures or requirements of the Department, as each may be altered, amended, modified, repealed, restated and/or supplemented, and any succeeding legislation, procedures, regulations or rules, all as the same shall be in effect from time to time.

(31) Services means services and programs aimed at reducing child abuse and neglect, and improving the health of Children. In general, these services involve Adoption, Foster Care (including Recruitment and Licensing of Family Foster Homes), Family Preservation Services, Independent Living Services, and Case Management.

(32) State shall mean the State of Florida.

(33) Subcontractor Services means the services to be provided by Subcontractor pursuant to this Agreement, as further described on Attachment I, including those services to be provided by Funded Positions described on Attachment VII attached hereto and incorporated herein.

(34) System of Care means a comprehensive continuum of Child Welfare and related services provided in specific geographic area that incorporates the local communities' priorities for child safety well-being and permanency.

(35) Termination Date means the last day of the Transition Period.

(36) Transition Period means the period commencing on the date of an Event of Default or expiration of the notice period pursuant to the conditions, provisions, and terms contained in Section 7.2, and ending on the date on which the Subcontractor Services have been transitioned to a new subcontractor.

(37) Wraparound Services means intensive services provided to children and families for the purpose of family engagement, and collaborative participation in the development and execution of a strength-based service plan.

1.2. Terms Defined by Section 409.175, Florida Statutes.

The following capitalized terms used in this Agreement but not defined in this Agreement shall have the meanings given to them in Section 409.175, Florida Statutes, as it may be altered, amended, modified, repealed, restated and/or supplemented, and any succeeding legislation, and the rules and regulations promulgated thereunder and in the Code, all as the same shall be in effect from time to time:

Agency	Family Foster Home	Personnel
Child	License	

1.3. Terms Defined by Section 65C-30.001 of the Code.

The following capitalized terms used in this Agreement but not defined in this Agreement shall have the meanings given to them in Section 65C-30.001 of the Code, as it may be altered, amended, modified, repealed, restated and/or supplemented, and any succeeding regulations or rules, all as the same shall be in effect from time to time:

Abuse, Neglect or Abandonment	Family Preservation Services	Permanency
Allegation	Family Team Conferencing	Permanency Plan
Case	Florida Abuse Hotline	Permanency Staffing
Case File	Independent Living Services	Placement
Case Plan	Lead Agency	Psychotropic Medication
Child Protection Services	Maltreatment	Reunification
Children's Legal Services	Medicaid	Statewide Automated Child Welfare Information Services (SACWIS)
Community Based Care	Out-of-Home Care	Safety Plan

1.4. Terms Defined by Department Contract.

Capitalized terms used in this Agreement and not otherwise defined in Section 1.1, Section 1.2 and Section 1.3 of this Agreement shall have the meanings given to them in the Department Contract.

ARTICLE II

PROVISION OF SUBCONTRACTOR SERVICES

2.1. Subcontractor Services.

Subcontractor shall provide the Subcontractor Services to Eligible Consumers in accordance with the specific requirements described in Attachment I and Attachment VII.

2.2. Licensure, Accreditation and Certification.

(1) SJC is committed to ensuring the provision of the highest quality Services to the Clients we serve. Accordingly, SJC has an expectation that where accreditation is generally accepted nationwide as a clear indicator of quality service, SJC's providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time.

(2) At all times during the term of this Agreement, (a) Subcontractor shall maintain in good standing all applicable licensure and accreditation requirements for all Funded Positions and Services as outlined in this Agreement and (b) Subcontractor's Representatives shall meet all applicable federal and state licensing and certification requirements. Any Representatives of Subcontractor who are determined by SJC to perform the same or similar critical functions as the Funded Positions shall be required to meet the Department's training and certification requirements. Subcontractor shall provide written evidence of such licensing, certification and accreditation to SJC upon SJC's request, and Subcontractor shall give SJC immediate written notice of pending investigations regarding licensure, certification or accreditation, including any revocation, suspension or restriction of such licensure, certification or accreditation. Subcontractor shall immediately notify SJC in writing of any material change in any accreditation, credentialing or licensing information previously provided to the Department or SJC.

(3) As a condition precedent to the effectiveness of this Agreement Subcontractor shall provide the certifications attached hereto as Attachment II and Attachment III.

2.3. Independent Contractor.

This Agreement is not intended to create, nor is it to be construed as creating any relationship between Subcontractor and SJC or with the Department, other than that of independent parties contracting with each other solely for the purpose of effectuating the provisions of this Agreement. Neither Subcontractor nor SJC nor the Department nor any of their respective Representatives, shall act as nor be construed to be the Representative of the other. Furthermore, Subcontractor shall not represent to others that it has the authority to bind SJC or the Department unless specifically authorized in writing. With respect to all Services performed under this agreement, Subcontractor is an independent contractor and may not be considered or permitted to be an officer, employee, or agent of the State of Florida or of St. Johns County. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, workers compensation and all necessary insurance for Subcontractor's Representatives and permitted subcontractors shall be the sole responsibility of Subcontractor. Neither Subcontractor nor any of its Representatives or subcontractors shall be entitled to the benefits and programs (including vacation, sick leave, health or disability benefits, unemployment insurance, workers' compensation insurance, social security coverage or membership in any pension or retirement plan) that may be provided by SJC to any of its Representatives.

To the extent permitted by law, the State of Florida, Department of Children and Families shall not be liable in any way or for any reason related to this contract. Notwithstanding the foregoing, nothing in this contract shall operate as a waiver of St. Johns County's sovereign immunity or of its limitation of liability pursuant to Section 768.28, Florida Statutes.

2.4. Non-Exclusivity.

Nothing in this Agreement shall be construed to confer upon Subcontractor the exclusive right to provide Services to Eligible Consumers in any geographic area, and SJC explicitly reserves the right to contract with other organizations or agencies providing similar services in Subcontractor's geographic area.

2.5. Subcontracting.

Subcontractor Services under this Agreement may not be subcontracted by Subcontractor, without prior written consent of SJC in its absolute and sole discretion.

2.6. No Property Rights.

This Agreement establishes no property rights in favor of Subcontractor, any of its subcontractors or any of their respective Representatives.

2.7. Publicity.

Subcontractor and its Representatives shall not, without the prior written approval of the Department and SJC in each instance, use in advertising, publicity, or any other promotional endeavor any Mark of the State, the Department or SJC, or the name of any of the respective Representatives of the State, the Department or SJC, or represent, directly or indirectly, that any product or service provided by Subcontractor has been approved or endorsed by the State, the Department or SJC. Use of the County Seal shall be governed by the terms of St. Johns County Ordinance 1992-2. Subcontractor shall not, without the prior written approval of the Department and SJC in each instance, refer to the existence of this Agreement in press releases, advertising or materials distributed to Subcontractor's prospective clients or vendors.

2.8. Preference to Florida Based Businesses.

Subcontractor agrees to maximize the use of state residents, state products and other Florida-based businesses in fulfilling its contractual duties under this Agreement

2.9 Employment Eligibility Verification.

(a) Definitions. As used in this clause:

"Employee assigned to the contract" means all persons employed during the Agreement term by Subcontractor to perform work pursuant to this Agreement within the United States and its territories, and all persons (including sub-subcontractors) assigned by Subcontractor to perform work pursuant to this Agreement.

"Subcontract" means any contract entered into by Subcontractor to furnish supplies or services for the performance of this Agreement or a subcontract. It includes, but is not limited to, purchase orders and changes and modifications to purchase orders.

"Sub-subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for Subcontractor or another sub-subcontractor.

(b) Enrollment and verification requirements.

(1) Subcontractor shall:

(i) Enroll as a provider in the E-Verify program within thirty (30) calendar days of execution of this Agreement;

(ii) Verify all new employees. Within thirty (30) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility. All new employees assigned by the Subcontractor to perform work pursuant to this Agreement shall be verified as employment eligible within three (3) Business Days after the date of hire; and

(2) Subcontractor shall comply, for the period of performance of this Agreement, with the requirement of the E-Verify program enrollment.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Subcontractor's enrollment and deny access to the E-Verify system in accordance with the terms of the enrollment. In such case, Subcontractor will be referred to a DHS or SSA suspension or debarment official.

(ii) During the period between the termination of the enrollment and a decision by the suspension or debarment official whether to suspend or debar, Subcontractor is excused from its obligations under paragraph (b) of this provision. If the suspension or debarment official determines not to suspend or debar the Subcontractor, then the Subcontractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

(d) Individuals previously verified. Subcontractor is not required by this clause to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by the provider through the E-Verify program.

(e) Individuals performing work prior to the E-Verify requirement. Employees assigned to and performing work pursuant to this Agreement prior to February 04, 2011 do not require employment verification through E-Verify.

(f) Evidence. Evidence of the use of the E-Verify system will be maintained in the

employee's personnel file.

(g) Sub-subcontracts. Subcontractor shall include the requirements of this clause, including this paragraph (g) (appropriately modified for identification of the parties), in each Sub-subcontract.

2.10 Employee Gifts.

Subcontractor may not offer to give or give any gift to any St. Johns County or State of Florida, Department of Children and Families employee during the service performance period, and that this provision shall survive the contract for a period of two years. Violation will result in referral to the Department of Management Services for potential inclusion on the suspended vendors list.

ARTICLE III

REPORTS; QUALITY ASSURANCE; MONITORING; RECORDKEEPIN

3.1. Reports.

(1) Mandatory Reporting of Reportable Incidents Involving Agents. Subcontractor and its subcontractors, if any, as approved in the sole and absolute discretion of SJC as provided in section 2.5 hereof each Representative of Subcontractor, and each Representative of any subcontractor to Subcontractor, who has any knowledge of an Agent Reportable Incident in connection with the Subcontractor's Services under this Agreement shall comply with the Department's operating procedures and protocols developed under Children and Families Operating Procedure 180-4 and report such Agent Reportable Incident as follows:

(a) Agent Reportable Incidents that may involve an immediate or impending impact on the health or safety of a Consumer shall be immediately reported to the Contract Manager; and

(b) Reportable incidents may be submitted to the Office of Inspector General electronically, or by mail, fax, or telephone. The recommended method of reporting is through the Office of Inspector General internet website [http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml]. Notifications by management should be made by submitting a Notification/Investigation Request (form CF 1934, available in DCF Forms) to the Office of Inspector General by email to IG.Complaints@myflfamilies.com; by regular mail to 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428.

(2) Mandatory Risk Prevention and Child Abuse Reporting. Subcontractor and each Representative of Subcontractor shall, in accordance with the Department's Client Risk Prevention System, repo1t all Consumer Reportable Incidents in accordance with the Department's operating procedures and protocols developed under Children and Families Operating Procedure 215-6.

(3) Mandatory Reporting of Suspicion of Abuse, Neglect or Abandonment. Subcontractor and each Representative of Subcontractor shall immediately report any knowledge or reasonable suspicion of Abuse, Neglect or Abandonment, or any exploitation of a Child, aged person, or disabled adult to the Department's central abuse hotline using the single statewide toll free telephone number, (800) 96-ABUSE or as otherwise required under Chapter 39 and Chapter 415, Florida Statutes.

(4) Periodic Reports. Subcontractor shall deliver the reports described on Attachment IV hereto and incorporated herein, on the dates specified therein. Subcontractor shall deliver such reports to the appropriate SJC staff member listed on Attachment IV. Attachment IV may be revised by SJC in its sole and absolute discretion from time to time with at least thirty (30) days prior written notice to Subcontractor.

3.3. Quality Assurance.

(I) Quality Management Plan. Subcontractor shall assist, cooperate and comply with SJC's Quality Management Plan. SJC staff will review Subcontractor's compliance with the Quality Management Plan from time to time, with or without notice in the absolute and sole discretion of SJC. Review of Subcontractor for Quality Assurance will be implemented in accordance with the Quality Management Plan. SJC shall provide Subcontractor with a copy of SJC's Quality Management Plan.

(2) Quality Improvement Program. Subcontractor shall independently implement a Quality Improvement program to continuously review and improve its delivery of Subcontractor Services to Eligible Consumers under this Agreement. Subcontractor shall also cooperate with SJC's own Quality Improvement programs, provide SJC with all necessary data and records in connection with Subcontractor and the Subcontractor Services, and permit SJC to conduct reviews and audits at Subcontractor's site. SJC shall provide Subcontractor with a copy of SJC's Quality Improvement programs.

(3) Incorporation by Reference. All Quality Management Plans, Subcontractor Quality Improvement programs and SJC Quality Improvement programs, as they may exist from time to time, are hereby incorporated into this Agreement by reference.

3.4. Performance Measurements and Requirements.

(I) Subcontractor shall meet or exceed the Performance Measures. SJC will track the Performance Measures as described in Section 3.4(2). If Subcontractor fails to meet any Performance Measures, SJC will notify Subcontractor in writing. Subcontractor agrees that SJC, at its exclusive discretion, may increase the number of Case Files reviewed to assure compliance.

(2) SJC will track Performance Measures as follows:

(a) *Assessment.* SJC will track Performance Measures for each Fiscal Quarter occurring during the Term, and will deliver a report ("Quarterly Assessment") to Subcontractor no later than thirty (30) days after the end of each Fiscal Quarter indicating (i) its assessment of Subcontractor's performance in the most recently completed Fiscal Quarter, (ii) areas in which Subcontractor has failed to meet Performance Measures, (iii) areas in which Subcontractor's performance needs improvement, and (iv) whether Subcontractor will have the opportunity to submit a Corrective Action Plan. If Subcontractor has not previously developed and implemented a Corrective Action Plan, SJC, in its absolute and sole discretion, may allow Subcontractor to submit a Corrective Action Plan to address the deficiencies identified in the Quarterly Assessment. Anything to the contrary in this Section 3.4(1) notwithstanding, Subcontractor's failure to achieve the Performance Measures shall be an Event of Default pursuant to the conditions, provisions and terms contained in Section 7.4(3).

(a) *Initial Corrective Action Plan.* If SJC, in the Quarterly Assessment, states that Subcontractor may submit a Corrective Action Plan, Subcontractor shall develop and submit a Corrective Action Plan to SJC for SJC's approval within ten (I 0) days following delivery of the Quarterly Assessment. SJC will work with Subcontractor to develop the specific methodology in the Corrective Action Plan. If Subcontractor fails to timely submit a Corrective Action Plan, it shall be an Event of Default as provided in Section 7.4(5). SJC shall have the right to review and comment on the Corrective Action Plan, and may accept or reject the Corrective Action Plan in its absolute and sole discretion.

(b) *Revised Corrective Action Plan.* If SJC rejects the Corrective Action Plan submitted by Subcontractor pursuant to the conditions, provisions and terms contained in Section 3.4(2)(b), it shall provide notice of the rejection to Subcontractor, and Subcontractor shall have five (5) days following receipt of the notice of rejection to re- submit a Corrective Action Plan addressing SJC's comments. If Subcontractor fails to timely re-submit a revised Corrective Action Plan, it shall be an Event of Default as provided in Section 7.4(5). SJC shall have the right to review and comment on the revised Corrective Action Plan, and may accept or reject the revised Corrective Action Plan in its absolute and sole discretion.

(c) *Final Correction Plan.* If SJC rejects the revised Corrective Action Plan submitted by Subcontractor pursuant to the conditions, provisions and terms contained in Section 3.4(2)(c), it shall provide notice of the rejection to Subcontractor, and Subcontractor shall have five (5) days following receipt of the notice of rejection to submit its final Corrective Action Plan addressing SJC's comments. If Subcontractor fails to timely submit a final Corrective Action Plan, it shall be an Event of Default as provided in Section 7.4(5). SJC shall have the right to accept or reject this final Corrective Action Plan. If SJC rejects the final Corrective Action Plan, it shall be an Event of Default as provided in Section 7.4(5).

(d) *Acceptance of Corrective Action Plan.* If SJC accepts any Corrective Action Plan, Subcontractor shall have ninety (90) days to achieve compliance with the Performance Measures utilizing the Corrective Action Plan.

