

August 9, 2019

**Request for Proposals
RFP#19-001 General Contractor**

NEW CONSTRUCTION
Permanent Supportive Housing
7900 E. Colfax
Denver, Colorado 80220

Issued by:

Brothers Redevelopment, Inc.
2250 Eaton Street Suite B
Edgewater, Colorado 80214

www.brothersredevelopment.org

Jeff Martinez, President

jeff@brothersredevelopment.org



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Contact

Yvonne Duvall, Compliance Director

- yvonne@brothersredevelopment.org
- 303-685-4228

Questions

Sunday, September 1, 2019

- All Questions must be submitted in writing
- **Questions are due by 11:59pm MST,**
- Responses will be posted online by 9/5

Proposal Deadline

Friday, September 13, 2019

- **Due 3:00pm MST**
- Brothers Redvelopment, Inc.
2250 Eaton St, Lvl B
Edgewater, CO 80214
Attn: Yvonne
- Submit 3 hard copy proposals AND 1 thumb drive

Interviews

Friday, September 27, 2019 9-4pm

7900 E. Colfax Permanent Supportive Housing

Brothers Redevelopment, Inc. (BRI) is a Denver based non-profit organization that provides housing and a variety of housing-related services for the region's low-income, elderly and disabled residents.

Through an RFP process in 2018, the City of Denver selected BRI to meet critical goals and values outlined in the Housing an Inclusive Denver Plan ("Comprehensive Housing Plan) to increase housing opportunities on East Colfax Avenue and to strengthen neighborhood stabilization. The Housing an Inclusive Denver Plan calls for the City to "leverage publicly owned land for affordable housing development." The objective of the RFP was to identify a qualified development partner(s) to purchase the Property and construct a successful permanent supportive housing (PSH) project that serves residents experiencing homelessness, associated with the affordability goals set forth in the City's Comprehensive Housing Plan. This project will be 100% PSH, a total of 72 units in one building with four stories including 47 1-bedroom units, 19 2-bedroom units and 6 3-bedroom units. It will serve individuals and families who are very low-income, disabled and who have co-occurring disorders, such as brain injury, substance use disorder and/or mental illness.

The Brain Injury Alliance of Colorado (BIAC) will be the principal service provider. BIAC is the 'go-to' resource for help and services for survivors of an injury to the brain, their families, and providers. Through guidance, resources, support, and education, they seek to engage with Coloradans in the lifelong growth of those affected by an injury to the brain. Brain injury affects the whole person, including changes in the physical, emotional, and cognitive areas of the body. These changes can impact how a person reacts to his or her daily life, including school and work, and how finances are managed. Relationships and a person's well-being are determined by how well he or she can manage these challenges.

The proposed project will include significant community engagement processes and structures to ensure that this project serves as an integral part of and good neighbor to the East Colfax neighborhood.

Request for Proposal

Brothers Redevelopment, Inc. (BRI) is requesting proposals from qualified, licensed, and insured entities to provide Construction Management / General Contractor (“CM/GC”). The successful proposal team will provide the ideal qualifications, demonstrated experience, highest level of innovation, and team synergy within a defined price structure.

CONSTRUCTION MANAGEMENT SERVICES & FEES

BRI seeks to enter into a contractual agreement for the services listed below. BRI’s preferred method of calculating project fees is described below.

1. Design Process

Participate in concept development and provide initial cost estimate based on initial design for LIHTC application purpose. The GC will assist BRI and architect with implementing the project design, determining construction specifications and developing a project budget to ensure BRI reaches the construction goals and fiscal requirements for the property. All improvements will be designed and constructed to meet or exceed Enterprise Green Communities Criteria.

2. Cost Modeling

Prepare cost model and project cost estimates based on agreed upon scope of work. Assist BRI with design analysis and value engineering to maximize efficient use of budget. We anticipate the need for a conceptual budget as soon as possible upon award, with updates at Schematic Design, Design Development and potentially upon log-in for building permit.

3. Construction Scheduling

Prepare a detailed schedule of construction activities including any necessary phasing and a comprehensive draw schedule.

