



Request for Proposal

RFP # 17/10

CONSTRUCTION MANAGEMENT SERVICES

August 2010

Housing Authority of the County of Santa Clara
505 West Julian Street
San Jose, California 95110-2300
(408) 275-8770

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REQUEST FOR PROPOSAL FOR CONSTRUCTION MANAGEMENT SERVICES

1. INTRODUCTION

The Housing Authority is in the process of disposing of six (6) public housing complexes by sale to one or more California Limited Tax Credit Partnerships (hereinafter collectively referred to as Owner), so that the Authority's complexes will become privately owned affordable housing complexes. The Housing Authority will use funds raised in the disposition process to rehabilitate and modernize the affordable housing complexes, and administer these construction projects on behalf of the Owner through its Real Estate Services Department, 100 Great Oaks Blvd, Suite B, San Jose, CA 95119. Because the project involves limited, tax-exempt funding, schedule and budget considerations are paramount.

2. BACKGROUND

HACSC is seeking proposals from qualified firms to provide Construction Management and Inspection Services for the renovation of the six (6) public housing complexes. The selected firm will provide construction phase services in accordance with the guidelines, standards and limitations contained in the Scope of Services, Attachment A, attached hereto and incorporated herein.

The HACSC has selected three general contractors to perform the work. The projects are located in different jurisdictions, demonstrated experience and familiarity with those permitting agencies is preferred.

3. PROPERTY DESCRIPTIONS

Sunset Gardens Project

Sunset Gardens is located at 7750 Wren Avenue in Gilroy and includes 76 units for senior and disabled households on 6.09 acres. It was built in 1983. There are nineteen single-story garden-style buildings, each made of wood and covered with stucco. It has 71 one-bedroom units and five two-bedroom units, and also includes a manager's office / clubhouse and a laundry room. There are 52 open parking spaces.

Cypress Gardens Project

Cypress Gardens is located at 3555 Judro Way in San Jose and includes 125 units for senior and disabled households on 2.39 acres. It was built in 1984. The structure is a single two- and three-story garden-style wood frame building on a concrete slab. It has 115 one-bedroom units and 10 two-bedroom units, and also

includes a front lobby, an office, a recreation room with a kitchen, and a laundry room. There is a single entrance, and two elevators serve the upper floors. There are 36 open parking spaces.

Lenzen Gardens Project

Lenzen Gardens is located at 893 Lenzen Avenue in San Jose and includes 94 units for senior and disabled households on 1.82 acres. It was built in 1983. The structure is a single three-story garden-style wood frame building on a concrete slab. It has 90 one-bedroom units and four two-bedroom units, and also includes a front lobby, an office, a recreation room with a kitchen, a computer room, and a laundry room. There is a single entrance, and two elevators serve the upper floors. There are 30 open parking spaces.

Lucretia Apartments Project

Lucretia Apartments is located at 2044 Lucretia Avenue in San Jose and includes 16 units for family households on one acre. It was built in 1994. There are two garden-style buildings, each with two stories, made of wood and covered with stucco. Each of the 16 units has three bedrooms and one-and-a-half baths and includes interior hookups for a washer and dryer. The complex has 32 open parking spaces.

Julian Gardens Project

Julian Gardens is located at 319 N. 8th Street in San Jose (which is within a 2009 Qualified Census Tract) and includes nine units for family households on 0.43 acres. It was built in 1994. There are two garden-style buildings, each with two stories, made of wood and covered with stucco. Each of the nine units has three bedrooms and one-and-a-half baths and includes interior hookups for a washer and dryer. The complex has 16 open parking spaces.

Miramar Apartments Project

Miramar Gardens is located at 3761 Miramar Way in Santa Clara and includes 16 units for family households on 0.37 acres. It was built in 1960. The structure is a single two-story garden-style wood frame building with a stucco exterior. It has eight one-bedroom units and eight two-bedroom units, and also includes eight enclosed tuck-under carport spaces, eight tuck-under parking spaces, and a laundry room

4. SCOPE OF SERVICES

See Attachment 1, Scope of Services.

