

**REQUEST FOR PROPOSALS
CONSTRUCTION MANAGEMENT SERVICES
FOR THE HOUSING AUTHORITY OF COLUMBUS, GEORGIA**

**RAD1 LIMITED SCOPE REHABILITATION
COLUMBUS, GEORGIA
January 20, 2016**

Advertisement:

REQUEST FOR PROPOSALS
CONSTRUCTION MANAGEMENT SERVICES
FOR THE HOUSING AUTHORITY OF COLUMBUS, GEORGIA

The Housing Authority of Columbus GA is soliciting proposals for:

SOLICITATION TYPE:	Request for Proposal (RFP)
DESCRIPTION:	Construction Management Services
ISSUE DATE:	January 20, 2015
PROPOSAL DUE DATE AND TIME:	February 11, 2016 at 10:00 A.M. EST
PROPOSAL SUBMISSION PLACE:	Housing Authority of Columbus GA 1000 Wynnton Road Columbus, GA 31906
DIRECT INQUIRIES TO:	Verona Campbell Housing Authority of Columbus GA Phone: (706) 571-2800 vcampbell@columbushousing.org

NOTE:

Inquiries must be received by mail or email no later than February 4, 4:00 P.M. Eastern Standard Time. Proposals are held in confidence and not releasable until after contract award.

By submission of a proposal, the offeror agrees, if the proposal is accepted, to enter into a contract with the Housing Authority of Columbus, Georgia (HACG) to complete all work as specified for the contract price and within the contract time indicated in the RFP. The offeror also accepts the terms and conditions of the RFP.

Proposals should be prepared in accordance with the Section "Preparation of Proposal" in the RFP.

Copies of the RFP including Scope of Services, conditions and requirements, may be obtained from the HACG at the address listed above.

Persons requiring special accommodations should immediately contact HACG at (706) 571-2800 Ext 207 or TDD number via the Georgia Relay Center at (800) 255-0056, for Voice messaging, (800) 255-0135.

The HACG reserves the right to accept or reject any or all proposals, or any part of any proposals, and to waive any informalities or irregularities.

The HACG, in accordance with Executive Orders 11625 and 12138, encourages participation by businesses owned and operated by minorities and women.

TABLE of CONTENTS

RFP Advertisement

Table of Contents

Summary of RAD1 Limited Scope Rehabilitation Project

Description/Scope of Services

Term of Service

Terms of Payment

Preparation of Proposal

Evaluation Criteria

Evaluation Plan

General Governing Regulations

Equal Opportunity Employment

Form of Non-Collusive Affidavit

Form of Contract

1. **SUMMARY OF RAD1 REHABILITATION PROJECT AND OBJECTIVES**

- 1.1. HACG is seeking Owner Representation Construction Management Services for the construction period (not pre-construction) to address control of construction time, cost, work scope and quality, and coordination of Owner responsibilities for Resident Relocation.
- 1.2. HACG is converting public housing properties to project based housing under HUD's Rental Assistance Demonstration (RAD) program using Low Income Housing Tax Credits (LIHTC) allocated by the Georgia Department of Community Affairs (DCA). The RAD program allows HACG to convert public housing units to project-based Section 8 rental assisted housing units. The program preserves and improves these properties by enabling HACG to access private debt and equity to address immediate and long-term capital needs. This ensures units will remain permanently affordable to low-income households. Additionally, by converting to a Section 8 platform, residents will have more housing choices with the option to select housing elsewhere.
- 1.3. HACG's RAD1 project currently includes four separate properties in Columbus GA with 583 apartments. The properties and scope of work include:
 - 1.3.1. Wilson Homes, 3400 8th Avenue, 289 apartments, \$12,500,000 budget: add bathrooms to 92 units, add insulation, abate asbestos, replace windows, doors, HVACs, water heaters, floors, plumbing fixtures, kitchen cabinets and counter tops, add facades to buildings, paint interiors and exteriors, repair and resurface streets and sidewalks, reroof all buildings, and add landscaping and amenities to include laundry facility, computer lab, and picnic pavilions.
 - 1.3.2. Nicholson Terrace, 1313 14th Street, 100 apartments, \$4,000,000 budget: limited scope rehabilitation of 100 apartments, abate asbestos, replace windows, doors, HVACs, floors, plumbing fixtures, kitchen cabinets and counter tops, add landscaping, paint interiors and exteriors, reroof building, resurface and repair parking lot and sidewalks, install trash compactor and freight elevator, and improve amenities to include community room and gardens.
 - 1.3.3. E.J. Knight Gardens, 3811 Baker Plaza Drive, 92 apartments, \$4,000,000 budget: limited scope rehabilitation of 100 apartments, replace roofs, windows and doors, plumbing fixtures, kitchen cabinets and counter tops, improve accessible units, resurface and repair streets and sidewalks, and add amenities to include laundry facility, computer lab, and gazebos.
 - 1.3.4. Farley Homes, 1901 Nina Street, 102 apartments, \$5,000,000 budget: add square footage and bathrooms to 88 units, replace HVACs, floors, plumbing fixtures, kitchen cabinets and counter tops, cover stairs leading to buildings, paint interiors and exteriors, repair and resurface streets and sidewalks, and add amenities to include laundry facility, computer lab, and gazebos.

