

REQUEST FOR PROPOSAL FOR CONSTRUCTION MANAGER:

TROY HOUSING AUTHORITY

1 Eddy's Lane
Troy, New York 12180

Preserving and Revitalizing Affordable Housing

RFQ Issue Date: February 14th, 2023

Client

Troy Housing Authority
1 Eddy's Lane
Troy, New York 12180

Project

Conway Court Apartment Rehabilitation
12 Conway Court
Troy, New York 12180

Design Firm

RIDA Architecture, PLLC
2022 Western Avenue
Albany, New York 12203
518.713.4537

Request for Proposal

All firms who plan on responding to the Request for Proposal (RFP) and would like to receive updates and participate in the bidding process should register by sending an email with their firm name, contact name and email address to Deborah Witkowski.

Proposal Submission

Proposals are due at **1:30 pm on March 17th, 2023**. Proposals received after due date will not be accepted.

Email submission in PDF format to Deborah Witkowski; deb.witkowski@troyhousing.org

Walk Through

Mandatory walk through will be held at **9:30 am on March 1st, 2023** at Conway Court Apartments.

Interpretations

Questions and inquiries regarding this RFP may only be submitted in writing. All inquiries must be received no later than **4:00p.m. on March 9th, 2023** by Deborah Witkowski, at the address on the cover of this RFP. Answers will be provided as written addenda to this RFP.

The Respondent shall acknowledge in its response receipt of any amendment(s). The Respondent's failure to acknowledge an amendment may result in rejection of the response.

I. GENERAL DESCRIPTION

- a. Conway Court Apartments is an affordable housing mid-rise 6 story structure constructed in 1982. The building consists of 40 one-bedroom apartments and 1 two-bedroom apartment, total 41 apartments.
- b. The occupancy is group R-2 Residential. The construction is 2B non-combustible. At the completion of this project all areas will be fully sprinkled according to NFPA.
- c. The Troy Housing Authority will be seeking to obtain funds through NYS Homes and Community Renewal (HCR) under the Small Buildings Participation Loan Program. The funds will be administered by Community Preservation Corporation (CPC). The THA anticipates a closing date of the loan in early summer 2023.
- d. The Troy Housing Authority (THA) has retained RIDA Architecture PLLC (RIDA) as the project architect.

II. PROJECT FINANCING

- a. The THA will be seeking to obtain funds through NYS Homes and Community Renewal (HCR) under the Small Buildings Participation Loan Program. The funds will be administered by Community Preservation Corporation (CPC). The THA anticipates a closing date of the loan in early summer 2023.
- b. Financing for the proposed rehabilitation project will be approximately \$4,250,000.00.

III. PROJECT DESCRIPTION

- a. Existing Conditions
 - i. The site is in good condition and upgrades will include resurfacing parking lot, replacement of site fence and upgrading site amenities.
 - ii. The interior spaces of Conway Court Apartments are original. They are in fair condition and are in need of modernization. The existing finishes are mostly VCT flooring, painted gypsum wall board and textured concrete ceilings. There are areas of acoustical ceilings at the entry inside the apartments, common corridor and the entire 6th floor.
 - iii. Over the years the THA has experienced leaks in the domestic water and sewage pipes. This project will include replacement of the piping along with upgrading the apartment plumbing fixtures. The shower surrounds were recently installed and will remain.
 - iv. The project site does contain asbestos in the floor tile mastic under the VCT and undercoating on the kitchen sink.
- b. Proposed Scope of Work
 - i. This will be a single-phase construction project with limited vacant apartments. The successful proposer for these services will work with the THA and RIDA to establish a logistics plan and schedule. The THA will be responsible for relocating tenants.
 - ii. The interior scope of work will include renovations common space as well as the apartments. The scope of work includes, but not limited to; ADA upgrades to the common space, ADA apartment modifications, floor finishes, acoustical ceiling, paint, lighting, signage, millwork, limited areas of floor plan modifications and mechanical, electrical, plumbing, fire protection modifications and upgrades.

IV. PROJECT SCHEDULE & REQUIREMENTS

- a. Construction Manager estimated Notice to Proceed: Approximately March 15th, 2023.
- b. Construction estimated Notice to Proceed: To Be Determined.
- c. The THA is tax exempt. A certificate will be provided to the Construction Manager.
- d. Work hours will be 7:30 am to 5:00 pm.
 - i. Evening hours can be provided on an as needed basis from 4:30 pm to 11:30 pm.

- e. The construction phase of the project is anticipated to be 12 to 14 months.
- f. Work days are Monday through Friday; excluding Holidays.