5. PROJECT TEAM

a. Owner Project Managers:

Sunset Gardens Apartments- Cynthia Iwanaga
Cypress Gardens- Josiah Denmark
Lenzen Gardens- Orlando Reyes-Rodas
Lucretia Gardens- Cynthia Iwanaga
Julian Gardens- Orlando Reyes-Rodas
Miramar Apartments- Josiah Denmark

b. General Contractors:

- i. Brown Construction
- ii. Segue Construction
- iii. Arbor Building Group

5. CONSULTANT QUALIFICATIONS

HACSC will evaluate the proposals submitted, and select the most qualified consultant for the project. The proposals will be evaluated based upon several factors. These factors include the format , organization, and presentation of the proposal, qualification and experience of the project staff, and the experience in the processes and the procedures of the applicable regulations. HACSC will consider the following factors:

- a. Completeness of the Proposals.
- b. Project understanding, scope and approach to manage the project efficiently.
- c. Experience in managing similar projects.
- d. Experience and qualifications of the firm, and project team members.
- e. Experience in Contract Procedures, requirements, laws and construction claims.
- f. Team Approach: Indicate your firm's approach to providing the services elements
- g. References and performance records of a successful completion of comparable residential rehabilitation projects.

6. SUBMITAL REQUIREMENTS

Firms wishing to respond to this RFP must respond as indicated in these instructions and requirements. The nature and form of response is at the responder's discretion. The following information is required:

- a. Name, title, address, telephone number, fax numbers and E-mail address of the person to who correspondence should be directed.
- b. Team Composition. Provide resumes of key individuals. Identify staff to be assigned and certify immediate availability for the requested Services.

- c. Provide evidence of successful completion of comparable residential rehabilitation projects. Indicate experience of the Cost Estimating and Scheduling staff on similar projects.
- d. Team Approach. Indicate your firm's approach to providing the Services elements described above.
- e. Staffing Plan and Fee for Services. Provide a staffing plan for completion of the work. Indicate hourly rates of the staff, the hours estimated to complete the process tasks (Construction Management, Inspection Services), and a total cost for the Proposed Services. Include all meetings, staff time, coordination, and all required project expenses in your total cost.
- f. Information, technical approach with details on past relevant projects that key staff completed.
- g. List of major issues and concerns in completing the project within stated time and budget considering review of Construction Documents.
- h. One (1) original and three (3) bound copies are due to HACSC office, located at 100 Great Oaks Blvd, Suite B, San Jose CA, 95119 no later than 2:00PM September 2, 2010.

7. CONSULTANT SELECTION PROCEDURE AND CRITERIA

Selection by the HACSC will be based upon:

- a. **Experience.** Comparable, demonstrated experience of the team in providing On-Site Construction Management for local (Santa Clara County, San Jose, Gilroy) housing modernization projects.
- b. **Team Composition.** Experience of the team, previous successful projects with the proposed team members.
- c. **On-Time & On-Budget performance on previously completed projects.** Demonstrated ability to meet HACSC goals for budget and schedule for complex, housing modernization projects.
- d. **Compatibility with the General Contractor/Owner Teams.** Previous successful work with the General Contractors, and ability to develop and foster a team-based approach to Construction Administration Project Management.
- e. **Cost of Services.** Cost of services, anticipating all tasks required to complete the proposed work.

A Review Board (Panel) will be appointed by the Director of the Real Estate Services. The identity of the Panel will not be revealed at any time of this selection process.

8. SCHEDULE OF EVENTS

Issue RFP	August 9, 2010
All questions & clarification submitted.....	August 19, 2010
Deadline for Response.....	2:00 p.m. PST on September 2, 2010

Respondents may request clarification to this RFP only by submitting a written request via email to rener@hacsc.org with a copy to cynthiai@hacsc.org. All questions must be received in writing no later than COB August 19, 2010. A list of the questions asked and the answers will be posted on our website and available for review by all potential applications by August 24, 2010.

9. TERMS AND CONDITIONS:

Withdrawal of RFP:

Proposals may be withdrawn before and after the RFP submittal deadline by submitting a written request to the Contact Person. Re-submittal before the RFP submittal deadline can be made, however, they may not be re-submitted after the deadline.

HACSC reserves the right to reject any and all proposals, to waive any technicalities, informalities and irregularities, to accept or reject all or part of the proposal, and to be the sole judge of the suitability of the proposals offered.