2. **SCOPE OF CONSTRUCTION MANAGER'S RESPONSIBILITIES** include:

- 2.1. Perform services consistent with skill ordinarily provided by construction managers practicing under similar circumstances.
- 2.2. Not to engage in activity, or accept employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

- 2.3. Maintain insurance for the duration of this Agreement to include:
 - 2.3.1. Comprehensive General Liability with policy limits of not less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage.
 - 2.3.2. Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than \$500,000 combined single limit and aggregate for bodily injury and property damage.
 - 2.3.3. Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than the limits.
 - 2.3.4. Professional Liability covering Construction Manager's negligent acts, errors and omissions in performance of services with policy limits of not less than \$1,000,000 per claim and in the aggregate.
 - 2.3.5. Owner certificates of insurance, will be provided to the Owner, showing compliance, and the Owner as additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.
3. **SCOPE OF CONSTRUCTION MANAGER'S SERVICES** include:
 - 3.1. Prepare and periodically update a Project Schedule and a Construction Management Plan for the Architects' review and Owner's acceptance. The Construction Management Plan and Project Schedule will coordinate and integrate responsibilities of the Construction Manager, the General Contractor, Architects, other Owner consultants, Owner's responsibilities for Resident Relocation, and highlight items that could affect the Project's timely completion.
 - 3.2. Prepare and periodically update a Resident Relocation Plan, coordinated with the Owner's desires and Project Schedule, in accordance with DCA and HUD RAD Guidelines.
 - 3.3. Advise the Owner and Architect if it appears that the Cost of the Work may exceed the Owner's budget and make recommendations for corrective action.
 - 3.4. Provide recommendations and information to the Owner regarding Contractor's safety programs.
 - 3.5. Update the Project schedule including phasing of construction, start and end date for work items, ordering and delivery of products, Relocation and occupancy requirements of the Owner.
 - 3.6. Assist Owner in obtaining information and reports regarding applicable requirements for equal employment opportunity programs, HUD Section 3, and Davis Bacon Wage Rate compliance.
 - 3.7. Incorporate the HACG's three (3) construction inspectors in the Construction Management plan.
 - 3.8. Provide administration of the Contracts for Construction in cooperation with the Architect.