4. Bid Process

General administration of bid process including:

- a. Provide and document competitive pricing from a minimum of three subcontractors for all categories to be bid for construction, including substantiating that self-performed work is competitively priced.
- b. Provide all subcontractor qualifications, solicitation and bid package.
- c. Provide definition of “Scope of Work” to be included in bids sought from subcontractors and suppliers.
- d. Provide coordination of public advertisements and pre-qualification for bids.
- e. Prepare bid and qualification forms.
- f. Prepare final bid tabulation and review bids with BRI’s development team prior to awarding sub-contracts.
- g. Prepare all costs to be included in the Guaranteed Maximum Price (GMP) for the project. Costs shall be reviewed with BRI prior to establishing final GMP.
- h. Permits: Obtain necessary planning and building permits.
- i. Contracting: Contract with all approved subcontractors.

5. Construction Management

- a. Oversight and management of all construction activities, sub-contractors, and suppliers for project.
- b. Preparation of construction monthly loan draws and final lien waivers.
- c. Coordinate construction scheduling with BRI staff.
- d. Obtain permits, inspections and certificates as required by City of Denver building and planning department.
- e. Ensure compliance with Enterprise Green Communities criteria for new construction.
- f. Project is subject to the Davis Bacon Act. GC is responsible for full compliance with the Federal labor standards requirements.
- g. Project is subject to Section 3 regulations. GC is responsible for full compliance with all Section 3 requirements.
- h. Preconstruction meeting with BRI and Grantee.

GUARANTEED MAXIMUM PRICE

BRI desires to negotiate contract conditions and terms with the selected GC using the AIA Document for a standard stipulated sum between Owner and General Contractor, plus applicable addenda. A competitive bid process will be conducted by the selected GC. A Guaranteed Maximum Price (GMP) will be established for the Project once the final design and scope of work have been established. Upon BRI acceptance, the GMP will be incorporated into the Agreement.

For the purposes of accurately comparing proposals submitted to BRI, fees to be included in each category are described below. The categorization of fees is not intended to exclude any services or costs customarily included in the General Conditions or General Requirements. In the event that negotiations regarding a GMP do not result in a signed Agreement, any and all project documents, including but not limited to specifications, drawings, bid documents, surveys, plans, etc. developed for this project shall become the property of BRI.

PRE-CONSTRUCTION SERVICES

Pre-construction services shall be provided under this agreement. As mentioned above, the selected Contractor shall assist the development team with budgeting, phasing and other design considerations that may affect the quality, cost or scope of the work.

CONSTRUCTION FEES

For purposes of responding to the RFP, the General Contractor Fee and the General Conditions/ General Requirement Fees shall be determined upon a fixed fee basis. Once the GMP for the project is established the General Conditions and General Requirement Fees shall be provided in an itemized breakdown to be included in the Schedule of Values as a line item amount. While the List is not meant to be complete or inclusive, specific items to include in each category are defined below:

1. General Contractor Fee

- a. All items identified in Article 6.2 “Costs Not to be Reimbursed” of AIA Document A12 / GC.
- b. Scheduling during construction.
- c. Accounting and payroll during construction.
- e. Organization of and issuance to owner of all “As-Built Drawings” and Operating & Maintenance Manuals.
- f. Mailing and shipping of shop drawings and samples.
- g. Printing required by GC.
- h. Equipment maintenance costs.
- i. GC profit.