3.5. Corrective Action.

SJC maintains in its sole discretion the right to place Subcontractor on a Corrective Action Plan and/or assess financial penalties against the Subcontractor if SJC does not meet performance standards or SJC incurs financial penalties due to Subcontractor's lack of performance or any other contributable action by the Subcontractor.

3.6. Monitoring and Audits.

SJC may monitor Subcontractor and Subcontractor's Services as described in Part 1 to Attachment V hereto, including for compliance with the matters described in Section 3.3 and Section 3.4 of this Agreement and Subcontractor hereby consents to such monitoring. Subcontractor shall also be subject to audits, reporting requirements and record retention requirements pursuant to federal and State law, as further described in Parts 2, 3 and 4 of Attachment V to this Agreement, and as contained in Section 3.7 of this Agreement, and Subcontractor hereby agrees to such requirements.

3.7. Records.

(1) Consumer Records. Subcontractor shall completely document the provision of Services to each Eligible Consumer, as described in Chapter 39, Florida Statutes, consistent with the

performance standards prescribed by the federal Adoption and Safe Families Act of 1997 (Pub. L. 105-89). These records shall be produced and updated in accordance with the SJC record keeping policy and procedures guidelines. Said records shall include any other records required by applicable state or federal laws, rules, or regulations. Subcontractor shall ensure that each Case File for an Eligible Consumer includes current and detailed chronological notes of all Consumer contacts and case-related activities and events, from case opening through case closure. Subcontractor shall comply with all applicable laws and procedures pertaining to security and confidentiality including Chapter 815, Florida Statutes, and in accordance with Health and Rehabilitative Services Operating Procedures 175-26, Confidentiality of Children and Families Records, Children and Families Operating Procedure 50-6, Security, and HRSR 50-2, Security of Data and Information Technology Resources.

(2) Financial Records. Subcontractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided to Subcontractor by SJC under this Agreement as well as funds furnished to Subcontractor on behalf of Consumers through other funding sources.

(3) Record Retention. Retention of client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract shall be maintained by the Subcontractor during the term of this contract and retained for a period of sic (6) years after completion of this contract or longer when required by law. In the event an audit is required under this contract, records shall be retained a minimum of six (6) years after the audit report is issued, or until the resolution of any audit findings or litigation based on the terms of the contract, at no additional cost to the State of Florida or to SJC. SJC will furnish a centralized storage site for closed child welfare case records (only) and will assume responsibility for the record once transferred.

(4) Inspection. The subcontractor shall permit all persons who are duly authorized by the State of Florida and/or SJC to inspect and copy any records, papers, document, facilities, good and services of the Subcontractor which are relevant to this contract, and to interview any clients, and employees to assure the State of Florida, Department of Children and Families and/or SJC of the satisfactory performance of the terms and conditions of this contract. Subcontractor will also comply with the auditing, reporting and record retention requirements contained on Attachment V. For so long as Subcontractor is required to maintain records pursuant to Section 3.7(3) of this Agreement and Attachment V to this Agreement, Representatives of federal auditors (pursuant to 45 C.P.R. Section 92.36(i)(10)), the Florida Local Advocacy Council (pursuant to Section 402.166, Florida Statutes), the Department (pursuant to the Department Contract and State law) and SJC (pursuant to this Agreement) shall be allowed full access to and the right to examine any of such records, regardless of the form in which they are kept.

(5) Access to Records. The 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 or Federal law. It is specifically understood that access to "personally identifiable information" as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), is controlled by, and subject to, the provisions of HIPAA. Access to such 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.

(6) Confidentiality of Consumer Information. Subcontractor shall comply at all times with applicable federal and state laws, rules, and regulations, including but not limited to 45 C.F.R. Section 205.50, and Section 402.115, Florida Statutes, regarding the confidentiality of all records in connection with the Subcontractor's Services, including the identity of Consumers. Subcontractor shall not release any such records to any Consumer or third person, other than SJC, the Department or the Florida Local Advocacy Council (or their respective Representatives), without the prior written consent of the Consumer (or a parent or guardian if the Consumer is a minor), except as may be required by Florida Public Records Law or an order from a Governmental Authority. Subcontractor will ensure that its Representatives, subcontractors, assignees and

successors are aware of and comply with the confidentiality requirements of this Agreement (including the conditions, provisions and terms contained in Section 4.18) and such laws. If requested, Subcontractor and its Representatives, subcontractors, assignees and successors, if any, shall sign a confidentiality agreement in a form specified and provided by SJC.

(7) Transfer of Records. Upon termination or expiration of this Agreement, active and closed records will be transferred in accordance with Subcontractor's transition plan as approved by SJC. From time to time during the required retention period, at the request of SJC or the Department, Subcontractor shall duplicate and transfer all records in connection with Subcontractor's Services (at no cost to SJC or the Department).

(8) Public Records.

(a) 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.

(b) In accordance with Florida law, to the extent that Subcontractor's performance under this Agreement constitutes an act on behalf of SJC, Subcontractor shall provide access to all public records made or received by Subcontractor in conjunction with this Agreement. Specifically, if Subcontractor is expressly authorized, and acts on behalf of the County under this Agreement, Subcontractor shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by SJC in order to perform the services described herein;

(2) Provide the public with access to public records related to this Agreement on the same terms and conditions that SJC would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by applicable law;

(3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and

(4) Meet all requirements for retaining public records, and transfer at Subcontractor's sole cost and expense, all public records in the possession of Subcontractor upon termination of this Agreement.

(c) Upon termination of this Agreement, Subcontractor shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to SJC in a format that is compatible with information technology systems maintained by SJC.

ARTICLE IV

COMPLIANCE WITH POLICIES OF SJC AND THE DEPARTMENT; COMPLIANCE WITH LAW

4.1. Compliance with Department Contract.

In rendering the Subcontractor Services, Subcontractor shall comply with all relevant provisions of the Department Contract, which is hereby incorporated by reference. SJC will provide Subcontractor with a copy of the Department Contract upon request.

4.2. Department Standard Operating Procedures.

Subcontractor and each agent, employee and representative of Subcontractor shall maintain and comply with all written policies and procedures developed by SJC to conform to the Department's Standard Operating Procedures, unless Subcontractor develops and maintains their own policies and procedures which do not conflict with SJC's policies and procedures and the Department's Standard Operating Procedures. Copies of SJC's policies and procedures and/or the Department's Standard Operating Procedures will be provided to Subcontractor upon request.

4.3. Cooperation.

Subcontractor will work cooperatively with SJC and its departments. Subcontractor is responsible for ensuring the safety and supervision of the child.

4.4. Mandatory Background Screening.

(1) Subcontractor shall ensure that all of its Personnel providing Subcontractor Services to Eligible Consumers are subjected to Screening.

(2) No Personnel of Subcontractor may participate in any Subcontractor Services until the Screening has been completed. In the event that any Personnel of Subcontractor is determined to (i) have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, any of the offenses enumerated in Section 435.04(2), Florida Statutes, or (ii) have been subject to a confirmed child Abuse, Neglect or Abandonment report, then such individual shall be prohibited from providing Subcontractor Services to Eligible Consumers, unless an exemption from disqualification has been granted under Section 435.07, Florida Statutes. An exemption for a disqualifying felony may not be granted until at least three (3) years after the completion of all sentencing sanctions for that felony. Exemptions from disqualification may only be granted by the Lead Agency head. Any Personnel of Subcontractor requiring an exemption shall be identified in writing by Subcontractor to SJC.

4.5. Liability Insurance.

(l) Subcontractor shall maintain and keep in effect, at its sole expense, insurance coverage as required under Attachment VI to this Agreement and in accordance with Section 409.993, Florida Statutes. On or before July 1 of each year, Subcontractor shall furnish to SJC and the Department certificates of insurance evidencing the insurance coverage required under this Section 4.5. Upon request Subcontractor shall furnish to SJC complete copies of insurance policies required

under this Section 4.5.

(2) Subcontractor shall require each insurer with which it has procured insurance coverage to give SJC and the Department written notice of any intention to cancel or refuse to renew the policy at least thirty (30) days prior to cancellation or nonrenewal. Subcontractor agrees to notify the Contract Manager within twenty-four (24) hours in the event of a change or loss of Subcontractor's insurance coverage and/or bond coverage.

4.6. Security Requirements.

(1) Subcontractor will ensure that its Representatives and subcontractors will at all times comply with security regulations that are in force or that are generally or specifically imposed by SJC from time to time, and that its Representatives and subcontractors will comply with all statutory site requirements.

(2) The Subcontractor is required to have all employees with access to Department information to complete the latest Department security awareness training. A copy of all training certificates must be submitted to SJC annually.

(3) All Subcontractor employees who have access to Departmental Information shall comply with, and be provided a copy of CFOP 502, and shall sign the DCF Security Agreement Form CF 0114 annually. A copy of the completed form must be submitted to SJC annually.

(4) The Subcontractor shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and mobile storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible, then the Subcontractor shall assure that unencrypted personal and confidential departmental data will not be stored on unencrypted storage devices.

(5) The Subcontractor shall notify SJC of any breach or potential breach of personal and confidential data as soon as possible, but no later than two (2) working days. SJC must in turn, notify the State of Florida, Department of Children and Families within five (5) working days following the determination of any breach or potential breach of personal and confidential Departmental data.

(6) Subcontractor shall at its own cost provide notice to affected parties no later than thirty (30) days following the determination of any potential breach of personal or confidential Departmental data as provided in section 501.171, F.S. The Subcontractor shall also at its own cost implement measures deemed appropriate by SJC or by the State of Florida, Department of Children and Families to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data.

4.7. Construction or Renovation of Facilities using State Funds.

No funds for the purchase of or improvements to real property shall be provided pursuant to the conditions, provisions and terms contained in this Agreement, without SJC's and the Department's prior written consent (in each of their absolute and sole discretion), and no funds provided pursuant to the conditions, provisions and terms contained in this Agreement shall be used by Subcontractor for the purchase of or improvements to real property without SJC's and the Department's prior written

consent (in each of their absolute and sole discretion). Any consent by SJC to a request by Subcontractor for the purchase of or improvements to real property may be made contingent upon such conditions, provisions and terms as SJC and the Department deem appropriate, in each of their absolute and sole discretion, including but not limited to granting the Department (or the State) a security interest in the real property and improvements and providing the conditions, provisions and terms upon which Department (and the State) shall recoup its investment.

4.8. Compliance with Law.

(1) Subcontractor shall at all times during the term of this Agreement comply with and provide all Subcontractor Services required hereunder in accordance with all applicable federal, state, and local laws, rules, regulations and ordinances including, but not limited to, the federal Social Security Act, the Pro-Children Act of 1994, and Chapters 39 and 409, Florida Statutes, as they may be altered, amended, modified, repealed, restated and/or supplemented, and any succeeding legislation, and the rules and regulations promulgated thereunder and in the Code, all as the same shall be in effect from time to time.

(2) Health Insurance Portability and Accountability Act ("HIPAA"). In compliance with 45 CFR § 164.504(e), the Subcontractor shall comply with the provisions of Attachment IX to this Agreement, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Subcontractor or its subcontractors incidental to Subcontractor's performance of this contract. The provisions of the foregoing Attachment supersede all other provisions of the Agreement regarding HIPAA compliance.

4.9. Consumer Rights and Grievance Process.

(1) Consumer Rights. Subcontractor shall prominently display information as to a Consumer's right of access to the Florida Local Advocacy Councils to file a complaint regarding Subcontractor's Services. Subcontractor agrees to allow properly identified members of the Florida Statewide Advocacy Council and Florida Local Advisory Councils access to all of Subcontractor's facilities and the right to communicate with any Consumer being served by Subcontractor, as well as all Representatives and/or volunteers who serve the Consumers, in accordance with Section 402.165 and Section 402.166, Florida Statutes. Subcontractor shall also create brochures that outline Consumer rights to ensure that Consumers are informed of access to individuals and Agencies willing to advocate for their needs, and copies of such brochures shall be provided to SJC.

(2) Grievances. Subcontractor shall comply with the Grievance Procedures. All determinations made by SJC under the Grievance Procedure shall be final and binding upon Subcontractor.

4.10. First Aid and CPR.

All of Subcontractor's Representatives who are engaged in providing the Subcontractor Services shall be first aid and CPR-certified.

4.11. Support to the Deaf or Hard-of-Hearing.

(I) Subcontractor shall comply with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 C.F.R. Part 84 (Section 504) and the Americans with

Disabilities Act of 1990,42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35 (ADA).

(2) Subcontractor shall comply with the following:

(a) If Subcontractor employs fifteen (15) or more employees, it shall designate a single point of contact to ensure effective communication with deaf or hard-of-hearing clients or companions in accordance with Section 504 and the ADA (the "Single Point of Contact"). The name and contact information for the Single Point of Contact shall be furnished to the Contract Manager within fourteen (14) calendar days after the effective date of this requirement.

(b) The Single Point of Contact will ensure effective communication with deaf or hard-of-hearing Consumers or companions in accordance with Section 504 and the ADA, and coordinate activities and reports with the Contract Manager. The Single Point of Contact shall ensure that employees of Subcontractor are aware of the requirements, roles and responsibilities, and contact points associated with compliance with Section 504 and the ADA. Further, if Subcontractor employs fifteen (I 5) or more employees, its employees shall attest in writing that they are familiar with the requirements of Section 504 and the ADA. This attestation shall be maintained in the employee's personnel file and remain available for inspection by SJC.

(c) The Single Point of Contact will ensure that conspicuous notices providing information about the availability of appropriate auxiliary aids and Services at no cost to the deaf or hard-of-hearing Consumers or companions are posted near all entry points at all Subcontractor Service locations. Such notices must be posted promptly following execution of this Agreement. The approved form of notice can be downloaded on the Internet at:

http://www.myflfamilies.com/general-information/office-civil-rights

(d) Subcontractor shall document the Consumer's or companions preferred method of communication and any requested auxiliary aids/Services provided in the Consumer's record. Documentation with supporting justification must also be made if any request was not honored. Subcontractor shall distribute Consumer feedback forms to Consumers or companions and provide assistance in completing the forms as requested by the Consumer or companion.

(e) If Consumers or companions are referred to other Agencies, Subcontractor must ensure that the receiving Agency is notified of the Consumer's or companions preferred method of communication and any auxiliary aids/Service needs.

4.12. Transportation.

(1) Consumer Transportation. Subcontractor and its Representatives who transport Consumers on a routine or emergency basis shall have automobile liability insurance as detailed in Attachment VI and in compliance with Section 409.993, Florida Statutes. Subcontractor shall maintain written transportation policies and procedures addressing the following matters at a minimum, and shall provide a copy of such transportation policies and procedures to SJC upon request:

(a) Safety of Consumers, including the use of escorts or attendants, Child safety seats, seat belts and restraints when necessary;

(b) Drug testing of drivers and attendants as outlined in Section 41-2.006 of the Code; and

(c) Transportation Disadvantaged. Subcontractor and its Representatives who transport Consumers shall comply with the provisions of Chapter 427, Florida Statutes, and Chapter 41-2 of the Code.

4.13. Facility Standards.

Subcontractor agrees that any facility used in the provision of Subcontractor Services shall comply with all state and local fire and health codes, and all other codes, laws and ordinances that would apply if space so utilized was owned or leased by the State.

4.14. Purchasing.

Subcontractor shall procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of Section 403.7065, Florida Statutes.

4.15. Drug Free Workplace.

Subcontractor shall maintain a drug free workplace pursuant to Section 440.102, Florida Statutes, and shall implement appropriate policies and procedures to ensure compliance therewith.

4.16. Nondiscrimination.

Subcontractor shall not differentiate or discriminate in the provision of Subcontractor Services to Eligible Consumers or against any of its employees or any applicant for employment because of age, race, religion, creed, color, disability, national origin, sex or marital status.