- 3.9. Include in the Project Schedule the Owner's Resident Relocation and Unit Occupancy requirements showing portions of the Project having occupancy priority.
- 3.10. **Construction Phase Services** commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment. The Construction Manager will:
 - 3.11. Update and reissue the Project Schedule as required to show current conditions. If an update indicates that the previously approved Project Schedule may not be met, the Construction Manager will recommend corrective action, if any, to the Owner and Architect.
 - 3.12. Conduct bi-weekly meetings with HACG Staff and others, updating the progress of the Rehabilitation work. Prepare and promptly distribute meeting minutes to the Owner, Architect and Prime Contractor(s).
 - 3.13. Strive to obtain satisfactory performance from each Contractor, and recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.
 - 3.14. Monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual and budgeted costs.
 - 3.15. Develop cash flow reports and forecasts for the Project.
 - 3.16. Maintain records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.
 - 3.17. Review and certify the amounts due the respective Contractors, Monthly, as follows:
 - 3.18. Determine payment due and forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect. Certification for payment will constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. Ensure Application for payment includes information and reports regarding applicable requirements for equal employment opportunity programs, HUD Section 3, and Davis Bacon Wage Rate compliance.
 - 3.19. Determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager will have the authority to reject Work that does not conform to Contract Documents and will notify the Architect about the rejection. The Construction Manager will record any rejection of Work in its log and include information regarding the rejected Work in its progress reports to the Architect and Owner. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, and the Construction Manager will give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present.

- 3.20. Review requests for changes, assist in negotiating Contractors' proposals, and submit recommendations to the Architect and Owner for change directives.
- 3.21. Assist the Owner in the review, evaluation and documentation of Claims.
- 3.22. Utilizing the submittal schedules provided by each Contractor, the Construction Manager will prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval. The Construction Manager will review all Shop Drawings, Product Data, Samples and other submittals from the Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval.
- 3.23. Record the progress of the Project. On a monthly basis submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:
- 3.24. Utilizing documents provided by the Contractor, the Construction Manager will maintain at the site one copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager will maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Architect and the Contractor, and upon completion of the Project, deliver them to the Owner.
- 3.25. With the Architect and the Owner's inspectors and maintenance personnel, the Construction Manager will observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.
- 3.26. When the Construction Manager considers the Contractor's Work is substantially complete, the Construction Manager will, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager will assist the Architect in conducting inspections to determine whether the Work is substantially complete.
- 3.27. When the Work is substantially complete, the Construction Manager will confirm the completeness of the project and make a written recommendation to the Architects who will prepare and execute a Certificate of Substantial Completion. The Construction Manager will submit the executed Certificate to the Owner and Contractor. The Construction Manager will coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager will evaluate the completion of the Work of the Contractor and make a written

recommendation to the Architect when Work is ready for final inspection. The Construction Manager will assist the Architect in conducting final inspections.

- 3.28. Forward to the Owner the following information received from the Contractor: (1) certificates of insurance; (2) consent of surety, if any, to reduction in or partial release of retainage or the making of final payment; (3) releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.
- 3.29. The Construction Manager will have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager will not have control over or responsibility for construction methods or safety programs in connection with the Work of the Contractors. The Construction Manager will not be responsible for a Contractor's failure to perform in accordance with Contract Documents. The Construction Manager will be responsible for the Construction Manager's negligent acts or omissions, but will not be responsible for acts or omissions of any other persons or entities performing portions of the Work.
- 3.30. Coordinate Resident Relocation in accordance with the Relocation Plan.
4. **TERM OF SERVICE:** One (1) year from Notice to Proceed, and two (2) option years if approved by HACG.
5. **TERMS OF PAYMENT:** Payment will be net 30 days upon receipt of invoice and subject to HACG approval.
6. **PREPARATION OF PROPOSAL:**
 - 6.1. Submit one (1) original and three (3) unbound copies.
 - 6.2. Proposals may be withdrawn by written request prior to the deadline for receiving proposals. After that time, proposals will be open for acceptance and cannot be withdrawn for a period not to exceed thirty (30) calendar days from the date proposals are received.
 - 6.3. Proposals from interested firms must include and/or clearly demonstrate:
 - 6.3.1. The capability to perform the desired services.
 - 6.3.2. Experience in construction management of projects of similar scope and complexity. Provide the names, qualifications, and resumes of specific Individuals directly providing the services under this RFP, and resumes for support staff to include schedule of hourly rates.
 - 6.3.3. Proposed methodology and milestones for accomplishing the proposed services.
 - 6.3.4. Proposal shall include a lump sum fixed fee that includes reimbursable expenses, and schedule of fees or statement of clarification for any Additional Services not included in the lump sum fixed fee. Also include a schedule of hourly salary rates and schedule for reimbursable expense rates for Additional Services.