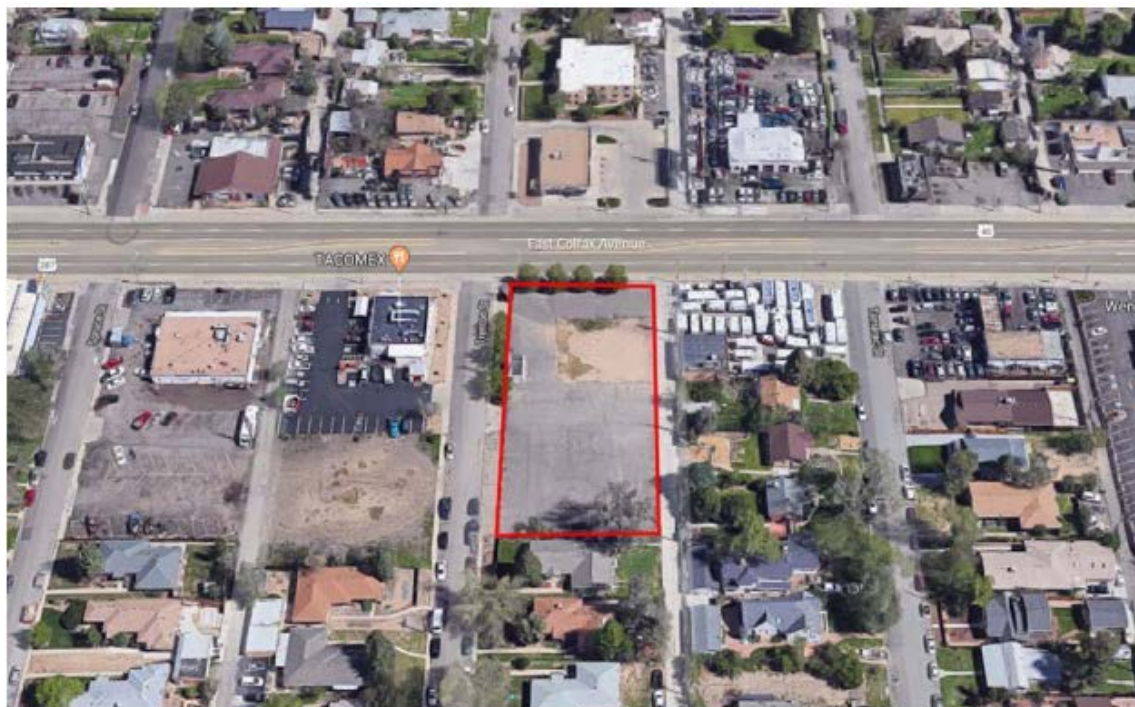
2. General Conditions / General Requirements

- a. Licenses.
- b. Administration Project Management.
- c. All insurance except Builders’ Risk and Professional Liability Insurance.
- d. Insurance to cover contents / personal property of residents during scheduled work.
- e. Trash dumpsters.
- f. Temporary Fencing.
- g. Truck expenses.
- h. Transportation & freight related to project materials.
- i. Construction office.
- j. Maintenance of record drawings.
- k. General weekly clean-up labor costs, street cleaning.
- l. Photographs.
- m. Storage trailer.
- n. Communications.
- o. Printing of drawings.
- p. Small tools & equipment.
- q. Material deliveries.
- r. Safety, OSHA monitoring, security and traffic control.
- s. General on-site Superintendent and staff and burden.
- t. Job-site office equipment or supplies including bottled water.
- u. Temporary toilets.
- v. Final clean costs.
- w. Temp utilities.
- x. Storm Water Prevention.
- y. Contractors contingency.
- z. Temp signage.

3. Builders’ Risk, Professional Liability Insurance, Payment and Performance Bond & Permit Fees

The costs of Builders' Risk Insurance, Professional Liability Insurance, Payment and Performance Bond and all permit fees shall be calculated outside of the General Contractor and General Conditions / General Requirements fees. The cost of these items shall be determined at the time the GMP is established. General Contractor will be required to post P & P bond that meets the requirements of the lender and investor for the project.

I. PROJECT INFORMATION



Please note that candidates may 'drive by' the site before Sept. 1, but cannot enter the site per the City of Denver agreement.

The property is located in the East Colfax neighborhood at the southeast intersection of East Colfax Avenue and Trenton Street. The property is currently vacant. A former bar on this site was demolished in 2011. The zoning will allow for the property to be redeveloped with a mix of residential and commercial uses up to 5 stories. Seventy-two units of permanent supportive housing. The target population is households earning up to 30% of Area Median Income.

Funding

Funding sources include:

- Federal Low Income Housing Tax Credit
- HOME funds
- NSP funds
- CDBG funds
- First Mortgage
- Deferred Developer Fee

Design Team

- Owner/Developer: Brothers Redevelopment, Inc. (Denver, CO)
- Development Consultant: Solvera Advisors (Denver, CO)
- Architect: Shopworks Architecture (Denver, CO)
- Landscape Architect: Flow Design (Denver, CO)
- Civil Engineer: Ware Malcomb (Denver, CO)
- Structural Engineers: ESS Engineering (Denver, CO)
- Energy Modeling: Group 14 Engineering (Denver, CO)

Site Plan

- Interior Green Space including;
 - Rooftop patio.
- Landscaped grounds with internal walkways and fencing.