4.17. Whistleblower Protections.

(1) Subcontractor shall comply with all requirements related to the federal whistleblower protections specified in Section 1553 of the American Recovery and Reinvestment Act of2009 (the "Recovery Act"). Subcontractor shall post notice of employees' rights and remedies for whistleblower protections provided under the Recovery Act.

(2) Additionally, in accordance with subsection 112.3187(2), Florida Statutes, Subcontractor and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that created substantial and specific danger to the public's health, safety or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The subcontractor and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, and the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

4.18. Confidentiality

(1) Subcontractor hereby acknowledges, agrees and understands that the agreements and covenants contained in this Section 4.18 provide a special and unique benefit to SJC and the Department and that (i) Subcontractor's and/or any of Subcontractor's Representative's breach of, or threatened breach of, any of the conditions, provisions or terms contained in this Section 4.18 will result in an irreparable injury to SJC and the Department, (ii) SJC's and the Department's remedy at law for Subcontractor's and/or any of Subcontractor's Representative's breach of, or threatened breach of, any of the conditions, provisions or terms contained in this Section 4.18 will be inadequate, and (iii) SJC's and the Department's damages arising out of, based upon, connected with, incidental to or related Subcontractor's and/or any of Subcontractor's Representative's breach of, or threatened breach of, any of the conditions, provisions or terms contained in this Section 4.18 cannot be measured strictly in monetary terms.

(2) Subcontractor hereby acknowledges, agrees and understands that upon SJC's and/or the Department's adequate proof of Subcontractor's and/or any of Subcontractor's Representative's breach of, or threatened breach of, any of the conditions, provisions or terms contained in this Section 4.18, SJC and the Department shall be entitled to receive specific performance or immediate relief enjoining any threatened or further breach of any of the conditions, provisions or terms contained in this Section 4.18, without having to post a bond. Nothing contained in this Section 4.18 shall be construed to limit in any way SJC's or the Department's remedies and rights that otherwise may exist at law or in equity with respect to Subcontractor's and/or any of Subcontractor's Representative's breach of or default under, or threatened breach of or default under, any of the conditions, provisions and terms contained in this Agreement. Subcontractor hereby acknowledges, agrees and understands that a breach of or default under any condition, provision or term contained in this Agreement by SJC shall not be a defense to the enforceability of the agreements and covenants contained in this Section 4.18.

(3) During the Term, Subcontractor and/or Subcontractor's Representatives may become privy to Confidential Information. Subcontractor hereby acknowledges, agrees and understands that the Confidential Information may not be converted to Subcontractor's own use or to the benefit of any Person except SJC, the Department and the Consumer to whom the Confidential Information belongs. Accordingly, Subcontractor agrees and covenants that Subcontractor will not, and shall cause Subcontractor's Representatives not to, directly or indirectly, disclose, divulge, furnish, reveal, use or make available any of the Confidential Information to any Person (other than SJC, the Department, any of their respective Representatives or to the Consumer to whom such Confidential Information belongs) without SJC's prior written consent.

(4) Anything contained in this Agreement to the contrary notwithstanding, Subcontractor shall not be restricted from disclosing, divulging, furnishing, making accessible, revealing or using any of the Confidential Information (i) in connection with the performance of Subcontractor's duties and obligations contained in, and otherwise in compliance with the conditions, provisions and terms contained in this Agreement, (ii) that becomes or is generally available to the public other than as a result of an unauthorized disclosure by Subcontractor or any of Subcontractor's Representatives, (iii) that becomes available to Subcontractor in a manner that is not in contravention of applicable law from a Person (other than SJC, the Department, any of their respective Representatives or to the Consumer to whom such Confidential Information belongs) that is not bound by a confidential relationship or a contract with SJC or the Department, (iv) that was known by Subcontractor on a non-confidential basis and not in contravention of applicable law or a contract before its disclosure to Subcontractor by SJC, the Department or any of their respective Representatives, or (v) that is required to be disclosed

by law, order or other legal process; provided, however, that if disclosure is required by law, order or other legal process, then Subcontractor shall (A) provide SJC and the Department with prompt notice of such requirement so that SJC and/or the Department may seek an appropriate protective order prior to any such required disclosure, and (B) take reasonable steps to assist SJC and the Department in contesting such required disclosure or otherwise protecting SJC's and the Department's rights in and to the Confidential Information required to be so disclosed.

(5) The provisions of this section are subject to the requirements of Florida's Public Records Law and should not be construed to prevent disclosure of any record that is required by law to be produced in response to a public records request.

4.19. Ownership of Intellectual Property Rights.

(1) At all times during and after the Term, and for no additional consideration, Subcontractor shall, and Subcontractor shall cause Subcontractor's Representatives to, promptly assign, convey, disclose, grant and transfer to DCF for its sole benefit and use all Intellectual Property Rights that arise out of, are based upon, are connected with, are incidental to, or are related to Subcontractor's engagement by DCF pursuant to the conditions, provisions and terms contained in this Agreement, including the provision of the Subcontractor Services, and that are conceived, created, developed or first reduced to practice by Subcontractor and/or Subcontractor's Representatives, either alone or jointly with others during the Term (regardless of when, where, why or how developed).

(2) To the extent that any such Intellectual Property Rights constitute copyrightable or similar subject matter that is eligible to be treated as "work made for hire," as defined in the Copyright Act of 1976, as amended, or as having similar status in the United States or elsewhere, such Intellectual Property Rights shall be treated as work made for hire, and DCF shall be the exclusive and sole owner of all equitable and legal interest, right and title in and to such Intellectual Property Rights, including the copyright thereto.

(3) To the extent that any such Intellectual Property Rights do not constitute "work made for hire" owned solely by DCF as a matter of law, Subcontractor, for no additional consideration and so that DCF shall be the sole and exclusive owner of such Intellectual Property Rights, hereby assigns, conveys, grants, sells and transfers to DCF (and its assigns and successors) all of Subcontractor's legal and equitable interest, right and title in and to such Intellectual Property Rights throughout the world, whether such interest, right or title arises under copyright law, patent law, semiconductor chip protection law, telecommunications law, trade-secret law or otherwise, together with (i) all and any copyright registrations that may be applied for or obtained, and any extensions of such copyright registrations, and (ii) all and any rights to sue and recover for any past infringements of such Intellectual Property Rights, all of which shall be enjoyed and held by DCF for its own use and that of its assigns and successors. Subcontractor, for no additional consideration, also hereby assigns, conveys, grants, sells and transfers to DCF, and disclaims with respect to DCF, all and any of Subcontractor's rights to (A) display, distribute copies of, prepare derivative works based upon, reproduce and use such Intellectual Property Rights and derivative works thereof, and (B) authorize others to do any or all of the foregoing. Anything in this Section 4.19(3) to the contrary notwithstanding, Subcontractor hereby authorizes DCF to make any desired changes to any part of such Intellectual Property Rights, to combine them with other materials in any manner desired, and to withhold the identity of Subcontractor in connection with any

distribution or use thereof, whether alone or in combination with other materials.

(4) At DCF's expense and request, either during the Term or at any time thereafter, Subcontractor shall, and Subcontractor shall cause Subcontractor's Representatives to, and without additional consideration, promptly execute all and any assignments, contracts, copyright registration applications, instruments, patent applications, trademark registration applications, waivers of moral rights and other documents and materials (including continuations, continuations in part, divisions, extensions or renewals) that DCF, in its absolute and sole discretion, deems appropriate or necessary to apply for or to obtain copyright registrations, letters patent or trademark registrations of the United States or any foreign country, or to otherwise to protect DCF's interest in such Intellectual Property Rights.

ARTICLE V

OBLIGATIONS OF SJC

5.1. Consumer Eligibility.

SJC shall establish a process for assuring service eligibility for all Consumers based upon the Department's state and federally mandated criteria. SJC has the sole right and responsibility to make determinations regarding a Consumer's eligibility and appropriate services. The decision of SJC in this respect shall be binding on Subcontractor.

5.2. SJC's Quality Assurance Program.

SJC shall establish and implement a Quality Assurance Program.

5.3. SJC's Quality Improvement Program.

SJC shall establish and implement a Quality Improvement Program, conduct Quality Improvement reviews of Subcontractor as determined necessary by SJC, and provide technical assistance to Subcontractor as needed. SJC will provide Quarterly Assessments as described in Section 3.4(2).

5.4. Compliance with Law.

SJC shall at all times during the term of this Agreement comply with all applicable federal, state, and local laws, rules, regulations and ordinances including, but not limited to, the federal Social Security Act, the Pro-Children Act of 1994, and Chapters 39 and 409, Florida Statutes, as they may be altered, amended, modified, repealed, restated and/or supplemented, and any succeeding legislation, and the rules and regulations promulgated thereunder and in the Code, all as the same shall be in effect from time to time.

5.5. On-Call Staff.

SJC shall advise Subcontractor of appropriate SJC on-call staff telephone numbers to enable Subcontractor to meet its obligation to notify SJC when a Consumer's health or safety is impacted.

ARTICLE VI
PAYMENTS

6.1. Base Amount.

(1) The County agrees to provide funding to SAYS in an amount not to exceed thirty five thousand dollars ($35,000) in accordance with the Schedule of Funds listed below:

SCHEDULE OF ANNUAL FUNDS		
SERVICE PERIOD	**FUNDED POSITION & SERVICES**	**PAYMENT not to exceed**
January 1 -June 30, 2019	Mobile Crisis Team	$35,000
Total Annual Amount		$35,000

SAYS acknowledges that it is not enititled to the above referenced amount of compensation. Rather, compensation is abased on the agency adhering to the scope of services detailed in this agreement. Compensations is dependent upon satisfactory completion of the program requirements as provided in this agreement. Payment will be authorized only for services provided during the term of the agreement and prior to the payment request date. Costs in excess of the funding provided must be paid by Subcontractor from a funding source of this Agreement.

(2) Subcontractor shall provide a list of designated FTE positions to the SJC Finance and Contract Manager within thirty (30) days of the effective date of this Agreement and thereafter shall notify the same within five (5) days whenever an FTE position is vacated or filled. Subcontractor shall only be compensated for Funded Positions that are on Subcontractor's payroll.

SERVICE PERIOD		**Minimum Number of FTE Positions**	
01/01/2019 -06/30/2019		.52	
FTE Position Title	**Number of FTE**	**Standard Annual Rate**	**SJC Funding Code**
MCRT-Therapist Evening	.52	$35,000	PRE06

(3) SJC will provide 60 days' notice of any changes in the vacancy procedure in subsection two (2), if practicable.

6.2. Method of Payment.

Subject to Sections 6.5 and 6.8 of this Agreement, payments provided for in this ARTICLE VI shall be made in the following manner:

(1) Payments authorized in Section 6.1 shall be made in accordance with the approved budget and required reports. Payment requests are due monthly and must be received by the 15th of the following month. Must be based on actual budgeted expenditures during the reporting period. Payment will be made upon receipt and approval by the County of a completed, signed payment request. Payment requests received past the 15th of the month following actual budgeted expenditures may not be honored by the County.

(2) Subcontractor may be subjected to an Incentive Holdback program for achieving criteria determined by SJC. The method, criteria, and amount of any such program shall be developed by SJC at its sole discretion. Upon development of such program, SJC shall notify Subcontractor within a timely manner and provide an amendment in accordance with Section 9.17 of the Agreement.

6.3. Request for Payment.

(1) Within fifteen (15) Business Days following the month in which Subcontractor has rendered Subcontractor Services, Subcontractor shall submit an invoice on letterhead, dated and signed by a Representative of Subcontractor. To the extent such invoice contains a request for reimbursement pursuant to the conditions, provisions and terms contained in Section 6.2, Subcontractor shall provide supporting documentation for its payment request.

(2) SJC shall have five (5) Business Days following receipt of an invoice to review and approve the invoice. Subject to SJC's approval SJC shall make the required payments by electronic transfer or by check to Subcontractor as provided in Section 6.3.

(3) If SJC disagrees with the contents of an invoice, it may return the invoice to Subcontractor within the five (5) day review period described in Section 6.4(2), together with an explanation of the errors contained in the invoice. Thereafter, Subcontractor shall submit a corrected invoice, which invoice shall be subject to the review and payment procedures described in Section 6.4(2).

(4) SJC will not accept and shall not pay any reimbursement requests submitted to SJC after sixty (60) days of the service being provided.

6.4. Contingent Payments.

SJC's payments to Subcontractor pursuant to the conditions, provisions and terms contained in this ARTICLE VI are contingent upon receipt of funds from the Department. SJC makes no commitment to appropriate funds for payment to Subcontractor under this Agreement from any other source. Subcontractor acknowledges, agrees and understands that a delay in the receipt of funds from the Department could result in a partial payment or non-payment to Subcontractor until SJC receives funds from the Department. Subcontractor is required to have access to funds for at least sixty (60) days of operating expenses during the Term to cover this contingency. In the event insufficient funds are available to SJC to implement this Agreement, SJC may, in its absolute and sole discretion, terminate this Agreement accordingly.

6.6. Expenditure and Revenue Reports.

(l) Subcontractor shall submit expenditure and revenue reports (of actual expenditures by line item) for Subcontractor Services, for each month following the month of service, within fifteen (15) days after the end of each month. These reports may be generated from Subcontractor's accounting system in a format approved by SJC. Failure to properly document expenditure of funds provided by SJC for purposes specified in this agreement will be grounds for repayment of those funds to SJC immediately

upon demand by SJC.

(2) Subcontractor shall submit a final expenditure and revenue report (of actual expenditures by line item) for Subcontractor Services, within forty-five (45) days after the expiration or termination of this Agreement for any reason. If Subcontractor fails to submit this final report, Subcontractor shall not be entitled to any further payments under this Agreement, whether or not Subcontractor has submitted invoices.

(3) Subcontractor agrees to comply with the provisions of Section 112.061 Florida Statutes, for the documentation of all travel expenditures. Mileage reimbursement for Subcontractor's Representatives will be the absolute and sole responsibility of Subcontractor.

6.7. Return of Funds.

Any payment made to the provider that are not expended or were determined to have been expended for unallowable costs shall be considered an overpayment to the provider and refunded to SJC. In the event that Subcontractor or its independent auditor discovers that an overpayment has been made by SJC, Subcontractor shall repay said overpayment to SJC within forty (40) days after such discovery without prior notification or request from SJC. In the event that SJC first discovers an overpayment has been made to Subcontractor, SJC will notify Subcontractor in writing of such a finding, demanding repayment within forty (40) days after the date of the writing. Should repayment not be made within such applicable forty (40) day time periods, SJC will charge Subcontractor interest on the outstanding balance after such applicable time period has expired until paid in full, at a rate equal to the lesser of (a) one percent (l%) per month, compounded monthly or (b) the maximum rate of interest permitted by law.

6.8. Costs Due to Failure to Perform.

Notwithstanding anything to the contrary herein Subcontractor acknowledges and agrees that the amount of any and all out-of-pocket costs actually incurred by SJC in connection with Subcontractor's failure to perform any of the Services, responsibilities, covenants or other obligations described in this Agreement shall be deducted by SJC from the monthly payment(s) to be paid to the Subcontractor. In such event, SJC shall provide the Subcontractor with a written explanation and itemization of the out-of-pocket costs actually incurred. In the event the out-of-pocket costs actually incurred by SJC as described in this Section 6.8 exceed the amount of an approved invoice submitted by the Subcontractor for a particular month, Subcontractor agrees that it shall pay the balance of such out-of-pocket costs to SJC within five (5) Business Days of written notice from SJC of the balance. Such out-of-pocket costs shall include, but not be limited to administrative costs, transportation, salaries, foster care, and other services.

6.9. Use of Funds for Lobbying Prohibited.

Subcontractor agrees to comply with the provisions of Section 11.062 and Section 216.347, Florida Statutes, which prohibit the expenditure of funds received under this Agreement for the purposes of lobbying the Florida Legislature, judicial branch, or any state agency. Subcontractor further agrees to comply with federal requirements with respect to lobbying by signing and delivering Attachment II attached to this Agreement.