- 6.3.5. Proof of current certificate of Professional Liability Insurance Policy in the amount of \$1,000,000.00.
- 6.3.6. The completed Non-Collusive Affidavit form on page.
7. **EVALUATION CRITERIA:** The HACG will award a contract to the firm with the most responsive proposal, which best meets the needs of the Authority.
- 7.1. Proposals will be reviewed for compliance with submission requirements. Proposals not meeting the submission requirements will be determined as non-responsive. Responsive proposals will be evaluated based on the following:
- 7.2. Experience. The HACG will attach great importance to the proposing firm or individual's actual experience in providing the proposed services. The experience and qualifications of the personnel who directly provide the services will be evaluated.
- 7.3. Capacity. Evidence of the firm's ability to perform the required services in the designated time.
- 7.4. Price. Reasonableness of proposed cost to the Authority from providing the required services.
- 7.5. Equal Opportunity and Section 3 requirements, participation, and experience.
- 7.6. Each evaluation factor carries a relative weight. The weight of each evaluation factor listed above is defined in the Evaluation Plan below. Best and final offers may be requested from the offerors who are rated in the competitive range. Highest Possible Score: 100.
- 7.7. Negotiations may be conducted with offerors who submit responsive and responsible offers.
- 7.8. EVALUATION PLAN: Each representative on the evaluation committee will rate each proposal received, according to the evaluation criteria and point system listed below.

Points Available	Criteria	Description of Criteria
40 points	Experience and Capacity	<p>The degree to which the firm demonstrates:</p> <ul style="list-style-type: none"> • Successful experience in construction management of projects of comparable size and complexity in; • Familiarity with DCA LIHTC projects in Georgia. • Equal Opportunity and Section 3 requirements experience.
20 points	Experience and Capacity of Management Team	<ul style="list-style-type: none"> • Cohesion of the team, as demonstrated by experience working together. • Degree to which members of team demonstrate successful experience in their respective disciplines as required for the construction management of projects of comparable size and complexity. • Degree of team's familiarity and experience with state or local rules, practices, conditions or personnel that are important to the effective accomplishment of the project.

25 points	Price	
15 points	Completeness of Proposal	<ul style="list-style-type: none"> • The extent to which Proposal conforms to requirements of the RFP.

8. **GENERAL:**

- 8.1. The HACG reserves the right to accept or reject any or all proposals, waive technicalities, and to award the contract in the best interest of the HACG.
- 8.2. No member, officer, employee of HACG shall during his/her tenure or for one (1) year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

9. **GOVERNING REGULATIONS:**

- 9.1. All work and services will be implemented in accordance with the rules and regulations of the HUD RAD program, the GA DCA Qualified Allocation Plan (QAP), Federal Procurement Regulation 24 CFR 85.36, and the HACG Procurement Policy.
- 9.2. **EQUAL OPPORTUNITY EMPLOYMENT:** Each firm or individual shall certify compliance with all applicable Equal Employment Opportunity requirements governing contracts of this type.

FORM OF NON-COLLUSIVE AFFIDAVIT

(Prime Bidder)

State of

County of

being first duly Sworn deposes and says:

That he is (the Bidder) (a Partner) (an Officer) of the party Making the foregoing proposal of bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the HOUSING AUTHORITY OF COLUMBUS, GEORGIA or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of:
Bidder, if the bidder is an Individual

Partner, if the bidder is a Partnership

Officer, if the bidder is a Corporation

Subscribed and sworn to before me This day of _____, 2016.

My Commission Expires:

FORM AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This AGREEMENT entered into the ___ day of _____, 2016, between
Housing Authority of Columbus, Georgia 1000 Wynnton Road Columbus, GA 31906
Hereinafter referred to as "Authority" And Consultant's Name Address City, State ZIP

Consultant has been selected by the Housing Authority of Columbus, Georgia (HACG) pursuant to a Proposal in response to the Request for Proposal, Construction Management Services, issued by HACG in January 2016.