RFP Costs:

All costs incurred in the preparation and presentation of the RFP shall be completely absorbed by the responding party to the RFP. All documents submitted as part of the RFP will become property of the HACSC. Requests for specific material to be returned will be considered. Any material submitted that is confidential must be clearly marked as such

Attachments:

Attachment A Scope of Services
Attachment B Project Data
Attachment C Non-Collusion Affidavit
Attachment D Insurance Requirements

Housing Authority Contacts:

The designated individual responsible for coordination of the RFP is Rene Regino, Director of General Services. Any questions relating to this RFP should be directed to Rene Regino at (408) 361-4610, email address rener@hacsc.org.

ATTACHMENT A SCOPE OF SERVICES

Consultant will provide construction phase services in support of the Owner's rehabilitation of six housing projects at the following locations by three separate construction contractors:

Consultant will generally administer the construction contracts and provide all services needed to support and facilitate the Work per the plans and specifications prepared by the Owner's Architect of Record, Allana, Buick and Ber ("Contract Documents"). Consultant will be required to coordinate with the Owner's Architect of Record and Contractors as needed to maintain the Project's schedule and budget.

The Consultant shall act with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor.

Construction Phase

1. Consultant shall attend weekly progress meetings and shall visit each Project site at intervals appropriate to the stage of construction. Consultant shall review Contractor's meeting minutes from weekly site meeting. Consultant shall become generally familiar with the progress and quality of the Work and shall determine, in general, if the Work is proceeding in accordance with the Contract Documents. Consultant is not required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.
2. On the basis of such on-site observations, Consultant shall keep Owner informed of the date and time of each visit, the specific Work observed, and of the progress and quality of the Work, and shall advise the Owner of defects and deficiencies in the Work of the Contractors.
3. Consultant shall immediately inform Owner when Consultant observes work, which does not conform to the Contract Documents. When Consultant's observations so indicate, Consultant shall recommend special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is then fabricated, installed or completed.
4. Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractors, Subcontractors, or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.
5. Consultant shall at all times have access to the Work. All written communications with the Contractor shall be through the Owner's Project Manager.

6. Consultant shall promptly review the Contractors' requests for information, submittals, and substitutions (collectively "Contractor Documents"), and shall, no later than the next business day evaluate for completeness as required by the Contract Documents. If the Contractor Document is complete, Consultant shall immediately forward to the Architect for action. If the Contractor Document is not complete, or can be readily addressed by reference to the Contract Documents, Consultant shall return the Document to Contractor with a written statement of what is needed to complete the Document or with reference to the Contract Documents that respond to the issue. Consultant shall monitor the Architect's response and advise the Architect when the expiration of the 14 day review period is imminent. Consultant shall maintain a log of all Contractor Documents and Owner/Architect/Consultant responses thereto
7. Consultant shall review potential Change Orders, Architects responses to Contractor request for information and Field Modifications and make recommendations to the Owner regarding approval in accordance with the Contract Documents.
8. Consultant shall conduct observations and attend progress site walk-through to assist Owner in determining Substantial Completion and Final Completion of the Construction Work. Consultant shall review the Architect's punch list, add items identified for correction by Owner and provide to the Contractor as one list. Consultant shall coordinate the Substantial and Final Completion inspections and re-inspections with the Contractor, Owner and Architect. Consultant shall review records, written warranties and related documents required to be submitted for Final Completion.
9. Consultant shall maintain all Project correspondence, review and collect daily reports (force account), review Contractor schedules and maintain a log of weather conditions that affect the Work.
10. Based on the Consultant's observations and evaluations of each Application for Payment, the Consultant shall review the amounts due the Contractor within five (5) calendar days of receipt. The Consultant's review shall constitute a representation to the County that, to the best of the Consultant's knowledge, information and belief, the Work has progressed to the point of completion indicated and that the quality of the Work is in accordance with the Contract Documents. The Consultant's review shall be based on site observations, and on the information in the Application for Payment.
11. Consultant shall analyze Contractor claims, disputes or other matters in question between the County and the Contractor

ATTACHMENT B

PROJECT DATA

Anticipated construction schedule, and estimated construction cost for each sites.