6.10. Use of Funds for Religion Prohibited.

Subcontractor agrees to comply with the provisions of34 C.P.R. 76.532, which prohibits the expenditure of funds received under this Agreement for the purposes of religious worship, instruction or proselytizing, including equipment or supplies used for religious worship, instruction or proselytizing.

6.11. Disallowed Costs.

In the event that the Department or the SJC independent auditor determines that any cost or expense paid to Subcontractor by SJC under this Agreement is disallowed, Subcontractor shall immediately reimburse SJC for the disallowed cost or expense to the extent that SJC is required to reimburse the Department for the disallowed cost or expense.

ARTICLE VII

TERM OF AGREEMENT/TERMINATION

7.1. Term.

This Agreement shall commence on January 1, 2019 and expire on June 30, 2019 unless earlier terminated pursuant to the conditions, provisions and terms of this ARTICLE VII (the "Term"). This Agreement may be renewed, at SJC's option, for one 1-year term. This Agreement shall not automatically renew, and Subcontractor has no entitlement to renewal of this Agreement. If renewal is agreed upon, SJC shall provide Subcontractor with thirty (30) days written notice of intent to renew this Agreement. All provisions in this Agreement shall apply in full to the renewal, unless otherwise indicated by SJC.

7.2. Termination Without Cause.

Either party may terminate this Agreement upon at least sixty (60) days prior written notice to the other party.

7.3. Termination for Insufficient Funds.

This Agreement shall terminate in the event funds to pay Subcontractor under this Agreement are or become unavailable as provided in Section 6.5. In such event, SJC shall provide Subcontractor with prompt written notice of termination pursuant to this Section 7.3.

7.4. Termination by SJC Upon an Event of Default.

SJC may terminate this Subcontract for cause upon the occurrence of any of the following events (each an "Event of Default"):

(1) Subcontractor's licensure or accreditation as required by Section 2.2 is either suspended or revoked;

(2) Subcontractor's general liability insurance, professional liability insurance or sexual abuse and molestation insurance required in Attachment VI is reduced, cancelled or otherwise terminated;

(3) Subcontractor fails to achieve the Performance Measures before implementation of a Corrective Action Plan approved by SJC;

(4) If SJC has accepted a Corrective Action Plan, (i) Subcontractor fails to achieve the Performance Measures during the 90 day period allotted for compliance pursuant to a Corrective Action Plan, measured as of the completion of such ninety (90) day period, (ii) Subcontractor fails to achieve the Performance Measures any time after such ninety (90) day period or (iii) Subcontractor fails to operate in compliance with the Corrective Action Plan;

(5) Subcontractor fails to timely submit any Corrective Action Plan pursuant to the conditions, provisions and terms of Section 3.4(2)(b), Section 3.4(2)(c) or Section 3.4(2)(d);

(6) Subcontractor (or any of its officers, directors, or employees) is placed on the convicted vendor list kept by the Florida Department of Management Services pursuant to Section 287.133, Florida Statutes; and

(7) Subcontractor fails to comply with any other material condition, provision or term of this Agreement that remains uncured more than ten (10) Business Days after SJC provides written notice to Subcontractor identifying such failure.

7.5. Effect of Termination.

(1) If (a) this Agreement expires pursuant to the conditions, provisions and terms contained in Section 7.I, (b) either party terminates this Agreement pursuant to the conditions, provisions and terms contained in Section 7.2, or (c) SJC terminates this Agreement pursuant to the conditions, provisions and terms contained in Section 7.3 or upon an Event of Default, Subcontractor shall continue to provide the Subcontractor Services under the conditions, provisions and terms of this Agreement during the Transition Period to any Eligible Consumer who was being served by Subcontractor on the effective date of the termination notice or Event of Default, until SJC makes provision for the assumption of such Services by another organization or program. Subcontractor shall prepare a written Transition Plan to ensure a smooth transition of the Subcontractor Services during the Transition Period, and this Agreement shall terminate as of the Termination Date. SJC in its absolute and sole discretion has the right to accept, modify or reject any Transition Plan.

(2) If either party terminates this Agreement pursuant to the conditions, provisions and terms contained in Section 7.2, or if SJC terminates this Agreement pursuant to the conditions, provisions and terms contained in Section 7.3, Section 7.4(2) or Section 7.4(7), Subcontractor shall not be restricted from contracting with SJC in the future if it has fully cooperated in implementing a Transition Plan and ensured child safety and Service continuity during the Transition Period. If SJC terminates this Agreement pursuant to the conditions, provisions and terms contained in Section 7.4(1), Section 7.4(3) or Section 7.4(6), Subcontractor shall be ineligible to contract with SJC for a period of at least twelve (12) months from the date of termination.

7.6. Transition Plan.

(1) Prior to or upon (a) expiration of this Agreement pursuant to the conditions, provisions and terms contained in Section 7.1, (b) termination by either party pursuant to the

conditions, provisions and terms contained in Section 7.2 or (c) termination by SJC pursuant to the conditions, provisions and terms contained in Section 7.3 or upon an Event of Default, Subcontractor shall submit to SJC a transition plan to ensure a proper transition of the Subcontractor Services to another service provider (a "Transition Plan").

(2) Each Transition Plan shall include the following terms, conditions and provisions:

(a) All terms, conditions and provisions of this Agreement shall remain in effect through the entire Transition Period; provided, however, that the payments required by ARTICLE VI shall not be available if the Agreement has been terminated pursuant to the conditions, provisions and terms contained in Section 7.3.

(b) Any change in tasks, responsibility or activity relating to the provision of Subcontractor Services or related functions shall occur only as provided in Section 9.17 of this agreement.

(c) Within (A) fifteen (15) days following the Event of Default, (B) fifteen (15) days following notice of termination pursuant to the conditions, provisions and terms contained in Section 7.2, or (C) ten (10) days following notice of termination pursuant to the conditions, provisions and terms contained in Section 7.3, Subcontractor will:

(i) submit for approval provisions and timelines for the preparation and transfer of existing personnel, and for informing and educating Consumers, staff, stakeholders, and others where appropriate;

(ii) submit for approval provisions and timelines for the orderly transfer of records relating to the Subcontractor Services;

(iii) furnish additional financial reports including, but not limited to expenditure detail from the Effective Date through the end of the Transition Period;

(iv) prepare a list of all subcontracts entered into by Subcontractor in connection with this Agreement, together with year to date expenditure reports for each;

(v) furnish a detailed personnel report, which includes all Funded Positions, vacant positions and projected vacancies; and

(vi) furnish an updated report listing all non-expendable property purchased with funds provided under this Agreement.

7.7. Transfer of Equipment.

(2) In the event that Subcontractor has used any funds or compensation obtained from SJC under this Agreement to make any non-expendable property purchase as indicated on the non-expendable property inventory submitted pursuant to Section 7.6(2)(c)(vi), then following the Termination Date, Subcontractor shall promptly transfer all and any such property to SJC at no cost to SJC. In addition, in connection with the performance of its obligations under this Agreement, Subcontractor will return computer equipment and furniture from SJC that belongs to the Department. Department property shall be returned to SJC at no cost to SJC. In the event that any property in the

possession of Subcontractor is lost, stolen or damaged outside of normal wear and tear, Subcontractor shall be responsible for the replacement cost of such property.

(2) Subcontractor, at any time and from time to time after the Termination Date, upon the request of SJC, shall acknowledge, execute, deliver and do, and cause to be acknowledged, delivered, done and executed, all such further acts, assignments, conveyances, deeds, documents, instruments, powers of attorney, transfers and other assurances as may be required to assign, convey, sell and transfer to and vest in SJC good and marketable title to and possession of all of the property described in the non-expendable property submitted pursuant to Section 7.6(2)(c)(vi), free and clear of all encumbrances.

ARTICLE VIII INDEMNIFICATION

Subcontractor shall indemnify the Department, SJC and each of their respective Representatives (collectively, the "State Indemnified Persons") and hold each of them harmless from all claims, losses, and costs, including reasonable attorney's fees and litigation costs, arising in connection with this Agreement. This provision relating to Indemnification, is separate and apart from, and is in no way limited by, any insurance provided by the Subcontractor, pursuant to this Agreement, or otherwise.

ARTICLE IX

GENERAL PROVISIONS

9.1. Recitals.

The parties acknowledge that the statements contained in the Recitals above are true and correct, and the Recitals are incorporated herein by reference and made a part hereof.

9.2 Notices.

All demands, documents, notices, payments, reports, requests, returns or other communications delivered pursuant to the conditions, provisions and terms contained in this Agreement and other applicable law shall be in writing and shall be deemed to be sufficient if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested, postage prepaid, (iii) sent by facsimile or other electronic transmission device, or (iv) sent by a nationally- recognized, overnight courier, to the parties at the following addresses (or at such other address for a party as shall be specified by a written notice satisfying the conditions, provisions and terms contained in this Section 9.2):

SJC Representative
Name: Shawna Novak
Title: HHS Director
Address: 200 San Sebastian View, Suite 2300
Saint Augustine, Fl 32084

Subcontractor Representative
Name: Schuyler Siefker
Title: Executive Director
Address: 201 Simone Way
Saint Augustine, FL 32086

All such demands, documents, notices, payments, reports, requests, returns or other communications shall be deemed to have been delivered and received (i) in the case of personal delivery, on the date of such delivery, (ii) in the case of delivery by certified or registered mail, on the

third (3rd) Business Day following such mailing, (iii) in the case of delivery by facsimile or other electronic transmission device, on the date of such delivery if delivered on a Business Day, or if not delivered on a Business Day, then on the next Business Day after the day delivered and (iv) in the case of delivery by a nationally-recognized, overnight courier guaranteeing next Business Day delivery, on the Business Day following dispatch.

9.3 Benefits of Agreement; Assignment.

All of the conditions, provisions and terms contained in this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective estates, executors, heirs, permitted assignees, personal representatives and successors, as applicable, and the Subcontractor's obligations and responsibilities contained in this Agreement shall inure to the benefit of the Department. Except as otherwise expressly contained in this Agreement, this Agreement shall not confer any remedies or rights upon any person other than the persons referred to in the immediately preceding sentence. This Agreement shall not be assignable by any party without the prior written consent of the other parties, except that SJC may assign this Agreement and/or its authority, duties, liabilities, obligations, powers, privileges and rights contained in this Agreement to any State agency, the Department or any successor Lead Agency, or any other person or entity succeeding to all or any substantial portion of SJC's responsibilities under the Department Contract.

9.4 Remedies.

(1) Subject to the last sentence contained in this Section 9.4, each party shall have and retain all remedies and rights existing in its favor under this Agreement, at law or in equity, including rights to bring actions for injunctive relief, specific performance and other equitable relief (including the remedy of rescission) to enforce or prevent a breach of or default under, or threatened breach of or default under, any condition, provision or term contained in this Agreement. To the extent permitted by any applicable law, all such remedies and rights (i) shall be cumulative, (ii) shall be in addition to any other remedies and rights provided by applicable law and (iii) may be exercised concurrently or separately. Nothing contained in this Section 9.4(1) shall be construed to limit in any way the benefits and rights of, or the remedies available to, any party (A) under or in respect of any other contract to which such party may be a party, or (B) in the event of any knowing or willful breach of or default under this Agreement by any other party, or for fraud by any other party.

(2) The failure of any party to seek redress for a breach of or default under, or to insist upon the strict performance of, any condition, provision or term contained in this Agreement shall not prevent a subsequent act, which originally would have constituted a breach of or default under a condition, provision or term contained in this Agreement, from having the effect of an original breach of or default under such condition, provision or term contained in this Agreement.

9.5 Waiver.

No waiver of any condition, provision or term contained in this Agreement shall be effective unless it is contained in a written document executed by each party; provided, however, that any party may waive any duty, liability or obligation owed to it by the other parties. No waiver by any party of any breach of or default under any representation, warranty, agreement or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent breach of or default under any representation, warranty, agreement or covenant hereunder, or affect in any way any rights arising out of, based upon, connected with, incidental to or related to any such prior

or subsequent occurrence.

9.6 Litigation Expenses.

In connection with any litigation concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs in preparation for and through all trial, arbitration, and appellate levels of litigation. The provisions of this Section 9.6 shall survive the termination of this Agreement

9.7 Transaction Expenses.

Each of SJC and Subcontractor shall bear its own costs, expenses and fees (including legal costs, expenses and fees) incurred in connection with the negotiation of this Agreement and the consummation of the transactions contemplated by this Agreement. Except as otherwise expressly contained in this Agreement, each party shall each bear its own costs, expenses and fees (including legal costs, expenses and fees) incurred in connection with the performance of its respective duties, liabilities and obligations contained in this Agreement, and its compliance with the conditions, provisions and terms contained in this Agreement.

9.8 Governing Law and Venue.

This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

9.9 Independence of Agreements, Covenants, Representations and Warranties.

All representations and warranties contained in this Agreement shall be given independent effect so that if a particular representation or warranty is breached or proves to be inaccurate or untrue, the fact that another representation or warranty concerning the same or similar subject matter is not breached or is accurate and true shall not affect the breach of or the inaccuracy or untruth of such initial representation or warranty. In addition, all agreements and covenants contained in this Agreement shall be given independent effect so that if a certain action or condition constitutes a breach of or default under a certain agreement or covenant, the fact that such action or condition is permitted by another agreement or covenant shall not affect the occurrence of such breach or default, unless expressly permitted under an exception to such initial agreement or covenant.

9.10 Mutual Contribution.

The parties and their respective counsel have contributed mutually to the drafting of this Agreement, and the language used in this Agreement has been chosen by the parties to express their mutual intent. Consequently, no condition, provision or term contained in this Agreement shall be construed against any party on the ground that such party drafted the condition, provision or term or caused the condition, provision or term to be drafted.

9.11 Severability.

If any part of this Agreement, or any application thereof, is declared void, unconstitutional, or invalid for any reason, then such part, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in effect.

9.12 Counterparts and Electronic Delivery.

This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original signature page to this Agreement. All such counterparts shall be considered one and the same contract and shall become effective when one (1) or more counterparts have been executed by each party and delivered to the other party, it being understood that all parties need not execute the same counterpart. Any counterpart or other signature hereupon delivered by facsimile, e-mail or other electronic device shall be deemed for all purposes as constituting good and valid execution and delivery of this Agreement by such party.

9.13. Amendment.

Except as otherwise expressly contained in this Agreement, this Agreement may not be altered, amended, modified, repealed, restated or supplemented except pursuant to written document signed by each party.

9.14. Entire Agreement.

This Agreement and the other agreements and documents referenced herein and attached to this Agreement (including the Attachments and Exhibits attached hereto) and any other document contemporaneously entered into with this Agreement contain all of the contracts among the parties with respect to the transactions contemplated hereby and thereby and supersede all prior contracts among the parties with respect to such transactions.

IN WITNESS WHEREOF, The St. Augustine Youth Services and St. Johns County Board of County Commissioners., a political subdivision in the state of Florida, have duly executed this Agreement effective as of the date first above written.

SJC:

St. Johns County Board of County Commissioners

By:_____
Michael Wanchick
County Administrator

Date: _____

SUBCONTRACTOR:

St. Augustine Youth Services

By: _____
Schuyler Siefker
Executive Director

Date:_____

ATTACHMENT I

Subcontractor Services

A. Services to be Provided:

1. General Description. Subcontractor shall provide intervention and safety assessments to children experiencing a mental health or behavioral crisis event on a 24 hour basis.