V. CONSTRUCTION MANAGEMENT SERVICES

- a. The THA desires to engage a Construction Management firm to provide services outline in this RFP and the executed contract.
- b. The Construction Management contract to be used will be AIA Contract A133-2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with Guaranteed Maximum Price.
- c. All sub-contracts will be in the Construction Manager's name.

VI. BONDS AND INSURANCE REQUIREMENTS

- a. The successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance is a performance and payment bond in a penal sum of 100% of the contract price.
- b. The Construction Manager and their sub-contractors shall maintain, throughout the construction term the following: Contractor's General Liability, Workers Compensation and Automobile. Builders Risk insurance is not included. The owner will carry this insurance. See attached exhibit for insurance requirements.
- c. Certificate of Insurance with insurance (with the THA as additional named insured).

VII. SCOPE OF SERVICES

- a. Pre-Construction Phase
 - i. BUDGET: Prepare a detailed project budget that identifies all construction costs associated with the construction documents, consulting fees, permit fees, testing and inspection fees, equipment, inflation and contingencies.
 - ii. CONSTRUCTABILITY: Review the construction documents in order to avoid potential problems and to minimize potential change orders. The Construction Manager will provide recommendations on the scope of work that will establish sub-contractor performance requirements to promote quality, cost effectiveness and schedule compliance.
 - iii. SCHEDULE: Work with the THA and RIDA to develop a project schedule that establishes a duration and responsibility for all major activities of the project.
 - iv. Apply for all necessary building permits. Cost of permit to be incurred by THA.
- b. Construction Phase
 - i. SUB-CONTRACTOR'S BID PACKAGES: Develop bid packages to establish the categories of work into separate contracts that promote competition and provide well defined and manageable divisions of work.
 - ii. SUB-CONTRACTOR BIDDING PROCEDURES: Establish and implement procedures for the bidding process including, but not limited to, distribution of bid documents, RFI, addenda, the holding of pre-bid conferences, the receipt of bids and the bidding schedule.
 - iii. PRE-BID CONFERENCES: Coordinated with the THA and RIDA, schedule and organize pre-bid walk through for sub-contractors.
 - iv. BID EVALUATION: Review with the THA and RIDA, the bids of recommended sub-contractors and schedule individual interviews with preferred sub-contractors.
 - v. GUARANTEED MAXIMUM PRICE (GMP): after final selection of sub-contractors, the construction manager will provide a GMP to the owner.

- vi. ON-SITE STAFF: Provide and maintain a qualified, on-site field staff sufficient to manage the project and insure that the work is performed in compliance with the contract documents.
- vii. SUBMITTALS: Establish and implement a process for approving shop drawings, product data, samples and other submittals from the contractor that are reviewed and approved by the architect or interior designer. The Construction Manager will establish and maintain a submittal log to insure contractor compliance with the contract document.
- viii. MONITOR: Responsible for monitoring and reporting on progress during the construction phase. The Construction Manager will update the schedule monthly and notify the Owner, Interior Designer and Architect of any delays or problems and recommend any corrective action necessary to meet the schedule.
- ix. QUALITY CONTROL: Monitor and inspect all work in progress to insure the quality of work is being installed per the contract documents. Any deficiencies will be documented, reported and provide recommendations for corrective actions.
- x. PROJECT MEETINGS: conduct bi-weekly meetings at the job site to discuss job schedule, status, answers outstanding questions/concerns. The Construction Manager will prepare and distribute accurate meeting minutes.
- xi. PROJECT INSPECTIONS: conduct bi-weekly meetings (alternate week of project meetings) at the job site to inspect work in progress and address any questions and/or concerns. The Construction Manager will prepare and distribute accurate meeting minutes.
- xii. CHANGE ORDERS: Develop a system for reviewing and processing of change orders. The Construction Manager will estimate the cost of all change orders, insure the validity and negotiate the cost of the change order if needed on behalf of the Owner.
- xiii. WARRANTIES: At completion of the project, collect and catalog all operating and instruction manuals for finishes, fixtures and equipment.
- xiv. FINAL INSPECTIONS: Schedule final inspections and complete punch lists prepared by RIDA.

VIII. RESPONSE REQUIREMENTS

Construction Management firms to email proposals Email submission in PDF format to Deborah Witkowski; deb.witkowski@troymhousing.org with the following evaluation factors by the due date:

- a. Statement of Experience and Qualifications including:
 - i. Similar redevelopment contracts funded by NYS HCR for affordable multifamily housing showing the contracts completed, owner, project, architect, dollar amount, year completed, contact person.
 - ii. Cite any multi-family redevelopment projects separately; include schedules and number of units along with a brief description of the phasing and scope.
 - iii. Documentation of bonding capacity.
- b. Team Proposed.
 - i. Firms Key staff resumes to be used on this phase of work;
- c. Schedule Proposed
 - i. List out time required for Preconstruction services.
- d. Proposed Cost Estimating and Cost Control
 - a. Who will be responsible for cost estimating.
 - c. Cost estimating is to include:
 - i. MBE, WBE and SDVOB participation and Minority Employment Utilization
 - ii. Section 3 business participation and employee utilization.
 - iii. Davis Bacon Wage Rates is **NOT** required.