<u>Property</u>	<u>Schedule</u>	<u>Est. Construction cost</u>
Lenzen Gardens 893 Lenzen Ave San Jose, CA 95128	12 months	\$5.7 mil
Cypress Gardens 3555 Judro Way San Jose, CA 95117	12 months	\$6.9 mil
Sunset Gardens 7750 Wren Avenue Gilroy, CA 95020	13 months	\$5.5 mil
Lucretia Gardens 2020 Lucretia Avenue San Jose, CA 95122	8 months	\$1.6 mil
Julian Gardens 319 North 8 th Street San Jose, CA 95112	8 months	\$1.2 mil
Miramar Apartments 3761 Miramar Way Santa Clara, CA 95050	7 months	\$1.4 mil

ATTACHMENT C

Non-Collusion Affidavit

I, _____, an authorized agent/representative of _____ attest that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a false or sham RFP, and has not directly or indirectly colluded, conspired, connived, or agreed with any Offeror or anyone else to put in a sham RFP, or that anyone shall refrain from proposing; that the Offeror has not in any manner, directly or indirectly sought by agreement, communication or conference with anyone to fix the RFP price of the Offeror or any other Offeror, or to fix any overhead, profit, or cost element of the RFP price or of that of any Offeror, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the RFP are true; and further, that the Offeror has not, directly or indirectly, submitted his/her RFP price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof, to effectuate a collusive or sham RFP.

I, the undersigned, hereby certify that I have read and understand this **Non-Collusion Affidavit** and guarantee complete compliance with all the terms, conditions and stipulations.

BY _____
Authorized Signature of Offeror Date _____

ATTACHMENT D

INDEMNIFICATION & INSURANCE REQUIREMENTS

Indemnity

A. As respects professional liability:

The Consultant shall indemnify, defend and hold harmless the Julian Street Partners, LLP ("Owner"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement due to the willful or negligent acts, errors or omissions of Consultant and/or its agents, employees or sub-consultants, excepting only to the extent loss, injury or damage caused solely by the willful or negligent acts or omissions of personnel employed by the Owner HACSC to the maximum extent allowed under Civil Code Section 2782.8. The Consultant shall reimburse the Owner for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Consultant is obligated to indemnify, defend and hold harmless the Owner under this Agreement.

B. As respects other liability:

The Consultant shall indemnify, defend, and hold harmless the Owner, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Consultant and/or its agents, employees, or sub-consultants, excepting to the extent loss, injury or damage caused solely by the acts or omissions of personnel employed by the Owner HACSC to the maximum extent allowed under Civil Code Section 2782.8. The Consultant shall reimburse the Owner for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Consultant is obligated to indemnify, defend and hold harmless the Owner under this Agreement.

Insurance

Without limiting the Contractor's indemnification of the Owner, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In

addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting Owner department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the Owner. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the Owner's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified Owner insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the Owner or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate- \$2,000,000
 - c. Personal Injury - \$1,000,000
2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Personal Injury liability
 - c. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the Owner:

Additional Insured Endorsement, which shall read:

Julian Street Partners, L.P., a California Limited Partnership
100 Great Oaks Blvd. 2nd Floor
San Jose, CA 95119

Avenida Espana HDC, Inc.
100 Great Oaks Blvd. 2nd Floor
San Jose, CA 95119

PNC Bank, N.A., its successors and/or assigns
Columbia Housing/PNC Institutional Fund XX, L.P., its successors and/or
assigns
Columbia Housing SLP Corporations
121 SW Morrison, Suite 1300
Portland, OR 97204-3143

JPMorgan Chase Bank, NA, any and all subsidiaries ATIMA and ISAOA.
Chase Commercial Real Estate Loan Administration
700 North Pearl Street, Floor 07
Mail Code TX1-2625
Dallas, TX, 75201-7424, United States

Prudential/Freddie Mac, its successors and/or assigns

Housing Authority of the County of Santa Clara
505 W Julian
San Jose, CA 95119

Property Management Inc.
100 Great Oaks Blvd. 2nd Floor
San Jose, CA 95119

Board of Commissioners
Housing Authority of the County of Santa Clara
505 W Julian
San Jose, CA 95119

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the Owner, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance (N/A)

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage shall include contractual liability coverage.
- d. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

7. Claims Made Coverage

If coverage is written on a claim made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions

The following provisions shall apply to this Agreement:

- 1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the

Owner or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

2. The Owner acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the Owner upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The Owner reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

If you have any questions regarding insurance requirements please contact:

Ridvana Perdue
Risk Control Manager
Housing Authority of the County of Santa Clara
Email: ridvanap@hacsc.org
Tel (408) 361-4631