



St. Johns County Board of County Commissioners

Purchasing Division

March 27, 2020

ADDENDUM #1

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: **RFP 20-17R; Development Partner for CDBG-DR
Multi-family Affordable Housing – Facility Location 2**

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

Questions/Answers:

1. **Question:** Is SJC willing to allow the awarded Development Partner to choose an Independent Partner to Manage the Lease up Effort independent of our Development of the Project allowing the awarded Development Partner to stay within its core of competency?

Answer: Yes, the Development Partner will have authorization to choose an Independent Partner/sub-contractor to manage the Lease up efforts independent of the development of the project. Nevertheless, the main responsibility will ALWAYS fall on the Development Partner regardless if the task was subcontracted or not. Any subcontracting will automatically fall under the responsibility of the Development Partner and not SJC/CDBG-DR. SJC CDBG-DR management staff SHALL approve all potential subcontractors or partners hired by the Development Partner for any task related to the project's work scope.

2. **Question:** Contract directly with SJC a 3rd Party for the Supervision of and perform the Marketing Plan?

Answer: St. Johns County will only execute a contract with a Development Partner who has been recommended to and approved by the SJC BOCC.

3. **Question:** Have 3rd Party contract with SJC for the Management of the Leasing office?

Answer: See the response to Question 2 above.

4. **Question:** Will SJC be willing to provide progress payment request every 2 weeks for the duration of the Project?

Answer: DEO and CDBG-DR guidelines provide a 10% increment progress payment system. Invoices are submitted at 10%, 20%, 30%, 40%, 50%... 100% completion on any construction activity set forth by the DEO/CDBG-DR approved Activity Plan. Requiring the submission of an invoice package signed by the contractor and certified by the engineer performing inspection services for the project, documenting the costs for which progress payment is being requested, and noting overall percent completion of the project. CDBG-DR Project Management staff will certify the validity of milestone completion requests and submit necessary documentation for progress payment.

5. Question: Can you send me a copy of the Public Construction Bond the county would use and under what circumstances the county would require one? Would you also clarify if this is for public improvements off site? Would it be legally required for an applicant? In what case would one be required? So this form is expected from the owner/developer or the general contractor? There would be a 100% P&P bond from the GC. It is not a construction bid, but an RFP for a developer. Can you clarify what the expectation is?

Answer: A sample public construction bond form is attached for reference. The public construction bond is required when entering into formal contracts for new construction, repairs, or renovation on public buildings and/or other public works in excess of \$100,000. A formal contract will be issued to the awarded development partner to design, build, operate, and maintain a facility using public funds. Therefore, a bond will be required from the awarded development partner for this project. Any bonding requirements for sub-contractors (i.e. General Contractors) will be the responsibility of the awarded development partner.

RFP Due Date Remains: Thursday, April 16, 2020

Acknowledgment

Signature and Date

Printed Name/Title

Company Name (Print)

Sincerely,



April Bacon

Purchasing Buyer

END OF ADDENDUM NO. 1

PUBLIC CONSTRUCTION BOND

Bond No. _____

BY THIS BOND, We, _____ (Contractor Name) _____, _____ (Address) _____, Phone: _____ Email: _____ (Contractor) as Principal and _____ (Surety Co.) a Corporation, as Surety are bound to ST. JOHNS COUNTY, FLORIDA, hereafter referred to as "Owner", in the sum of _____ (\$ _____) for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, between Principal and Owner for construction of _____, the contract being made a part of this bond by reference, and the times and in the manner prescribed in the contract; and
2. Promptly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Promptly pays Owner all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____, _____.

Bond No. _____

ATTEST:

(Principal) Secretary

(SEAL)

Witness as to Principal

Address

City, State, Zip Code

Principal:

By: _____

Printed Name/Title

Address

City, State, Zip Code

ATTEST:

(Surety) Secretary

(SEAL)

Witness to Surety

Address

Surety

By: _____
Attorney-in-Fact

Address