- e. Fee Proposals:
 - i. Provide a lump sum price for these pre-construction phase services. Include a description of anticipated hours and breakdown of tasks and deliverables.
 - ii. Provide a lump sum fee for post-award through construction phase services. Outline General Conditions costs and line items and fee.

IX. EVALUATION OF QUALIFICATIONS

- a. The information provided in the Construction Managers proposal, other than fee, are significantly more important and will heavily weigh on the decision making.
- b. Experience of doing construction in an occupied building.
- c. Have a sensitive understanding of the residents, their surroundings and their day-to-day activities.
- d. Understanding of the scope of work, detailing and coordination to successfully construct what is communicated on the drawings and specifications.
- e. Experience working on similar renovations with a comparable level of detail and finishes.

X. EXHIBITS

- a. Insurance Requirements
- b. NYS HCR Utilization Plan Form
- c. Good Faith Efforts Guide
- d. Mandatory Section 3 Contract Clause

INSURANCE REQUIREMENTS

A. General Requirements:

1. Insurance policies shall be placed with insurance companies rated at least ANII or better in Best's Rating Guide and lawfully authorized to do business in the jurisdiction in which the Project is located. Each policy must be primary and non-contributory and must include an endorsement requiring that the insurance company give written notice to the Owner at least thirty (30) days prior to the cancellation, non-renewal or reduction in the coverage limits of such policy. The description of location in the certificate of insurance must specifically reference the Project and its location.
2. Insurance policies shall be maintained by the Construction Manager for the term of the Construction Manager's agreement with the Owner, or as specified in the policy descriptions below, whichever is longer. Exhaustion or depletion of the limits due to other projects shall not deplete the limits available to the Project.

B. Construction Manager's Insurance. The Construction Manager shall maintain, at the Construction Manager's own expense, the following insurance coverages:

1. Workers Compensation insurance providing statutory coverage and benefits as required by both the state in which the Construction Manager resides and the state in which the work is being performed, if different. In addition, the Construction Manager shall provide Employer's Liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
2. Automobile Liability insurance covering owned, non-owned and hired vehicles with a one million dollars (\$1,000,000) combined single limit.
3. Commercial General Liability coverage written on an occurrence form for bodily injury, personal injury and property damage in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate limit with a product and completed operations aggregate limit of two million dollars (\$2,000,000). The Commercial General Liability Insurance shall include, but not necessarily be limited to, coverage for:
 - (a) Completed operations liability (this coverage to be maintained for no less than statute of repose in the state the project is located in after final acceptance of the work by the Owner).
 - (b) Independent contractors, covering operations of any and all subcontractors.
 - (c) Contractual liability, including the Construction Manager's indemnification obligations to the Owner as set forth in the agreement for services.
 - (d) Coverage for explosion, collapse, undermining and damage to underground utilities and property.
 - (e) Premises liability including personal injury, bodily injury and property damage.
 - (f) Personal and advertising injury.
 - (g) Any aggregate limit shall apply per project.
 - (h) Endorsements stipulating this policy is primary and non-contributory regardless of other insurance that may be available to additional insureds.
4. Pollution Liability Coverage. When services to be performed require any remediation work, asbestos abatement, lead work, site assessment, environmental testing or other environmental/pollution related work, the Construction Manager will maintain Pollution Liability for on-site cleanup including pollution legal liability coverage with limits of no less than one million dollars (\$1,000,000) per project. This coverage is in addition to any other requirements stipulated elsewhere in these

requirements, must not include asbestos, mold or lead exclusions.

5. Other. The Construction Manager shall obtain and cause each subcontractor, as applicable, to purchase and maintain "special form" contractor's equipment floater on all machinery, tools and equipment at fair market value.
- C. The Construction Manager shall cause each subcontractor to maintain the same insurance coverage required of the Construction Manager in such amounts as the Construction Manager believes prudent under the circumstances for the specific subcontract. The subcontractor shall maintain the same additional insured requirements and shall provide evidence of insurance via certificates of insurance.
 - D. The Construction Manager shall provide the Owner with certified copies via email of the insurance policies within thirty days after inception and sixty days of subsequent renewals.