Parking

- Ground level, podium parking structure including 54 total parking spaces.

Buildings Information

- One, four-story elevator serviced building including;
 - Leasing office/computer offices
 - Community room
 - Commercial space
 - Services offices
 - 72 Apartment Units on Level 2-4
 - Two elevators
 - 3 stair cores

- Trash/Recycle Chute
- Gross Building: 86,000 SF
Gross Leasable Area: 65,000 SF

Bedroom and Unit Mix

- 72 total units
- 47 one-bedroom/1 bath
- 19 two-bedroom/1 bath
- 6 three-bedroom/2 bath

Unit Description

- 1-bdrm/1 ba: 525sf average
- 2-bdrm/1 ba: 820 sf average
- 3-bdrm/2 ba: 1,090 sf average

Architecture

- Transitional style with flat roofs and internal roof drains
- Material include a mix of brick, stucco and siding in accordance with Denver's Zoning Code

Attached for reference are the conceptual massing model plans and perspectives as well as the building statistical matrix.

Construction Scope

7900 Colfax includes one building with a total of 65,000 square feet. The building will be type V-A wood-frame construction with NFPA 13 sprinkler system. The residential areas will have R-2 occupancy and the Common areas will be type B and A-3 occupancy.

Green Building

An important goal of BRI in this project is to incorporate as many sustainable building technologies and products as possible. The ideal GC will be familiar with the Enterprise Green Communities. BRI intends to self-certify under EGC, LEED certification is not required.

Proposed Project Timeline

BRI intends to have the project completed before Summer 2022.

2019

8/12 RFP Published

9/13 RFP Response Due

9/27 GC Interviews

9/30 GC Services Awarded

10/7 Preconstruction Services Commence

12/15 Schematic Design Complete

2020

2/1 Tax Credit Application Submitted

3/1 Design Development Complete

5/10 Construction Documents – Log in

7/26 GMP / Contract Executed

9/1 Permits / Commence Construction

2022

1/1 BRI Occupies Building

II. SUBMITTAL REQUIREMENTS

Please submit a sealed Response by **3:00 p.m. on September 13, 2019**. At a minimum, responses should include the following items in the following order.

1. **Cover Letter** including a contact name, contact title, mailing address, phone number and email address.

2. **Description of the firm’s key personnel** to be assigned to the project. Provide names and resumes of persons including specific project experience for estimating services, project management, and field management that would be assigned for the project. Explain the capacity of team members and firm’s ability to meet the timeline.

3. **Summary of Relevant Experience.** Provide a summary of similar housing projects completed by the team (or by individuals on the team). Summary should include project name, project address, brief project description, date of project, project budget.

a. Provide a list of all multi-family projects completed in the past three years in Colorado. Include specific experience with wood stick-built construction.

b. Provide information on the team’s experience with Low Income Housing Tax Credit Projects.

e. Describe any experience working with members of the Design Team – ShopWorks Architecture and BRI.

f. Please provide at least one comparable project example that includes overview and explanation of the project (completed within last 5 years) including construction scope, funding sources, timeline, budget, green features, change order amounts, and photographs.

4. **Current Projects.** Provide a list and value of the firm’s current projects under construction or pre-construction and the firm’s targeted gross construction revenue for the next two years.

5. **Legal.** If firm has been involved in a legal dispute involving construction or design defect in the last three years, please provide details.

6. **Contractor's Qualification Statement.** Please provide a current AIA A305.

7. **References.** Provide names and telephone numbers of persons whom BRI can contact for references regarding the firm's past performance, preferably on similar projects.

8. Attachments

- a. Cost Proposal for Service and Fees
- b. Acknowledgement form that proposer has read and understands the local jurisdiction's rules and regulations pertaining to the work
- c. E-Verify
- d. W-9 Form
- e. Certification of Status; MBE, WBE, Section 3
- f. Section 3 Opportunities Plan
- g. Enterprise Green Communities
- h. Concept Plans
- i. Matrix
- j. Federal Labor Standards Provisions
- k. General Decision Number: CO20190004 05/10/2019¹

Item f. thru i. are provided for informational purposes only, acknowledgement of receipt is all that is requested at this time.

