

## RFP #22-049 Relocation Consultant for Foothill Family Apartments

## Addendum #1

## **Responses to Questions:**

The following questions were submitted by the deadline and are answered in this addendum.

Question #1: How many senior tenants or families are anticipated/identified?

**Answer #1**: Approximately 15 senior households.

**Question #2**: What specific languages are needed besides English and Spanish (services for translation and/or interpretation)?

**Answer #2:** It is anticipated that Chinese, Vietnamese and Korean may be needed (in addition to English and Spanish). The Relocation Consultant will coordinate with the property manager to assess the language need of the residents at the time notices, meetings, relocation, etc., is required.

**Question #3:** Please confirm if the rehabilitation/ relocation process will be phased. **Answer #3:** It is expected that the rehabilitation will take place in one phase with temporary, short-term relocation as needed to complete work in unit interiors.

**Question #4:** What is the length of time for construction, per phase?

**Answer #4:** The length of time for construction is to be determined. It is not anticipated that tenants will be relocated for the full construction period.

**Question #5:** Confirm that all tenants will be allowed to return and who will verify that there is no economic displacement?

**Answer #5:** All tenants will be allowed to return.

**Question #6:** What are the funding sources or types of financing and types of funding/financing to be used for relocation and rehabilitation?

**Answer #6:** The relocation and rehabilitation are expected to be financed with the property's replacement reserves and a loan from the Oakland Housing Authority.

**Question #7:** For Section 3 Compliance, please clarify the need for a stated action plan by professional services firms, when noted under Section H: "Professional Service Contracts are not applicable to Section 3 requirements."

**Answer #7:** The project sponsor of the Oakland Housing Initiatives (OHI) wants to use existing federal Section 3 requirements to provide economic uplift opportunities

for Oakland community residents and businesses in all phases of the Foothill Family Apartments project including relocation services. OHI has directed its agent, the Oakland Housing Authority, to have all proposers submit Section 3 Action Plans for relocation services.

**Question #8:** Have any notices been provided to the tenants to date and if so, which one(s)?

**Answer #8:** No, notices have not been provided to the tenants to date.

**Question #9:** Will the tenants be moved temporarily on-site to vacant units or off-site temporary housing? If a combination, how many of each type?

**Answer #9:** This will be determined in coordination with the owner and general contractor during the preconstruction planning period. As much as possible, OHI hopes to avoid overnight relocation.

**Question #10:** How many households will go out at one time and for how long will they be out of their units? How many phases of moves?

**Answer #10:** This will be determined in coordination with the owner and general contractor during the preconstruction planning period.

**Question #11:** How long will the total construction and tenant moves period last? **Answer #11:** This will be determined in coordination with the owner and general contractor during the preconstruction planning period.

**Question #12:** How many group resident informational meetings do you anticipate the consultant will need to attend?

**Answer #12:** The number of resident informational meetings is to be determined, but for the purposes of this RFP, please assume four (4) meetings.

**Question #13:** How many meetings with OHI/OHA do you anticipate throughout the relocation planning and implementation period? (i.e. weekly meetings, bi-weekly meetings, etc.)

**Answer #13:** The timing and schedule for regular project management meetings are to be determined. Please provide your fee proposal based on clearly delineated assumptions from your firm's best practices.

**Question #14:** Would OHI/OHA assist with securing translation/interpretation bids, as needed? We would request that OHI/OHA contract directly with the translation company (along with movers, storage companies, and other vendors).

**Answer #14:** Language translation/interpretation services are a crucial component of the relocation advisory services that OHA is relying upon from the selected firm. Therefore, we expect that the selected firm provide those services either inhouse or through subcontracted vendors.

**Question #15:** Does OHI anticipate any permanent displacement? **Answer #15:** No, OHI does not anticipate permanent displacement.

**Question #16:** Can you provide a general timeline of when the project will start and be completed?

**Answer #16:** A very preliminary estimate is that construction will start in October 2023 and last six months. The schedule will be developed in coordination with the owner and general contractor.

**Question #17:** Are there any vacant units available for on-site temporary housing? **Answer #17:** There are no vacant units available on-site presently.

**Question #18:** Does OHI want a cost for consulting services only? Or does OHI also expect to have tenant relocation costs estimated in the cost proposal?