   Service responsibility also includes but is not limited to the following requirements:

2. Service Design.

   a. Onsite Immediate Behavioral Health Needs Assessment by a licensed mental health counselor, including initiating a Baker Act if indicated.

   b. Communication regarding outcome of Needs Assessment and recommendations and family counseling.

   c. Access to individual and family counseling.

   d. Access to targeted case management services coordinating both medical and behavioral health needs.

   e. Nurse consultation for medical issues.

   f. Connect families with community providers.

   g. Subcontractor shall be sensitive to cultural and racial differences and the special needs of minority, ethnic and racial groups. Services shall be provided in a manner that respects these differences and attends to these needs. Subcontractor shall be responsible for any costs associated with providing Services in compliance with this provision

   h. Children shall receive Services in the least restrictive, most normalized environment that is appropriate to their strengths and needs.

   i. SAYS must use an evidence based practice models and programs while servicing clients through the Mobile Crisis Response Team program.

3. Scope of Services.

   a. The Mobile Crisis Response Team (MCRT) is a family support program that provides primary intervention and safety assessments to children experiencing a mental health or behavioral health crisis event. The MCRT must be able to respond within 60 minutes.

   b. MCRT will provide interventions at community settings. If a Baker Act recommendation is not made, MCRT coordinates with the youth's family, area mental health providers, law enforcement and school personnel to help develop safety plans and link families to needed community services through an evidence-based Wraparound Model approach.

c. Subcontractor shall ensure all children and families requiring additional supportive Services receive them on a timely basis.

d. MCRT will have 24 hours a day, seven day a week coverage.

e. Subcontractors shall establish an individualized, strengths-based crisis plan with the individual and family.

f. MCRT worker shall be a St. Johns County resident and/or make concerted efforts to know St. Johns County resources to establish strong support systems that can help sustain families in the community.

4. Major Program Goals.

a. Youth experiencing mental health crisis are stabilized and their safety and support needs are determined.

b. Youth and their families are linked to appropriate community healthcare resources.

c. Needed comprehensive Services will be accessible to and accessed by children, families, and caregivers, and delivered according to the individualized crisis plan developed in partnership with the child, family and caregiver.

B. Manner of Service Provision- Service Tasks:

1. Administrative Tasks All applicable Services:

a. Subcontractor shall be responsible for tracking data related to Performance Measures and requirements as indicated in Attachment I, C. Performance Measures.

C. Performance Measures

1. Standard Measures*:

a. 100% of youth and families receive access to appropriate community healthcare services within 60 minutes of MCRT referral.

b. 95% of diverted, assessed youth and families are provided referrals to appropriate outpatient and behavioral health services.

c. Between 15 -20 youth and families will receive assistance to receive access to mental health, medical and substance abuse services through a case manager, monthly.

d. 80% of assessed youth remain in community and do not require intensive placement.

e. 80% of assessed youth are diverted from Baker Acts.

f. 89% referred youth receive face-to-face safety assessment from MCRT.

*These performance measures may change from time to time; SJC shall provide Subcontractor timely notice of such changes.

2. Additional Performance Requirements:

a. 100% of reportable incidents will be submitted as per the Department and SJC policy and procedures.

b. 100% of all reports will be submitted on time.

c. Subcontractor shall comply with any Corrective Action Plan instructions issued by SJC as a result of this Agreement.

D. Staffing Requirements:

1. Subcontractor shall have an appropriate number of staff to ensure the safety and well-being of the children in its charge and at a minimum (full-time equivalent) positions in accordance with the FTE allocation chart in Section 6.1(2) of the Agreement.

2. All staff paid under this contract shall meet the minimum qualifications and certification requirements established by the State of Florida for such positions.

3. Subcontractor representative designated in section 9.4 of this Agreement shall be responsible for all communication under this Agreement. If designated representative is unable to perform the duties of the Agreement, Subcontractor shall designate a new representative and immediately notify Contract Manager of the change.

4. Subcontractor shall ensure the designated Funded Positions provide Subcontractor Services in accordance with what is outlined in this Attachment I and the corresponding job description provided in Attachment VII of this Agreement.

5. The Subcontractor shall conduct a reference check on any current or former Department or any Lead Agency or Subcontractor employee who applies and is being considered for employment prior to the appointment of the individual. The reference check will be documented in writing and maintained in the employee's personnel file. The Department will not give a neutral reference, and the Lead Agency or Subcontractor will not accept a neutral reference, for any current or former employee of the Department seeking employment with Subcontractor.

6. SAYS shall attend the Behavioral Health Consortium meetings, Integrated Services Team (IST) Meetings, FIP all staff meetings and joint meetings with DCF and FIP.

E. Service Location and Equipment:

1. Subcontract shall have a physical location within the SJC service area from which services under this Agreement shall be provided. The subcontractor must notify SJC forty-five (45) days in advance of move and provide address.

2. Subcontractor must ensure services are available and provided 24 hours a day, 7 days a week, 365 days a year. Intake procedures and schedules must be flexible to accommodate service needs.

ATTACHMENT II

Certification Regarding Lobbying

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

I. 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 an 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 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 Section 1352, Title 31, U.S. Code. 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.

_____ _____

Signature Date

_____

Name of Authorized Individual

_____

Name of Organization

_____

Address of Organization

ATTACHMENT III

Certification and Affidavit Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--
Contracts/Subcontracts

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369).

INSTRUCTIONS

I. Each provider must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign this certification. SJC cannot contract with these types of providers if they are debarred or suspended by the federal government.

2. This certification is a material representation of fact upon which reliance is placed when this Agreement is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.

3. Subcontractor shall provide immediate written notice to the Contract Manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous due to changed circumstances.

4. **The terms "debarred", "suspended", "ineligible, "person", ' principal", and "voluntarily** excluded", as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Contract Manager for assistance in obtaining a copy of those regulations.

5. Subcontractor agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Agreement unless authorized by the Federal Government.

6. Subcontractor further agrees by submitting this certification that it will require each subcontractor of this Agreement to submit a signed copy of this certification.

7. SJC may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.

8. This signed certification must be kept in the Contract Manager's file. Subcontractor's certifications must be kept at the contractor's business location.

CERTIFICATION

(1) Subcontractor certifies, by signing this certification, the following:

a) Subcontractor is not barred, suspended, or otherwise prohibited from doing business with any government entity, or has been barred, suspended, or otherwise prohibited from doing business with any government entity within the last 5 years;

b) Subcontractor is not under investigation or indictment for criminal conduct, or has been convicted of any crime which would adversely reflect on their ability to provide services to vulnerable populations, including, but not limited to, abused or neglected children, or which adversely reflects their ability to properly handle public funds;

c) Subcontractor is not currently involved, or has been involved within the last 5 years, with any litigation, regardless of whether as a plaintiff or defendant, which might pose a conflict of interest to the department, the state or its subdivisions, or a federal entity providing funds to the department;

d) Subcontractor has not had a contract terminated by the department for a failure to satisfactorily perform or for cause; or

e) Subcontractor has not failed to implement a corrective action plan approved by the department or any other governmental entity, after having received due notice.

(2) Where the prospective Subcontractor is unable to certify to any of the statements in this certification, such prospective Subcontractor shall attach an explanation to this certification.

_____
Signature

_____
Date

ATTACHMENT IV

REPORTS

Report Description	**Due Date (following month of service)**	**Submit to SJC staff listed below:**
Personnel Report with certification status	Within 15 days of contract execution and when personnel changes occur	Finance and Contract Manager
Compliance Report for Deaf and Hard of Hearing	5th day of the month	Finance and Contract Manager
Comprehensive Emergency Management Plan	At contract execution and when updates as needed	Finance and Contract Manager
Payment Request Invoice	15th day of the following month	Finance and Contract Manager
Expenditure and Revenue Reports- Attach documentation for expenditures in support of this report	Due monthly and must be received by the 15th of the following month	Finance and Contract Manager
Performance Outcome Report	Due quarterly on the 15th day following the end of each quarter (Quarter 2 is due April 15, 2019, Quarter 3 is due July 15,2019)	Finance and Contract Manager
Annual Individual Audit Report	No later than November for prior fiscal year	Finance and Contract Manager

ATTACHMENT V

Monitoring, Audits and Record Retention

The administration of resources awarded by the SJC to the provider may be subject to audits as described in this attachment.

PART l

MONITORING BY SJC

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statues, as revised, SJC and the Department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by SJC and Department staff, limited scope audits as defined by OMB Circular A-133, as revised or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by SJC and the Department. In the event SJC or the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by SJC and the Department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by SJC and the Department's inspector general, the state's Chief Financial Officer or the Auditor General.

SJC will limit administrative monitoring to once every three (3) years if the child welfare subcontractor is accredited by the Joint Commission, the Commission on Accreditation of Rehabilitation Facilities, or the Council on Accreditation of Children and FSC. Notwithstanding the survey or inspection of an accrediting organization specified in this paragraph, SJC may continue to monitor the subcontractor as necessary with respect to:

(I) Ensuring that services for which SJC is paying are being provided.

(2) Investigating complaints or suspected problems and monitoring the Subcontractor's compliance with any resulting negotiated terms and conditions, including provisions relating to consent decrees that are unique to a specific service and are not statements of general applicability.

(3) Ensuring compliance with federal and state laws, federal regulations, or state rules if such monitoring does not duplicate the accrediting organization's review pursuant to accreditation standards.

Medicaid certification and precertification reviews are exempt from this subsection to ensure Medicaid compliance.

SJC may also accept results of monitoring from state agencies or other Community- Based Care Lead Agencies when the standards monitored by these entities distinctly and specifically meet or exceed those of SJC . SJC shall prepare and submit new or revised subcontract monitoring procedures specifying any such changes to the Department Contract Manager for approval prior to implementation.

PART 2

AUDITS

A. FEDERAL REQUIREMENTS

This part is applicable if the recipient is a state or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event the recipient expends $500,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than $500,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

The schedule of expenditures should disclose the expenditures by contract number for each contract with SJC and the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due, SJC and the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

Single Audit Information for Recipients of Recovery Act Funds:

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of2009 (Pub. L. 111-5) (Recovery Act)

as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A- I02 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A- 102 is available at http://www.whitehouse.gov/omb/circulars/a102/al02.html.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at http://www.whitehouse.gov/omb/circulars/a133/al33.html. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

B. STATE REQUIREMENTS

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

In the event the recipient expends $500,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; 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. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than $500,000 in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State

financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART 3 REPORT

SUBMISSION

Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within thirty (30) days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

A. Contract Manager for this contract (2 copies)

B. Department of Children & Families (1 electronic copy and management letter, if issued)

Office of the Inspector General
Single Audit Unit Building 5,
Room 237
1317 Winewood Boulevard
Tallahassee, FL 32399-0700 Email

address: single_audit@dcf.state.fl.us

C. Reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part 1 of this Attachment shall be submitted, when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

http://harvester.census.gov/fac/collect/ddeindex.html

and other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised.

D. Copies of reporting packages required by Part 2 of this Attachment V shall be submitted by or on behalf of the recipient directly to the following address:

Auditor General
Local Government Audits/342 Claude Pepper
Building, Room 401 111 West Madison
Street Tallahassee, Florida 32399-1450

Email address: flaudgen_localgovt@aud.state.fl.us

Subcontractors, when submitting audit report packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the Department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

PART 4

RECORD RETENTION

The recipient shall retain sufficient records or proof of transfer of record to SJC, demonstrating its compliance with the terms of this Agreement until the child reaches age thirty (30) from the date the audit report is issued and shall allow the Department or its designee, SJC Chief Financial Officer, or the Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department or its designee, SJC Chief Financial Officer, or the Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Department.

ATTACHMENT VI

Insurance

The CONTRACTOR 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 CONTRACTOR shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the CONTRACTOR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

The CONTRACTOR 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 CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of $300,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by a CONTRACTOR.

Additional Insured Endorsement:

1. SJC and the Department must be listed as additional insured on the general, professional and sexual abuse liability policies and provide proof of same.
2. SJC BOCC and the Florida Department of Children and Families need to be listed on two (2) separate certificates as two (2) separate certificate holders with the proper addresses for each provide a Certificate of Insurance and an Additional Insured Endorsement describing those specific insurance coverage selections.
3. The proper name and address to be listed for SJC as Certificate Holder is:
   St. Johns County, a political subdivision of the State of Florida
   500 San Sebastian View
   St. Augustine, FL 32084
4. The proper name and address to be listed for the DCF as Certificate Holder is:
   Florida Department of Children and Families
   5920 Arlington Expressway

Jacksonville, FL 32211

5. All endorsements must be listed under the description section of the Certificate of Insurance.
6. The Additional Insured Endorsement must have the proper wording.
7. The Additional Insured Endorsement shall state that this insurance shall be primary without right of contribution from any other insurance available to the "additional insured".
8. A copy of the Additional Insured Endorsement is to be attached to the Certificate of Insurance.

ATTACHMENT VII

ST. AUGUSTINE YOUTH SERVICES
JOB DESCRIPTION

POSITION: Mobile Crisis Response Team (MCRT) Clinician - After hours Status: Exempt

QUALIFICATIONS/COMPETENCIES:

1. A Florida License in the field of mental health counseling or social work and two years' clinical experience.
2. A valid Florida Driver's License
3. The ability to deal effectively with crisis situations.
4. The ability work cooperatively as a member of a team for the benefit of the children and the agency.
5. The ability to perform the following clinical functions including risk assessments, psychosocial evaluations case management and individual, group and family therapies.
6. The ability to present cases clearly and to communicate effectively on clinical issues with treatment team members and other professionals in the community.

RESPONSIBILITIES:

The Mobile Crisis Response Team's (MCRT) Clinician is responsible:

1. To the MCRT Supervisor.
2. For performing forty (40) hours of work weekly, including two weekend days per month. Evening hours are required at least once per month.
3. For providing individual, group and family therapy as outlined in the program description which shall follow the treatment plan of each child.
4. For providing the five functions of case management: planning, assessment, linking and advocacy, monitoring and discharge planning.
5. For following all policies and procedures of the organization.
6. For initiating a treatment plan and communicating that plan with next care provider or other identified party assisting family with recovery.
7. Complete progress reports and other required reports as needed by organization.
8. For attending all Multidisciplinary Team (MDT) meetings as requested by the Department of Children and Families.
9. For conducting risk assessments and coordinating and communicating with identified parties outcome and recommendations.
10. For performing other duties as required.
11. For maintaining knowledge of involuntary psychiatric evaluation procedures.
12. For scheduling and coordinating individual, group and family therapy.
13. For maintaining a list of community providers for referral services.
14. For reading and understanding the rules and regulations of 65E-10 and 65E-9.
15. For being a team leader and fostering communication between members to assure quality treatment for the children.
16. For following up and reporting all progress to relevant parties.
17. For reviewing recommendations and care plans with youth and parent and assuring the understanding of their part.
18. For following up after initial assessment for 72 hours.
19. For following all clinical directives given by the MCRT Supervisor, Chief Operations

Director and Executive Director.

20. For being on call when scheduled.
21. For responding to call within 60 minutes.
22. For providing on site services to families.
23. For obtaining release of information for relevant parties involved in recovery, education or care.

ATTACHMENT VIII

CLIENT COMPLAINT PROCEDURE

Health and Human Services (HHS) encourages children, families, community stakeholders and all clients to resolve complaints by utilizing the HHS complaint process; however should the complaint process not resolve a concern, families and community stakeholders will be referred to the grievance and appeal process to ensure continuous oversight and improvement in the quality of services. HHS ensures all concerns, complaints, and grievances received either verbally or in writing are responded to promptly and appropriately.

Standard protocol is to respond in the same manner in which the concern was received, e.g. verbal complaints responded to verbally, electronic mail response to concerns received via electronic mail, etc. The HHS system allows for complaints to be brought to the attention of any person within the organization. At the grievance level, The SJC Quality Assurance and Contract Management Department, is responsible for ensuring all grievances received at SJC administration are logged, addressed, and tracked to resolution/completion.

PROCEDURE:

1. A "complaint" is defined as a verbal or written report of dissatisfaction with the program, service delivered or personnel.

2. A "grievance" is defined as a verbal or written report of dissatisfaction with the inquiry/complaint system or decisions made by FIP staff as a result of an inquiry/complaint.