Homes and Community Renewal

ANDREW M. CUOMO
Governor

RUTHANNE VISNAUSKAS
Commissioner/CEO

Office of Economic Opportunity and Partnership Development
Website: www.nyshcr.org

Good Faith Efforts Guide

Program compliance with the New York State Homes & Community Renewal Minority and Women-Owned Business Enterprises (M/WBE) and Service-Disabled Veteran-Owned-Business (SDVOB) policy will be evaluated based upon the use of “good faith efforts” to achieve maximum participation results. Program efforts will be rated by applying the references in the guide and taking into account the following:

- Size of the contract
- Location of the project
- Capability and availability of M/WBE and SDVOB

Specific Recommendations:

- Utilize New York State Directory of Certified M/WBE firms and Office of General Services for SDVOB firms as resources
- Incorporate as part of all subcontracts, provisions of the General Conditions in the contract which relate to, Equal Employment Opportunity (EEO), Minority and Women-Owned Business Enterprises and Service-Disabled Veteran-Owned-Business
- Advertisements placed in periodicals and internet targeting M/WBEs and SDVOBs for recruitment purposes
- Establish contact and working relationships with M/WBE and SDVOB firms
- Ensure solicited and completed follow-ups to M/WBEs and SDVOBs in a timely manner
- Provide M/WBEs and SDVOBs adequate time to review plans/specs and respond to solicitations
- Notify and request assistance from the Office of Economic Opportunity and Partnership Development of difficulties preventing M/WBE and SDVOB participation
- Submit a complete, acceptable Utilization Plan in accordance with the applicable goal requirements for participation, of certified New York State Minority and Women-Owned Business Enterprises and Service-Disabled Veteran-Owned-Business established in the contract
- Document and maintain additional records of “good faith effort” to address project’s goals



MANDATORY SECTION 3 CONTRACT CLAUSE

This language is required in all contracts for work that is being performed on Section 3 Projects. For more information about Section 3, consult NYSHCR's Section 3 Policy Manual available here:

<https://hcr.ny.gov/section-3-compliance>

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, to the greatest extent feasible, that training, employment, contracting, and other economic opportunities generated by Section 3 covered financial assistance shall be directed to low-income residents of the neighborhood where the financial assistance is spent, and to businesses that are either owned by low-income residents of the neighborhood where the financial assistance is spent, or substantially employ these persons.

The parties to this contract agree to comply with federal regulations in 24 CFR part 75, 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 75 regulations.

The [Awardee/Subawardee/Contractor/Subcontractor(*choose applicable*)] agrees to notify potential contractors and subcontractors that are associated with Section 3 covered projects and activities about the requirements of Section 3, to include this Section 3 clause in every contract and subcontract subject to compliance with regulations in 24 CFR part 75, and to ensure that any subcontractors also include this Section 3 clause in their subcontracts for work performed on the project.

The [Awardee/Subawardee/Contractor/Subcontractor(*choose applicable*)] 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 75.

The [Awardee/Subawardee/Contractor/Subcontractor(*choose applicable*)] agrees to maintain hiring and contracting practices to the greatest extent feasible so that 25 percent of the total labor hours expended on the project are by Section 3 Workers, of which 5 percent are by Targeted Section 3 Workers as defined in 24 CFR part 75. As part of these practices, [Awardee/Contractor/Subcontractor (*choose applicable*)] agrees to provide priority consideration to eligible residents and businesses in accordance with 24 CFR Part 75, as applicable. If the [Awardee/Subawardee/Contractor/Subcontractor(*choose applicable*)] is not able to meet this benchmark goal, it must provide a narrative of efforts taken and supporting documentation explaining why it was unable to meet that goal, despite greatest extent feasible efforts taken.

If applicable, the [Recipient/Subrecipient/Contractor/Subcontractor(*choose applicable*)] agrees to notify each labor organization or representative of workers with which the [Awardee/Subawardee/Contractor/Subcontractor (*choose applicable*)] has a collective bargaining or similar labor agreement or other understanding, if any, about its obligation to comply with the requirements of Section 3 and ensure that new collective bargaining or similar labor agreements provide employment, registered apprenticeship, training, subcontracting, or other economic opportunities to Section 3 Workers and businesses, and to post notices in conspicuous places at the work site advising the labor union, organization, or workers' representative of the contractor's commitments under this part.

The [Awardee/Subawardee/Contractor/Subcontractor(*choose applicable*)] agrees to comply with all monitoring, reporting, recordkeeping, and other procedures specified by New York State Homes and Community Renewal and the United States Department of Housing and Urban Development (HUD). The [Awardee/Subawardee/Contractor/Subcontractor (*choose applicable*)] is responsible for providing Section 3 performance metrics and supporting documentation for all its subrecipients, contractors, and subcontractors, as applicable.

Noncompliance with HUD's regulations in 24 CFR part 75 and New York State Homes and Community Renewal's Section 3 policies may result in sanctions, penalties, termination of this contract for default, and debarment or suspension from future HUD assisted contracts