**Answer #18:** The proposal should identify proposed relocation consulting and coordination costs. OHI will pay for tenant relocation costs based on actual expenses.

**Question #19:** Does OHI plan to sign the agreement and pay the invoices for the moving contractor, pest control contractor, off-site temporary housing if necessary, and any other items necessary to implement the program?

**Answer #19:** We anticipate that the relocation consultant will pay the invoices for any moving contractors, pest control contractors, and off-site temporary housing costs using a project-specific trust account funded by OHI and managed by the selected consultant. OHI will procure and enter into agreements with the above-referenced vendors.

**Question #20:** Is OHI requesting a not to exceed amount over what period of time as noted under Recitals on Page 1 of 25 of the Contract for Services?

**Answer #20:** Please provide a fee proposal using Exhibit A, Proposed Cost Form. The recitals in the contract will be modified to reflect the fee schedule to be used for the contract.

**Question #21**: If NTE is required, how many phases are there? How long per phase? **Answer #21**: See Answer #20.

Question #22: Do you have financing and building permits secured?

**Answer #22:** We do not have building permits. We are currently procuring an architecture and engineering team to prepare construction and permit drawings. Discussions with the Oakland Housing Authority to provide financing are ongoing.

**Question #23:** What is the anticipated initial term of the Contract as noted under Section 2.1 of the contract (Page 3 of 25)?

**Answer #23:** The anticipated initial term of the contract is three years.

**Question #24:** What do you mean by retainer as referenced on page 2 of the RFP? **Answer #24:** The RFP does not mention a retainer.

**Question #25:** When do you anticipate having the financing in place? **Answer #25:** We anticipate having financing commitments in place this summer.

**Question #26:** When do you anticipate having the building permits in place? **Answer #26:** We anticipate having building permits in place in the Fall of 2023.

**Question #27:** When do you anticipate issuing a notice to proceed to the general contractor?

**Answer #27:** We anticipate issuing a notice to proceed in the Fall of 2023.

**Question #28**: Will OHI accept the following language under Section 11, Insurance, on Page 9 of 25 of the Contract:

"Aside from the aforementioned requirement of Contractor to carry errors and omissions insurance, OHI agrees to include Contractor as an insured under the OHI's Commercial General Liability insurance coverage with limits of not less than \$1,000,000 in any one occurrence (the "CGL Policy"). Contractor shall be named as an additional insured on the CGL policy. OHI shall provide Contractor proof of such insurance coverage within 5 days of a request, therefore."

**Answer #28:** OHI is not able to add Contractors to their insurance. Contractors will need to have their own insurance.

Question #29: Will OHI accept the following proposed language to be added to Section 10, Indemnification, on Page 8 of 25 of the Contract: OHI shall indemnify, defend and save Contractor and Contractor's agents and employees harmless from any and all claims arising from any act, omission, or negligence, including without limitation the Order of the Health Officer, the failure to comply with social distancing guidelines, including the wearing of masks and gloves, of OHI and OHI's employees, agents, resident managers, tenants, residents, visitors, contractors, subcontractors, and Movers, and each of their agents and employees, arising from any accident, injury or damage whatsoever caused by any person or property occurring in, on or about the Project and/or the Work Sites, or any part thereof, including the sidewalks adjoining the same, and from and against all costs (including without limitation actual attorney fees, court costs, litigation, arbitration and collection expenses), expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon. Contractor shall not be liable to OHI, and OHI hereby waives all claims against the Contractor for any injury or damage to any person or property in or about the Project or the Work Sites by or from any cause whatsoever, including without limitation the transmission of a communicable disease such as Covid-19, other than from Contractor's gross negligence or willful misconduct."

**Answer #29:** No, OHI will not accept language indemnifying a vendor for OHI's failure to comply with social distancing rules and/or the transmission of communicable diseases, including, but not limited to Covid-19.



## RFP #22-049 Relocation Consultant for Foothill Family Apartments <u>Addendum #1</u>

Proposer hereby acknowledges this addendum:
Name of Firm:
Authorized Signature:
Date:

Acknowledgment of this Addendum  $\underline{\text{MUST}}$  be included with your proposal.