General

1. All clients will be advised by their assigned Dependency Case Manager (DCM) or Case Specialist at the time of the initial contact on the process for filing a complaint or accessing the grievance and appeal resolution process.

2. All persons submitting complaints and grievances will be treated with respect and dignity.

3. All complaints and grievances will be treated as important and will be processed effectively and efficiently according to timelines addressed in this policy and procedure.

4. Clients and potential clients of HHS who believe that they have been discriminated against may file a written complaint of discrimination within 180 days of the alleged discriminatory act with:

   (a) Assistant Staff Director for Civil Rights
   DCF Office of Inspector General
   Office of Civil Rights
   1317 Winewood Blvd Building 5, 2nd Floor
   Tallahassee, FL 32399-0700
   (805) 487-1901; TDD (950) 922-9230

OR

   (b) United States Department of Health and Human Service (HHS)
   Attention: Office for Civil Rights
   Atlanta Federal Center, Suite 3B70

61 Forsyth Street, S. W.
Atlanta, GA 30303-8909
(404) 562-7881 or TDD (404) 331-2867

How to Submit a Complaint or Initiate the Grievance Procedure

1. Submission of a complaint by phone, in person, by email, mail, Client Comment/Grievance Form or if received from The Department of Children and Families (DCF).

2. Submission of a SJC Grievance can also be made online using SJC's PRIDE System, located at http://www.sjcfl.us/CodeEnforcement/PRIDE.aspx

Complaint Process

1. HHS encourages and supports the need to resolve all complaints quickly and at the lowest level possible.

2. All persons are encouraged to submit complaints in the following fashion:
    a. First submit the complaint information to their assigned Dependency Case Manager or Case Specialist.
    b. If the complainant is not satisfied with the results of their speaking with the Dependency Case Manager or Case Specialist then they may contact the Dependency Case Manager's Supervisor or the Social Services Team Leader.
    c. If the Supervisor does not provide a satisfactory resolution, the child, family member or community stakeholder may contact the Program Manager.
    d. If contacting the Program Manager does not result in a satisfactory result, the child, family member or community stakeholder may begin the grievance process by submitting an online submission via the SJC PRIDE System.

It should be noted however that clients can submit complaints to any level in the HHS system and do not have to go through all of the steps. They may choose whichever level they are comfortable with for submitting their concerns.

Follow-up Procedure for Complaints Received

1. The employee receiving the complaint will seek to resolve the issue quickly and efficiently to the satisfaction of the complainant.

2. Within two work days of receipt of the complaint the employee will:
    a) Address the complaint with the complainant
    b) Seek to resolve the issue(s)
    c) Consult with the next level supervisor if unable to rectify

3. Within two working days of receipt of the Complaint the supervisor will:
    a) determine any next steps needed to address the complaint
    b) Seek to resolve the issues with the complainant
    c) Ensure the complainant is advised of the projected time by which a response will be provided

4. If the Supervisor is unable to resolve the complaint with the complainant the supervisor will submit the complaint to the Program Manager.

5. The Program Manager will attempt to resolve the issues with the complainant and will document the outcome of the attempt.

6. If the Program Manager is unable to resolve the issue the Program Manager will inform the complainant of the formal HHS grievance procedures.

Procedure for Grievances Received by the SJC PRIDE System

1. When a grievance is received from any source, the Contracts and Quality Assurance Coordinator or designee will, within one work day of receipt of the grievance, ensure the complainant is advised, either verbally or in writing, that the complaint was received and is informed of the SJC administration process for reviewing and resolving complaints.

3. Within one work day of receipt of a grievance by phone, mail or email will log the complaint into the PRIDE database and will create an assignment to ensure appropriate follow-up is achieved. The complainant can also enter a grievance online themselves at http://www.sjcfl.us/CodeEnforcement/PRIDE.aspx. The assignment, with actions necessary and designated timeframes for response, will be forwarded, through the SJC PRIDE database system, to a HHS staff member who will be responsible for ensuring the completion of the assignment by the date established within the assignment.

2. The HHS staff member designated respondent will review the complaint, contact and discuss with the complainant, and in accordance with the assignment and timeframes given, document the steps taken in the review process, actions taken, changes made and a proposed response to the complainant. Documentation shall be forwarded to the Contract and Quality Assurance Coordinator or designee to update the grievance status in the SJC PRIDE database. The Contract and Quality Assurance Coordinator is responsible for tracking all grievances entered into the SJC PRIDE database. Documentation shall also be forwarded and discussed with the HHS Director or designee.

3. The HHS Director or designee, within one work day of receipt will review the documentation and the proposed response and determine if the actions taken and the proposed response are sufficient.

4. If not sufficient the HHS Director or designee, will request additional or corrected information and provide specific information regarding what is needed to adequately complete the response. An amended timeframe for completion will be identified as well.

5. If the documentation and the proposed response are deemed sufficient, the HHS Director or designee will notify the responder and the Contracts and Quality Assurance Coordinator or designee that the response is approved and the complaint has been closed.

6. The Contracts and Quality Assurance Coordinator or designee, will update the PRIDE database with the resolution and actions taken to close the grievance in the database.

7. All complaints received will be resolved within five to ten workdays of receipt or the reason for the delay will be noted in the SJC PRIDE database system for the specific complaint that is experiencing a delayed response.

8. If a complaint is not resolved to the satisfaction of the complainant, the HHS Director or designee in charge of the response will advise the complainant of the HHS grievance and appeals procedure.

Follow-up on Complaints Received through the Department of Children and Families Client Relations Office

1. The FIP Program Manager serves as the single point of contact to the DCF Client Relations Coordinator and is responsible for ensuring timely and complete responses to complaints related to FIP or sub-contract providers that are received by the DCF Client Relations Coordinator and require a review and complete or joint response.

2. Within one working day of receipt the Program Manager will review the complaint, supporting documentation and assignment requirements received from the DCF Client Relations Coordinator.

3. The FIP designated respondent will review the complaint, discuss with the complainant, and in accordance with the assignment and timeframes given, document the steps taken in the review process, actions taken, changes made and a proposed response to the complainant.

4. The Program Manager, or their designee, will, within one work day of receipt, review the documentation and the proposed response and will determine if the actions taken and the proposed response are sufficient.

5. If not sufficient the Program Manager will request additional or corrected information and provide specifics regarding what is needed to adequately complete the response. An amended timeframe for completion will be identified as well.

6. If the documentation and the proposed response are sufficient the FIP Program Manager will approve the response and notify the responder that the response is approved and complaint has been closed in the database.

7. For all completed and approved responses the FIP Program Manager will forward the response to the DCF Client Relations Coordinator for closure of the DCF assignment.

8. Any follow-up clarification or action will be communicated by the DCF Client Relations Coordinator to the FIP Program Manager to ensure a timely response.

Grievance and Appeals Resolution Process

1. When a grievance cannot be resolved to the satisfaction of the complainant they will be notified of the HHS process for filing an appeal.

2. The appeal may be submitted via face to face contact, telephone call, letter, or email directly to the County Administrator.

A Grievance Related to the Case Plan or Permanency Planning

1. May be addressed through a Family Team Conference, Permanency Review or a clinical case file review by Quality and Risk Management within five workdays of the initial meeting that failed to reach a mutually satisfactory resolution.

2. A Family Team Conference or Permanency Review will at a minimum include the family members, Dependency Case Manager, Team Leader, Guardian ad Litem, attorney for DCF, Guardian ad Litem program, and service providers as deemed appropriate.

3. If the Program Manager concludes a clinical case file review is needed, a request will be documented on the Case Staffing Form within three workdays.

4. Once the Family Team Conference, permanency review or clinical case file review is completed, the outcome will be summarized in writing within three workdays and a copy of the summary will be provided to the Program Manager and participants.

5. If the Family Team Conference or Permanency Review successfully resolved the complaint, the Program Manager will ensure all agreed upon follow-up action is tracked to timely completion.

6. If the Family Team Conference, Permanency Review or completed clinical case file review did not resolve the complaint to the satisfaction of the complainant, the Program Manager will document the outcome within three workdays of determining the matter cannot be successfully resolved and forward to the HHS Director, or designee for review and final response.

A Grievance Related to Personnel

1. The HHS Director, or designee, will review and assign to the appropriate HHS department head (Program or Finance and Administration) within one workday for the particular employee(s) involved.

2. The HHS Director, or their designee, will determine the level, timeframes, and expectations for response by the appropriate FIP department head.

3. The HHS Director, or their designee, will be responsible for all follow-up and documentation of actions taken, as well as resolution of the complaint, or need for further review and resolution.

4. Completed documentation on the proposed or agreed upon resolution will be returned to the HHS Director, or their designee, within two work days for monitoring and tracking purposes.

A Grievance Related to a Network Provider

1. Will be reviewed and assigned by the FIP Program Manager to the Contract and Quality Assurance Coordinator or designee within one workday.

2. The HHS Director or designee will determine the level, timeframes, and expectations for response by the assigned Contract and Quality Assurance Coordinator or their designee.

3. The Contract and Quality Assurance Coordinator or designee may request the assistance of the FIP Program Manager or other related staff as determined appropriate.

4. The Contract and Quality Assurance Coordinator, or their designee, will be responsible for all follow-up and documentation of actions taken, as well as resolution of the grievance, and or need for further review and resolution. The Contract and Quality Assurance Coordinator shall report to the HHS Director or designee on all actions taken towards resolution.

Final Authority

1. The HHS Director or designee retains final authority to address dissatisfaction not resolved through the Grievance and Appeal Resolution Process.

2. All prior reviews, responses, proposed and implemented actions will be reviewed and a final decision made and communicated to the child/youth/parent by the HHS Director, or designee in writing within five workdays of receiving the request for final review.

3. Final legal authority and decision-making rests with the Court in Dependency cases.

Tracking and Data Collection

1. The FIP Program Manager and Social Services Team Leader is responsible for monitoring and tracking the timely resolution/completion of reviews and responses to complaints and grievances.

2. Tracking responses that are not complete will be continually monitored by the FIP Program Manager and the Social Services Team Leader and then reviewed by the HHS Executive Team.

3. HHS will collect data monthly. Data collected will include, but not be limited to, number and category of complaints and grievances received, number resolved within established timeframes, and number of complaints and grievances where allegations were determined to be founded.

4. The FIP Program Manager and the Social Services Team Leader will summarize an analysis of the complaints and grievances received for the previous month and provide this report to the monthly Continuous Quality Improvement Meetings and to the HHS Executive Team.

5. Representatives from all areas of HHS meet once a month at the Safety Committee meetings. All representatives will bring data to this meeting for discussion and analysis.

6. HHS quality assurance personnel will collect and analyze the information received to determine trends that need to be addressed.

7. The data collected will be utilized by various HHS Quality Improvement Team Meetings to ensure changes are implemented appropriately.

ATTACHMENT IX

This Attachment contains the terms and conditions governing the Subcontractor's access to and use of Protected Health Information and provides the permissible uses and disclosures of Protected Health Information by the Subcontractor, also called "Business Associate."

Section 1. Definitions

I.I Catch-all definitions:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules found at 45 CFR Part 160 and Part 164: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

1.2.1 "Business Associate" shall generally have the same meaning as the term "Business associate" at 45 CFR §160.103, and for purposes of this Attachment shall specifically refer to the Subcontractor.

1.2.2 "Covered Entity" shall generally have the same meaning as the term "Covered entity" at 45 CFR §160.103, and for purposes of this Attachment shall refer to the Department.

1.2.3. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

1.2.4. "Subcontactor" shall generally have the same meaning as the term "subcontractor" at 45 CFR §160.103 and is defined as an individual to whom a business associate delegates a function, activity, service, other than in the capacity of a member of the workforce of such business associate.

Section 2. Obligations and Activities of Business Associate

2.1 Business Associate agrees to:

2.1.1 Not use or disclose Protected Health Information other than as permitted or required by this Attachment or as required by law;

2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR §164.308, physical safeguards as set forth at 45 CFR §164.310, and technical safeguards as set forth at 45 CFR §164.312; including, policies and procedures

regarding the protection of PHI and/or ePHI set forth at 45 CFR §164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Subcontractor creates, receives, maintains or transmits on behalf of the Department;

2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Department, and (b) the Business Associate's and their subcontractors are directly liable under the civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR §164.500 and §164.502(E) of the Privacy Rule (42 U.S.C.
§ 1320d-5 and § 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;

2.1.4 Report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Attachment of which it becomes aware, including breaches of unsecured Protected Health Information as required at 45 CFR § 164.410, and any security incident of which it becomes aware;

2.1.5 Notify the Department's Security Officer, Privacy Officer and the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;

2.1.6 Notify the Privacy Officer and Contract Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).

2.1.7 Provide any additional information requested by the Department for purposes of investigating and responding to a breach;

2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in section 817.5681, F.S.;

2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;

2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Department;

2.1.11 In accordance with 45 CFR §164.502(e)(l)(ii) and §164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. Business Associate's must attain satisfactory assurance in the form of a written contract or other written agreement with their business associate's or subcontractor's that meets the applicable requirements of §164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the Subcontractor shall provide written certification that its implementation complies with the terms of 45 CFR §164.532(d);

2.1.12 Make available Protected Health Information in a designated record set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR §164.524;

2.1.13 Make any amendment(s) to Protected Health Information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR §164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR §164.526;

2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR §164.528;

2.1.15 To the extent the Business Associate is to catTy out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Patt 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Section 3. Permitted Uses and Disclosures by Business Associate

1.1 The Business Associate may only use or disclose Protected Health Information covered under this Attachment as listed below:

3.1.1 The Business Associate may use and disclose the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.

3.1.2 The Business Associate may use the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.

3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.

3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.

3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Department with data analyses relating to the healthcare operations of the Department (as defined in 45 C.F.R. §164.501).

3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CFR §164.514(b).

3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CFR §164.501,45 CFR §164.508 and 45 CFR §164.514.

Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

4.1 Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR §164.520, to the

extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

4.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.3 Covered Entity shall notify Business Associate of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

Section 5. Termination

5.I Termination for Cause

5.1.1 Upon the Department's knowledge of a material breach by the Business Associate, the Department shall either:

5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Department of Children and Families;

5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or

5.1.1.3 If neither termination nor cure is feasible, the Department shall rort the violation to the Secretary of the Department of Health and Human Services.

5.2 Obligations of Business Associate Upon Termination

5.2.1 Upon termination of this Attachment for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

5.2.1.1 Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

5.2.1.2 Return to Covered Entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the

remaining Protected Health Information that the Business Associate still maintains in any form;

5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

5.2.1.4 Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and

5.2.1.5 Return to Covered Entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

5.2.1.6 The obligations of Business Associate under this Section shall survive the termination of this Attachment.

Section 6. Miscellaneous

6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.

6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

6.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.

25	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

2/19/2019

BCC MEETING DATE

TO: **Michael D. Wanchick, County Administrator** **DATE:** **January 16, 2019**

FROM: **Tera Meeks, Director of Tourism & Cultural Events** **PHONE:** **904 209-4428**

SUBJECT OR TITLE: **TDC 2020 ARTS/CULTURE/HERITAGE FUNDING PROGRAM**

AGENDA TYPE: **Consent Agenda**

BACKGROUND INFORMATION:

In accordance with provisions of the 2018 Agreement, St. Johns Cultural Council submitted proposed guidelines and supporting materials for the 2020 Arts, Culture & Heritage (ACH) Grant Funding Program to the Tourist Development Council for review. During the January 14, 2019 meeting, the Tourist Development Council (TDC) reviewed the proposed guidelines. Following review, the TDC voted to recommend to the Board of County Commissioners (BCC), approval of the guidelines, subject to suggested revisions. Attached is a clean-copy document which reflects changes recommended by the TDC at their January 14th meeting. If approved by the Board, the guidelines would become effective for the Fiscal Year 2020 Program.