Respondents shall complete all items listed in the proposal requirements listed above. Respondents may add information for purposes of clarification, qualification or exception to the proposal on separately attached sheets. The Respondent, by submitting this proposal, does hereby accept that changes to exhibits provided in the RFP, which do not materially affect the Respondent, shall not be cause for withdrawal or modifications of the amounts submitted herein.

The information submitted will provide the basis for selection. Responses will be scored based on evaluation criteria outlined below.

Please provide three (3) hardcopy and one (1) electronic copy to:

2250 Eaton St. Lvl B
Edgewater, CO 80214
Attn: Yvonne

¹ This is the latest Wage Decision, it will not "lock-in" until the agreement is signed

Please submit any and all questions in writing to yvonne@brothersredevelopment.org by September 1, 2019 at 11:59 p.m. Any substantive clarifications requested by one Respondent shall be shared with all known potential Respondents.

III. SELECTION PROCESS

Responses will be reviewed by an Evaluation Committee based only on the criteria stated herein. Respondents rated the highest according to these criteria will be invited to interview. BRI reserves the right to reject any or all Responses, to waive irregularities and technicalities, re-issue the RFP or to proceed to provide services in any other manner deemed to be in the best interest of BRI.

Factors to be used in evaluating the Responses will include, but are not limited to, the following:

1. Cost Proposal for Services and Fees (0-20 points)
2. Low Income Housing Tax Credit development experience (0-10 points)
3. Project Understanding/familiarity (0-15 points)
 - a. Construction type
 - b. Enterprise Green Communities
4. Performance Record (0-20 points)
 - a. Change order history
 - b. Budget record
5. Capacity and ability to adhere to provided timeline (0-15 points)
6. Section 3 (0-10)
7. Federally funded projects (0-10)

Davis-Bacon

(D/B) wage rate requirements will be mandatory for this project. However, at the time of publication of this procurement notice, final design plans have not been finalized. Under current discussion the project will include four-story structures. Selected firm should be prepared to utilize the proper Davis-Bacon Wage Rates once the building design has been finalized.

Section 3

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701(u) requires that the developer and/or its contractors and subcontractors, because of direct employment and other economic opportunities generated by certain HUD financial assistance, to the greatest extent feasible, to: (1) low and very low-income persons, particularly those who are recipients of government assistance for housing; and (2) business concerns which provide economic opportunities to low and very low-income persons.

Section 3 also requires that the general contractor must provide BRI with their Section 3 Opportunities Plan. As part of the Offer, the Respondent shall submit a Section 3 Opportunities Plan ("the Plan"). See Section VI Attachments. The Plan shall separately describe training and employment opportunities for Section 3 residents within the Respondent's workforce and

subcontracting opportunities for Section 3 business concerns. The Respondent should not merely affirm that it will comply with the Section 3 requirements or the employment and contracting numerical goals referred to in this solicitation. Rather, the Plan must clearly describe how the Respondent will comply with the Section 3 requirements. However, if the Respondent does not currently have, and does not anticipate having, any training and employment opportunities for Section 3 residents or subcontracting opportunities for Section 3 business concerns, the Respondent must still submit a Section 3 Plan, see Attachment, stating that Respondent does not currently have, and does not anticipate having, such training and employment opportunities or subcontracting opportunities.

The Plan must be approved by BRI and the approved Plan shall become a part of any resultant contract. Failure to submit a Plan, or to demonstrate compliance, through an approved Plan, with the "greatest extent feasible" requirement of 24 CFR part 135, shall result in the Response being determined to be non-responsive and ineligible for award of the contract.

Minority and Women Owned Business Participation

(a) BRI requires that all feasible efforts be made to ensure that small and minority-owned business, women's business enterprises, and other individuals or firms located in or owned in substantial part by persons residing in the area of the Project are used when possible.

(b) Respondents submitting Responses are encouraged to consider subcontracting portions of the contract to firms owned and controlled by socially and/or economically disadvantaged individuals. If this is to be done, the name(s) of the proposed subcontracting firms must be clearly indicated in the Response. Following the award of the contract, no additional subcontracting will be allowed without the express prior written approval of BRI.