The parties agree as follows:

SCOPE OF SERVICES

Consultant shall provide all services as described in Exhibit "A", "Request for Proposal" dated 20 Jan 2016, attached hereto and made a part hereof. Exhibit "A" shall include the services requested in the RFP as modified during negotiations. Fees will not exceed the amounts estimated in the Exhibit "B" Proposal without prior written authorization of Authority.

If authorized in advance in writing by Authority, additional services required of the Consultant shall be compensated based on amounts and methods contained in the authorization. Failure to obtain prior written authorization for any item of additional services will render these services ineligible for compensation by Authority.

Expenses for travel, lodging, reproduction, courier, and communication charges shall be included in the fixed fee lump sum price in Exhibit "B".

PAYMENTS

Consultant shall prepare and submit invoices of the Consultant's and all Sub-consultant's work at the completion of each phase, in a form acceptable to the Authority. Payment of Consultant invoices shall be made within thirty (30) calendar days of the submission of the invoice.

SCHEDULE

Consultant shall perform all services of this Agreement in a timely manner so as not to cause any delays in the progress of the work, in accordance with the approved project schedule, based on the completion times stated in the "Scope of Services" section of the RFP.

Consultant will not be held responsible for delays caused by others or due to circumstances beyond the control of the Consultant.

TERMINATION

Either party may, without cause, terminate this Agreement at any time upon providing the other party with thirty (30) days written notice. In the event of such termination, Authority shall pay Consultant for all services satisfactorily performed up to the date of termination. Authority is entitled to use all the work and products performed by the Consultant to the date of termination for completion of the Project.

Authority may terminate this Agreement for cause at any time, if, in the opinion of Authority, the Consultant's performance of any of the services of this Agreement is unsatisfactory. In this event, Authority will provide written notification of termination to the Consultant and will permit the Consultant, within thirty (30) days from the date of such notice, to rectify the unsatisfactory performance. If the Consultant has not rectified the unsatisfactory performance within that time, this Agreement will be deemed terminated. Upon such termination Authority will pay for all portions of the Consultant's work deemed satisfactory up to the date of the notice to terminate, minus all costs or expenses that Authority might incur in completing the services of the Consultant or are in any other way attributable to Consultant's default.

Consultant shall not be entitled to any other payment. Authority is entitled to use all the work and products performed by the Consultant to the date of termination for completion of the Project.

RULES AND REGULATIONS

Consultant shall comply with all applicable laws, ordinances, and codes of the Federal Government, the State of Georgia, and local governments having jurisdiction.

USE AND OWNERSHIP OF DOCUMENTS

Original work, such as reports, drawing, specifications and other documents, produced by the Consultant pursuant to this Agreement will remain the property of the Consultant, however, the Consultant may not use this work for any purpose not relating to the Project without the consent of Authority. Upon completion of the services of this Agreement, or earlier termination, the Consultant shall furnish Authority with one complete set of reproducible record prints and computer files. All such reproducible record prints and computer files shall be property of Authority who may use them without the Consultant's permission for any proper purpose relation to the project, including, but not limited to, any future work or completion of the Project.

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated Agreement for the services contained herein for the Project between the Housing Authority and the Consultant and superseded all prior negotiations, representations or agreements, either written or oral.

This Agreement may be amended only by written instrument signed by both Authority and Consultant.

If any part or parts of this Agreement is found not to be legally enforceable under a particular circumstance, then that portion shall be deleted for such circumstance and all other parts remain in effect.

SUCCESSOR AND ASSIGNS

Authority and the Consultant each binds itself, its successors, legal representatives, agents, and assigns to each other to this Agreement. Neither Authority nor the Consultant shall assign, sublet or transfer their interest in this Agreement without the written consent of the other.

This Agreement entered into as of the day and year first written above.

THE HOUSING AUTHORITY OF COLUMBUS, GEORGIA

WITNESS BY: _____

Title: _____

WITNESS By: _____

Title: _____