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

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE: Grant Award Funding is budgeted in 1147-53728 (Cat II Arts, Culture & Heritage - Cat II Grants)

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt the recommendation by the Tourist Development Council to approve the proposed Arts, Culture and Heritage Funding Program Guidelines attached hereto, with said guidelines being effective for the Fiscal Year 2020 Program.

For Administration Use Only:
Legal: N/A **OMB: LF 1/17/2019** **Admin: Joy Andrews 1/31/2019**

ST. JOHNS COUNTY
TOURIST DEVELOPMENT
ARTS/CULTURE/HERITAGE GRANT PROGRAM
2020 FISCAL YEAR

Board of County Commissioners approved _____, 2019

This program is administered by the St. Johns Cultural Council as part of a tourist development agreement with St. Johns County.

Application Deadline: June 1, 2019

Introduction:

Arts, Culture and Heritage can be expressed through local customs, crafts, cuisine, visual and performing arts, history, literature and oral traditions. Areas rich in these unique resources have an increased appeal to many travelers and often these areas see a higher than average level of tourism.

Tourism is a significant contributor to the overall economy of St. Johns County and tourism provides both direct and indirect benefits to the citizens by generating additional tax revenue and support for local businesses and jobs.

The intent of the Arts, Culture & Heritage (ACH) Grant Program is to enhance the positive economic impacts of local tourism by encouraging memorable unique events and supporting enhanced advertising and promotion of quality tourism opportunities.

Events and programs selected for funding through the grant program must have an Arts, Culture, and Heritage focus; have high artistic quality; historic authenticity; and offer cultural experiences that are unique as well as generate visitor interest and draw from outside St. Johns County. Funding priority will be given to events, programs and performances that generate high-value overnight stays and occur during non-peak tourism periods.

Not all applications will be awarded funding either fully or partially. This is a highly competitive process and applications will be reviewed and scored on rigorous criteria. Awarded funds are intended to supplement, not supplant the project budget.

Late applications will not be considered and no exceptions will be made. Applicants are encouraged to submit applications early. A courtesy review of early submissions is available by appointment with the Cultural Council; however this review is for technical purposes only and does not guarantee the award of funding.

This grant opportunity is funded through the Tourist Development Tax (TDT) which is paid by individuals who rent overnight accommodations such as hotels/motels, condos, campsites, etc. for a period of six months or less while visiting St. Johns County.

More information about the TDT can be found in the enabling legislation, Section 125.0104, Florida Statutes.

Purpose:

The purpose of the Tourism Development ACH Grant program is to provide financial support to events, programs and performances that are unique and will generate interest from outside the county and attract overnight visitors. Events and programs should be of the scale and quality to attract visitors and support the local brand, ***"Florida's Historic Coast has Culture Around Every Corner***".

Eligibility Requirements:

1. Events/performances/programs must take place in St. Johns County.

2. The events/performances/programs must have a primary purpose of attracting and/or engaging overnight tourists in Arts, Culture or Heritage opportunities.

3. Arts, Culture or Heritage must be the primary focus of all funded events/performances/programs including fundraisers.
    - Applications that include an ACH event simply as an add-on or a component that is secondary to the overall purpose of the event will not be eligible for funding.

4. All events/performances/programs must be open and accessible to the general public.
    - Events, performances or programs must be promoted to the public and cannot be unreasonably restrictive through admittance fees, public access or crowd capacity, which limit tourist participation.
    - Events which require the purchase of a ticket to a third-party venue will not be considered for funding.

5. Applicant must be an established organization qualified to do business in Florida.
    - Units of local government and higher education are eligible for programs and events that have an ACH focus.
    - Organizations that are not Florida corporations/organizations/entities must qualify with the Florida Department of State to do business in Florida.

6. All applicants must have a checking account with a licensed financial institution.

7. Applicant must demonstrate sufficient available funds for planning and implementation of the event/performance/program.
    - This is a reimbursement grant. Therefore funds for awarded grants are only paid following the submission of paid invoices documenting eligible expenses, proof of received matching funds, and submission of the interim or final report. Applicants should understand that <u>funding advances are not made as part of this grant.</u>
    - Payments or reimbursements for expenses occurring outside of that time period are not allowed without the written consent of the TDC Executive Director.

8. Matching funds must be provided for all grants.

9. Proof of necessary permits required at the time of application.

- Applicants proposing to present events/performances/programs that require permits from federal, state, county or city governments must provide a copy of the permit or proof of application for the permit with the submission of the grant application.
- Should the permit be denied, the applicant must submit an amended application.
- If a permit is denied and no other date/time/location is allowed, the application will be withdrawn from consideration or if a contract has been awarded, it will become void.

10. Projects must be completed within the fiscal year for which funds are awarded.
    - All grant awards are for one year.
    - The fiscal year begins October 1st and runs through September 30th of the following year.

11. The applicant shall conform to the following Non-Discrimination Statement: ***"No person shall, on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation, or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any Event/Program or activity funded in whole, or in part, with funds made available by the County."***

Submittal and Review Process:

1. Application Preparation Workshops
   The St. Johns Cultural Council will host a series of application submittal workshops. Attendance at one of these workshops is highly encouraged as the workshops provide the opportunity to review the application requirements, required format of the submitted application and have both general and specific questions answered. The workshop schedule and locations will be provided at a later date. If an applicant has questions about the grant program or the application process, they must attend the application preparation workshop to have those questions addressed.

2. Grant Review Panel and application scoring
   Submitted grant applications are reviewed by an appointed Grant Review Panel with seven (7) voting members and two (2) alternate members. The Grant Review Panel members independently score the grant applications in each grant category. Applicants are encouraged to attend the subsequent funding panel scoring meeting (date and time to be determined) and may offer brief updates and respond to questions from the funding panel members. The panel members may revise their scores based on the applicant updates and responses. Any application receiving an average score below 80 points will not be considered for funding.
   Recommendation of award of the grant(s) by the funding panel does not guarantee funding of the grant(s) in the Fiscal Year 20 budget.

3. Review and recommendation by the TDC
   The TDC receives the final scores of the Grant Review Panel and at their discretion make a recommendation to the Board of County Commissioners for award of grant dollars. The TDC may decide to fully fund the top scoring applications or may choose to partially fund any or all of the applications proportionally based on the scores of the Grant Review Panel. Any application receiving an average score below 80 points will not be considered for funding.
   Recommendation of award of the grant(s) by the TDC does not guarantee funding of the grant(s) in the Fiscal Year 20 budget.

4. Review and award by the BCC
The BCC receives the recommendation of the TDC and awards the grant funding as part of the County Budget in September

Grant Categories:

Organizations may submit grant applications for multiple events however only one application per event is allowed. Duplication or overlap between applications, including programming, matching funds and use of awarded grant funds, is not allowed and may result in disqualification of an application.

I. Visitor Experience Grant

Less than or up to $100,000 of FY20 funds allocated to ACH Grants will be awarded in this category depending on the number of overall applications

Max award per event, performance, program with advertising, $10,000
Max award per organization for this category with advertising, $30,000

These free events/performances/programs enhance an area's visitor appeal by reinforcing the unique positive "selling points" of the area's visitor experience which help to differentiate the destination from other available options. The draw of this type of programming is the uniqueness of the activities (which may include historical re-enactments or parades) that are based in local culture and heritage. These programs must be high quality, historically accurate when relevant, and add value to the visitor experience. The events should have no commercial activity unless that activity is limited to period appropriate or hand-made items. If awarded a grant, the details of the funded event(s) must be submitted to historiccoastculture.com at least 150 days in advance or as soon as possible following the award of the grant.

Qualifying Criteria:

- Free of charge and open to the public
- May be single day, multiple consecutive days or multiple days over a limited but specified period with a minimum of 6 hours of programming
  Must provide a match of at least 50% of the requested grant amount. Applications for events, performances or programs that demonstrate a greater match will receive a higher score than applications which only meet the minimum match. The match may consist of cash or documented in-kind donations of goods, services or volunteer hours (assigned value of volunteer hours shall comply with County Policy). All grant recipients will be required to document in detail, the sponsoring organization's expenditures for the program/event including those for the required marketing activities.

Allowable Use of Funding:

- At least 50% of grant funding must be allocated to advertising and promotion of the program/performance/event. All advertisements and promotional materials must include the TDC logo to be considered for reimbursement.

    - Up to 25% of the advertising and promotion grant funds may be allocated to in-county promotion through the lodging industry
    - Organizations may elect to have event advertising and promotion (totaling 50% of the grant award amount) completed by the County via the Cultural Council. If this election is made, the County reserves the right to exercise full control over the type of advertising utilized and the content/look of that advertising. If this option is selected, the organization may only submit reimbursement requests for 50% of the total awarded grant amount.
    - T-shirts or merchandise giveaways are not considered to be advertising or a form of promotion
- Up to 50% of grant funding may support direct program presentation costs
    - A receipt signed by the payment recipient must be issued (and submitted with the grant reimbursement requests) for payments to all support staff, including historical re-enactors
    - Any items which will be sold (merchandise, food, etc.) at the event cannot be paid for with TDC funds

Evaluation Criteria:

- Does the event meet all of the above listed Qualifying Criteria and Allowable Use of Funding Criteria? (failure to meet these criteria may result in disqualification of the application)
- Does the event draw attendance from or have direct interaction with tourists already in the area?
- Is the event high quality and does it enhance the experience of the impacted tourists?
- Is the event unique to the local area?
- Is the event directly related to the local art, culture and heritage of the area?
- Does this event occur during a non-peak tourism period? Or for events with period appropriate dates that are scheduled during peak periods, will the event generate enhanced tourist visitation? Priority will be given to events, programs and performances occurring during non-peak tourism periods.

II. Annual and Special Events Grant

At least $425,000 of FY20 funds allocated to ACH Grants will be awarded in this category

Max award per event, $60,000
Max award per organization for this category, $120,000

These annual and special events are well organized, highly visible programs/events/performances that have a regional or national draw for visitors such as performances of major nationally and internationally recognized performers and performing arts companies; festivals that include such recognized performers and performances; art, culture and heritage exhibitions from nationally and internationally recognized cultural and heritage institutions. These events may be scheduled for a single day, multiple consecutive days, or multiple days over a limited but specified period. These programs and events must have a demonstrable tourism impact with an emphasis on generating overnight stays. If awarded a grant, the details of the funded event(s) must be submitted to historiccoastculture.com at least 150 days in advance.

Qualifying Criteria:

- Event must have a demonstrable regional or national draw for visitors and application should highlight new or unique elements of the program, event or performance which will attract both new and repeat visitors.
- Event must generate overnight stays and incremental economic activity

- Event must be open to the public
- Event may be scheduled for a single day, multiple consecutive days or multiple days over a limited but specified period. A minimum of 6 hours of programming is required.
- Must provide a 1:1 match of the requested grant amount. Applications for events, performances or programs that demonstrate a greater match will receive a higher score than applications which only meet the minimum match. Up to 25% of the match may consist of documented in-kind donations of goods, services or volunteer hours (assigned value of volunteer hours shall comply with County Policy).
- Only events as defined above will be considered. On-going programs are not eligible for funding.

Allowable Uses of Funding:

- At least 50% of the grant funding must be allocated to out of county advertising and promotion. All advertisements and promotional materials must include the TDC logo to be considered for reimbursement.
    - T-shirts and merchandise giveaways are not considered to be advertising or a form of promotion
- Up to 50% of the grant funding may support direct program presentation costs
    - Any items which will be sold (merchandise, food, etc.) at the event cannot be paid for with TDC funds.
- Grant funds may only be used for expenses directly resulting from the annual or special event and may not be used for operational expenses such as normal staffing or "rent" paid to institutions for staging special exhibits. These expenses also may not be utilized as an in-kind match for the grant.

Evaluation Criteria:

- Does the event meet all of the above listed Qualifying Criteria and Allowable Use of Funding Criteria? (failure to meet these criteria may result in disqualification of the application)
- Is the event high quality (e.g. reputation of participating artists/exhibitions/ tourist visitation?
- Expected total attendance and percent of total attendance attributed to out of County visitors.
- Does the applicant have a specific plan for generating overnight stays?
- Does the Applicant have a demonstrable methodology to track and compile visitor participation?
- Projected number of overnight stays and period of lodging occupancy.
- Does the applicant have demonstrable methodology for tracking overnight stays?
- Experience and qualifications of management and partners coordinating the event.
- Is the event unique to the local area?
- Is this event during a non-peak tourism period? Or for events with period appropriate dates that are scheduled during peak periods, will the event generate enhanced tourism experience and does it provide a significant draw for tourists? Priority will be given to events, programs and performances that generate high-value overnight stays and occurring during non-peak tourism periods.

III. Resource Development Grant

Less than or up to $60,000 of FY20 funds allocated to ACH Grants will be awarded in this category depending on the number of overall applications.

Max award per application, $30,000
Max award per organization for this category, $30,000

Resource Development projects must result in a programmatic improvement, have a demonstrable impact on the attractiveness of the area as a tourism destination and be of professional quality. The projects must have an emphasis on either generating overnight stays or increasing the appeal for tourists already visiting the area through new or improved unique and authentic experiences. These projects will expand or improve the existing tourist resources currently available and provide new and continued draw for a broad spectrum of tourists.

This funding may not be used for facility repairs or maintenance (e.g. window replacement, interior/exterior painting, roof repairs, parking lot improvements/repairs, etc.) nor may these funds be used to enhance marketing efforts such as website improvements or production of video.

Examples of eligible projects may include development of display quality interpretive signage, installation of outdoor art displays, creation of a self-guided tour, expansion of exhibition space, implementation of an interactive kiosk system for visitors or other similar projects.

All projects must comply with F.S. 125.0104 to receive funding.

Qualifying Criteria:

- Must be a qualified non-profit or government entity
- Must provide a match of at least 50% of the requested grant amount. At least 25% of the requested grant amount must be matched with cash and up to 25% of the requested grant amount may be matched with documented in-kind donations of goods, services or volunteer hours (assigned value of volunteer hours shall comply with County Policy).
- Developed resource must be available to the public
- Developed resource must have a focus on art, culture or heritage based tourism in St. Johns County
- Expenditure of grant funds must result in a finished product and may not be used strictly for design or conception of a project

Allowable Use of Funding:

- Funds may be spent on the development of the tourism resource as outlined in the awarded grant
    - Funding may not be used for staff costs of hosting or operating an event/program/performance.

Evaluation Criteria:

- Does the application meet all of the above listed Qualifying Criteria and Allowable Use of Funding Criteria? (failure to meet these criteria may result in disqualification of the application)
- Is the resource to be developed of professional quality?
- Will the resource to be developed improve the uniqueness and authenticity of the local tourism experience?
- Does the resource to be developed provide a significant improvement to the local arts, culture, heritage tourism industry through increased overnight stays or increased appeal for tourists already visiting the area?

Funding Restrictions:

Awarded grant funds may not be provided or utilized for any of the following:

1. Capital improvements, including expenditures for the acquisition, construction or alteration of a facility, unless allowed by Florida Statutes, Chapter 125.0104, Paragraph 5 Authorized Uses of Revenue

2. Mortgage payments

3. Purchase of equipment, which has a useful life of one year or more and a unit cost of $100.00 or more

4. Payment of past deficits

5. Administrative costs

6. Activities and events intended only for the applicant's membership or local community

7. Activities and events, which **do not promote tourism** in St. Johns County

8. Food, lodging, and personal transportation for traveling out-of-county

9. Rent paid to a sponsoring organization for hosting a special event

10. Scholarships, plaques or awards

11. Food or beverages for the event or activity

Matching Fund Requirements:

- Regardless of the funding level awarded for your program or event, payments/reimbursements will not exceed the documented expenditures and required matching amounts.

- **In-kind services** are defined as goods or services provided for the festival, event or program for which you would normally have to pay. The value of the match should be based on what you would normally have to pay for the goods or services, and what you actually have to pay. Documentation of the value will be required from the contributing entity. Applicants are encouraged to list in-kind donations as demonstration of additional community support even if those donation will not be used as part of the match for the grant.