Definitions

1. A **small business** is defined as a business that is: independently owned; not dominant in its field of operation; and not an affiliate or subsidiary of a business dominant in its field of operation. The size standards in **13 CFR Part 121** should be used to determine business size.
2. A **minority-owned business** is defined as a business which is at least 51% owned by one or more minority group members; or, in the case of a publicly-owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. Minority group members include, but are not limited to Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans, and Hasidic Jewish Americans.

3. A **women’s business enterprise** is defined as a business that is at least 51% owned by a woman or women who are U.S. citizens and who control and operate the business.
4. A “**Section 3 business concern**” is as defined under **24 CFR Part 135**.
5. A **labor surplus area business** is defined as a business which, together with its immediate subcontractors, will incur more than 50 % of the cost of performing the contract in an area of concentrated unemployment or underemployment, as defined by the DOL in **20 CFR Part 654**, Subpart A, and in the list of labor surplus areas published by the Employment and Training Administration.

IV. GENERAL INFORMATION

- a. Submittal rejection: BRI has the right to reject any and all Responses or waive any irregularities therein if it is found to be in the best interest of BRI. Submittals not received by the deadline may be ineligible for consideration and will not be opened. BRI may change the deadline at any time in order to assure adequate time to review the responses.
- b. Contract and Method of Payment: The final form of contract and scope of work will be negotiated between BRI and the top ranked Respondent after the selection process is completed. Invoices with proper documentation will be submitted on a monthly basis.
- c. Limitation of Liability: BRI assumes no liability for costs incurred by Respondents in responding to this RFP or interview process. All Responses become a matter of public record upon submission.
- d. Insurance Requirements:
 - i. **Comprehensive General Liability:** Insurance coverage including premises liability and/or operations; independent contractors; products and completed operations and contractual liability. Coverage that protects the contractor from claims for all damages whatsoever, including damages for care and loss of services arising out of bodily injury, sickness or disease including death and/or damage to property of others which may arise from and during operations under the contract whether such operations be by the contractor or any sub-contractor or anyone directly or indirectly employed by either of them.
 1. Minimum Limit per Occurrence: \$1,000,000
 2. Minimum Aggregate Limit: \$2,000,000
 3. BRI and affiliates to be named as additional insured.
 - ii. **Workers Compensation and Employers Liability:** Insurance covering all employees and owners performing work or providing services meeting statutory limits in compliance with the Colorado Workers’ Compensation Act and applicable federal laws.
 1. Minimum Limit:
 - a. Each Accident \$100,000

Pursuant to Section 8-17.5-101 C.R.S. et. Seq., the contract with the selected Respondent will contain the following provisions:

Contractor must represent and agree that as of the date of the Agreement:

- a. Contractor does not knowingly employ or contract with any illegal alien or knowingly enter into a contract with a subcontractor that fails to certify that they shall not knowingly employ or contract with an illegal alien; and
- b. Contractor has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress as amended in order to verify that Contractor does not employ any illegal aliens.

Pursuant to Procurement Standards set forth by the State of Colorado regarding project administered under the Community Development Block Grant Program (CDBG), the contract with the selected Respondent will contain and comply with the following provisions:

- a. *Discrimination and Affirmative Action (24-34-402 CRS, 1973 as amended.)*
State law requires contracts to comply with the Colorado Anti-discrimination Act of 1957 and other applicable laws regarding discrimination, unfair employment practices and Equal Opportunity and Affirmative Action.

BRI Reservation of Rights

1. BRI reserves the right to reject any or all responses, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by BRI to be in its best interest.
2. BRI reserves the right not to award a contract pursuant to this RFP.
3. BRI reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful Respondent.
4. BRI reserves the right to inspect work at any time during the ongoing work.
5. BRI reserves the right to determine the days, hours and locations that the selected Respondent shall provide the services called for in this RFP.
6. BRI reserves the right to retain all Responses submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving Responses without the written consent of BRI.
7. BRI reserves the right to negotiate the fees proposed by selected Respondent.
8. BRI reserves the right to reject and not consider any response that does not meet the requirements of this RFP, including but not limited to incomplete responses and/or responses offering alternate or non-requested services.
9. BRI shall have no obligation to compensate any Respondent for any costs incurred in responding to this RFP.
10. BRI shall reserve the right to any time during the RFP or contract process to prohibit any further participation by a Respondent or reject any response submitted that does not conform to any of the requirements detailed herein.