- Matching funds based on **projected earned income** from the event or program may not exceed 25% of the total matching funds required. If full matching funds are not committed at the time

of application, recipients must indicate how additional funds will be raised before the event or program start date.

- Volunteer time or hours are not eligible as in-kind, *except where noted*.

- Matching funds in one grant application may not be used as matching funds in another grant application. Each applications costs and match must remain totally separate and auditable.

- TDC funds allocated to an organization cannot be used as matching funds for another ACH grant application or as matching funds for any other St. Johns County program.

Contract Reporting Requirements:

Once the Panel awards have been reviewed and subsequently approved by the Board of County Commissioners, all contracts will be issued by the Tourist Development Council office and returned to the Cultural Council. Interim and Final Reports and all reimbursement requests are to be submitted to the Cultural Council.

1. A final report must be submitted with reimbursement requests within two months after the event or before the end of the fiscal year (September 30th), whichever occurs first.

2. Included in the Final Report, must be a documented assessment of results measured against the applications projections for attendance, overnight stays and out of County visitors in attendance, proof of marketing and/or promotions. The final report should show economic impact calculations based upon these measures.

3. Any funded event or activity that fails to file reports required in the application will not be eligible for TDC funding during the next funding period. **Under no circumstances, will payment be made for an event with reports outstanding.**

4. Recipients must notify the SJC Cultural Council and TDC in writing of any substantial changes (i.e. date, venue, event content etc.) to their event/program plans at least **150 days prior** to the event or program start date or as soon as possible following the award of the grant. Failure to do this can result in suspension of the contract and jeopardize future funding. Upon approval of the changes, the grant recipient will be responsible for updating any info previously submitted to historiccoastculture.com.

5. All information provided to the TDC in conjunction with the ACH Funding Program will become a matter of public record.

Record Keeping and Audit:

1. Funding recipients agree to allow TDC staff access to their program or event for the purpose of determining economic impact and ROI. If tickets are required for the program or event, the funding recipient is required to collect either a street address or email

address along with the purchaser's name for the purpose of surveying the purchaser about attendance at the program or event. Recipients must cooperate with the TDC staff and/or contractors in providing email addresses of ticket buyers and vendors for the purpose of surveying.

2. All contracts are subject to programmatic and financial audit by the TDC or other County staff or authorized personnel. All programmatic and financial documents that are part of the Contract are subject to public inspection.

3. Recipients must acknowledge funding by the St. Johns County Tourist Development Council in all advertising and publicity for the event or program. That can be achieved in one of the following ways:

    a. If the primary "call to action" of the ad is to direct people to an event / program specific website, you may place the below logo on the site's opening page with a link to www.historiccoastculture.com and the words *"Plan your stay in St. Augustine | Ponte Vedra today.*
    b. If ad, poster, flier's "call to action" is something else the logo below and the www.historiccoastculture.com website address must be printed.
    c. Radio or television ads should acknowledge TDC support.
    d. Emails or newsletters that promote the event should acknowledge TDC support.
    e. Additional logos or credit line options are also available.

Color & B&W versions are available

ST. JOHNS COUNTY
TOURIST DEVELOPMENT COUNCIL
Culture Around Every Corner | St. Augustine & Ponte Vedra

4. The TDC reserves the right to request additional information beyond that requested in the funding application.

Definitions:

Marketing Related Definitions

Promotion: A variety of activities specific to your funded program or event designed to attract overnight visitors and excursionists to the program or event. May include in-county, out-of county, and/or out-of-market activity.

Advertising / Paid Media: Paid advertising placements in traditional publications such as newspapers or magazines or outdoor media; web-based placements on commercial sites; paid broadcast spots on television or radio; and/or event-specific direct mail (electronic of traditional). This may include the production and distribution of event-specific brochures or fliers (T-shirts, on-site banners or similar items will not be considered advertising).

Earned Media: Public relations/publicity costs associated with efforts to generate editorial content/mentions other than paid placements in media outlets i.e.: news releases, event or program-specific newsletters, photography or videography for promotional purposes.

Pooled Advertising: Funded events/programs for several organizations may be listed in one advertisement or brochure based on common dates or themes.

Out-of-Market: Outside the Jacksonville MSA and any counties adjacent to St. Johns County not part of the Jacksonville MSA.

Other Program Definitions

Admissions: Revenue from the sale of admissions, ticket subscriptions, and memberships for the program.

Application Cash: Funds from Applicant's present and/or anticipated resources that Applicant plans to provide to proposed project.

Budget Detail: Itemized breakdown of proposed program expenditures and income.

Contracted Services Revenue: Revenue derived from fees earned through sale of services. Include sale of workshops, etc., to other community organizations, government contracts for specific services, performance or residency fees, etc.

Eligible Non-profit: Organization recognized as having a non-profit status by the Florida Department of State Division of Corporations.

Foundation Grants: Revenue from grants by private foundations.

Fundraisers: Events that produce revenues beyond what is needed for event expenses and intended proceeds are designated for other purposes.

Government Grants - Federal: Revenue from grants by agencies of the federal government.

Government Grants - State/Regional: Revenue from grants by the State government and/or multi-state consortiums of state agencies.

Government Grants - Local: Revenue from grants or appropriations by city, county and other local government agencies including the St. Johns County Tourist Development Council.

Holidays: New Year's week, one week prior to Palm Sunday to one week after Easter Sunday, Memorial Day weekend, July 4th weekend, Labor Day weekend, Thanksgiving weekend, Christmas week.

In-Kind Contributions: Donated goods and services for which a fair market value shall be calculated, if an organization chooses to use them as partial matching funds. **Do not include volunteer / administrative personnel.**

Multi-Day Event: Any event that lasts longer than one day and less than 32 days.

Multi-Month Event: Any event that spans two or more months, or extends more than 31 days.

Moderate Demand Periods: see definition of "Peak"

Near Peak: see definition of "Peak"

Non Peak: Events and programs occurring Sundays through Thursdays during times not identified as "Peak" (see definition below).

Other Private Contributions: Revenue from cash donations including gross proceeds from fund raising events.

Outside Professional Services - Cultural: Payments to performers, guest speakers or curators whose services are specifically and exclusively engaged for a funded program performed by non-employees.

Outside Professional Services - Other: Payments to firms or persons for non-cultural services that are specifically and exclusively incurred for a funded program or festival performed by non-employees.

Out of Market: "Out of Market" refers to geographic areas and non-contiguous counties to St. Johns County. i.e. Clay, Duval, Flagler and Putnam Counties are "out-of county" but NOT " Out-of-Market."

Peak Periods: *visit www.floridashistoriccoast.com/events for more information*
Thanksgiving Day 4-day Weekend
Christmas/New Year's week
Daytona Speed Week/ Daytona 500
Bike Week
THE PLAYERS Championship
Memorial Day Weekend
Fourth of July

Personnel: Payments for administrative, marketing, curatorial, technical/promotion employees including salaries, wages, fees and benefits to organization staff, specifically identified with the funded program.

Program Services Revenue: Includes ticket, concession, merchandise and upsell (VIP) sales and other earned revenue generated from the program or event.

Remaining Operating Expenses: All expenses not entered in other categories.

Space Rental: Payments specifically identified with this project but not owned or leased by your organization on an annual basis.

Total Operating Budget: Gross itemized summary of organization's probable or actual expenditures and income for a proposed current or completed fiscal year.

Travel: Costs directly related to travel of an individual or individuals specifically identified with the program. Costs must be in accordance with Florida State Statute 112.061.

Venue: The scene or setting such as a physical location where the event or activity takes place.

26	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

2/19/2019

BCC MEETING DATE

TO: **Michael D. Wanchick, County Administrator** **DATE:** **January 18, 2019**

FROM: **Tera Meeks, Director of Tourism** **PHONE:** **904 209-4428**

SUBJECT OR TITLE: **TDC Funding for St. Augustine Beach Sea Oat Planting Project**

AGENDA TYPE: **Consent Agenda**

BACKGROUND INFORMATION:

The City of St. Augustine Beach has requested $25,000 dollars of TDT funding to offset the cost of planting 43,100 sea oats along 6,460 linear feet of beach in March 2019. The City anticipates the total cost of the project will be approximately $67,000. The St. Augustine Port, Water and Beach Commission has awarded $25,000 to the project. The Tourist Development Council reviewed the City's request during the January TDC meeting and recommended the allocation of $25,000 of TDT funds to the project. Although no funding was identified for the project in the FY19 budget and the recommendation from the TDC did not identify specific funds, the unanticipated cost of the project can be paid by dollars identified in Category III, Recreation and Leisure, contingency reserves and sports marketing lines.

1. IS FUNDING REQUIRED? Yes **2. IF YES, INDICATE IF BUDGETED.** No

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE: FUNDING SOURCE: $15,751 from 1146-59923 (Cat III-Contingency Reserve) $9,249 from 1146-53705 (Cat III-Sports Marketing)

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt the recommendation by the Tourist Development Council to appropriate $25,000 of FY19 TDT funds, including $15,751 from Category III contingency reserves, to the City of St. Augustine Beach for the planting of sea oats.

For Administration Use Only:
Legal: N/A **OMB: LF 1/30/2019** **Admin: Joy Andrews 1/31/2019**

MEMORANDUM

TO: Chair Paul Waldron
Vice Chair Jeb Smith
Commissioner James Johns
Commissioner Jeremiah Blocker
Commissioner Henry Dean

FROM: Max Royle, City Manager

DATE: December 13, 2018

SUBJECT: Sea Oats Planting Project, St. Augustine Beach

Mayor Undine C. George asked that I provide information to you concerning the City's sea oats project.

Hurricanes Matthew and Irma severely eroded what had been an established, healthy secondary dune line along the City's beach between 16th Street and the northern boundary of the Sea Colony subdivision.

Last spring, Mayor George proposed the restoration of that secondary dune line by means of sea oats planting project between 10th Street and the northern boundary of Sea Colony. 10th Street was selected as the project's northern limit because the recent beach restoration projected its end east of that street. The City hired a coastal engineering consultant to do plans and obtain the required permits. Mayor George requested assistance from the St. Augustine Port, Water, and Beach commission for funding. It appropriated $25,000 in its FY 2019 budget for the project. In the fall, Vice Mayor Margaret England asked the Tourist Development Council for a recommendation to you for additional funding. The Council tabled the request to its January 2019 meeting.

In the meantime, the City advertised for bids for the project and received five responses. At its November 13th meeting, the City Commission approved the bid from the lowest bidder, Aquatic Plants of Florida, for $32,325. The company is nurturing the sea oats in its nursery and will plant them next April. The project will be completed before the start of the sea turtle nesting season on May 1, 2019.

Mayor George asked me to provide information to you about why volunteers can't be used to plant the sea oats, thereby saving money. Public comments have been made that volunteers were used for a sea oats planting project on South Ponte Vedra Beach under the auspicious Guana Tolomato Matanzas Natural Estuarine Reserve. Fifty volunteers planted 2,000 sea oats along 600 linear feet of beach. By comparison, for the City's project, 43,100 sea oats along 6,460 linear feet will be planted. The scope of the City's

project is so much greater than that the City would need a small army of volunteers to get the sea oats planted as soon as possible after they were delivered. The City simply doesn't have the resources to find, organize, and supervise such a large group of volunteers.

Equally important, the contractor is required to adhere to the following requirements:

- All pants must survive for 10 days after installation.
- 80% of the plants must survive at the 180-day mark after installation.
- 80% of the plants must achieve root penetration of at least nine inches at the 180-day mark based on a sampling of 30 plants in both the northern and southern areas of the project.

If the City used volunteers, any plants that died within 10 days after planting would be replaced at the City's cost.

The total cost of the project, including engineering and project administration, is estimated to be $75,000. As the Port, Waterway, and Beach commission has committed $25,000, a reasonable division of the remaining $50,000 would for the City and County each pay half. Vice Mayor England intends in January to ask the TDC for a recommendation to you that you approved $25,000 from bed tax funds as the County's contribution for the project.

Cc: Mayor Undine C. George

27	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

2/19/2019

BCC MEETING DATE

TO: **Michael D. Wanchick, County Administrator** **DATE:** **February 12, 2019**

FROM: **Michael Ryan, Director of Communications** **PHONE:** **904 209-0549**

SUBJECT OR TITLE: **Closed Captioning for St. Johns County's Government Television Broadcast, Live Streaming, and Website Archive**

AGENDA TYPE: **Consent Agenda, Report**

BACKGROUND INFORMATION:

St. Johns County's Government Television Channel broadcasts live on cable television, streams live on the County's website, and provides a video archive of all broadcasted meetings. The proposed service level increase would provide live closed captioning and would also caption the video archive on the website. This one-time funding request includes all necessary equipment, installation, network setup and configuration, and captioning for all remaining meetings for FY 2019. Funding to caption meetings beyond FY 2019 will be included in future budget requests.

1. IS FUNDING REQUIRED? Yes **2. IF YES, INDICATE IF BUDGETED.** No

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE: 0083-59920 (General Fund-Reserve)

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to approve transfer up to $45,000 from General Fund Reserves and appropriate to County Admin Budget for ADA compliance.

For Administration Use Only:
Legal: N/A **OMB: LF 2/12/2019** **Admin: KS 2/12/2019**

THE ST. AUGUSTINE RECORD
COVERING THE ANCIENT CITY AND ST. JOHNS COUNTY SINCE 1894
Tuesday, February 12, 2019 StAugustine.com

Lawsuits target ADA compliance

St. Johns County is latest in spate of suits involving county websites, accessibility

By Jared Keever
jkeever@staugustine.com

A Daytona Beach man, whose federal lawsuit against Flagler County appears headed for resolution, is also suing St. Johns County alleging that the county's website does not comply with the Americans with Disabilities Act.

Court records show that he is not the only one and that St. Johns County is far from unique.

Joel Price, who is legally blind, filed his suit against St. Johns County on Oct. 31 in the U.S. District Court for the Middle District of Florida.

In the suit his attorneys claim that, because much of the county's online content is provided in the form of PDF files, much of that information is not accessible to those who are visually impaired because they rely on "screen readers" for access. The form of the documents provided, the lawsuit says, does not "interface" with the software in those readers.

Price first began attempting to access county information in May 2018, and, according to the lawsuit, the county has "not made reasonable modifications to its policies and procedures to ensure future compliance" with the ADA.

Price is seeking a declaratory judgement that the county has violated his rights under the ADA and court orders for the county to rectify the problems, as well as damages to be determined at trial and litigation costs.

The suit is not the first Price, and his attorneys, Scott R. Dinin and Juan Courtney Cunningham, both of Miami, have filed in the state.

The Flagler County Commission earlier this month approved a settlement payment of $15,700 for the suit they filed just weeks before the St. Johns County suit.

Of that, Price would receive $1,200 and his attorneys would be paid $14,500, according to county officials.

In addition, the county will make all new PDF content accessible to the visually impaired who use screen reader software, though content published online within the next year would be exempt. To comply, Flagler County will hire staff members to perform the additional work and retain a consultant to annually evaluate the site's accessibility. County officials were unable

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LAWSUITS

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to estimate the cost of these changes.

"I would like to point out to the public that this is needed," Commissioner Greg Hansen said. "We have to comply with the ADA. But in fact, this is a scam that is being done throughout the state."

The lawsuit, it turns out, is one of several recently filed against local governments throughout Florida. Price is listed as the plaintiff in some of them. He has filed suit against Brevard, Hendry and Manatee counties, represented in each by Dinin.

Cunningham is representing others in similar suits including one filed Friday against St. Johns County on behalf of Eddie I. Sierra.

In that suit, Sierra, who is deaf, claims the county is out of compliance because meetings that are streamed through the county's website are not closed captioned.

Sierra filed a similar suit in May against the City of Key West.

That suit, according to a January Miami Herald story, prompted the city to add closed-captioning to its meetings and pay $10,000 in settlement.

This story contains reporting from Daytona Beach News-Journal reporter Shaun Ryan.