



Niagara Orleans Regional Land Improvement Corporation

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Request for Proposals Construction Management

I. Background

The Niagara Orleans Regional Land Improvement Corporation (NORLIC) is a municipal partnership between Niagara and Orleans Counties, and the Cities of Lockport, Niagara Falls, and North Tonawanda to rehabilitate properties and improve neighborhoods in the two counties. NORLIC received funding from the New York State Office of Community Renewal (OCR) to stabilize or demolish priority properties.

Residential and commercial properties being targeted for investment will require varying levels of stabilization. Potential activities include roof repair and/or replacement, porch repair and/or replacement, window repair and/or replacement, door repair and/or replacement, and grounds work. This list is not meant to be all-inclusive. Proposals from construction managers and rehab/renovation firms are being solicited to oversee and execute these activities. NORLIC intends to select one firm to manage several properties on an as-needed basis.

II. Scope of Service Expectations:

A qualified, construction manager and/or rehab/renovation firm, under the direction of NORLIC, shall be expected to do the following:

- Act as the Construction Manager of record for NORLIC on each project site.
- Project planning and scheduling:
 - Develop overall schedule and timeline for the project. Break down into phases and milestones.
- Cost estimating and budgeting:
 - Estimate costs for materials, labor, equipment, etc. Develop project budget and ensure costs stay within budget.
- Contracting and procurement:
 - Bid out work to subcontractors. Review bids and award contracts following NORLIC procurement policies, and with approval from NORLIC. Purchase materials and equipment.
- Permitting:
 - Obtain necessary permits and approvals from municipality.
- Site supervision:
 - Oversee day-to-day operations on job site. Inspect work quality and progress. Enforce safety standards.
- Project coordination:
 - Coordinate work of subcontractors and tradespeople. Conduct progress meetings. Manage change orders.

- Ensure that all subcontractors are licensed and bonded
- Quality control:
 - Inspect workmanship at various stages to ensure it meets specifications and building codes. Identify any deficiencies or issues.
 - Record progress with dated pictures.
- Safety management:
 - Develop and oversee safety program and procedures for site. Conduct safety inspections and training.
 - Ensure asbestos, lead paint, and radon are handled according to applicable regulations.
- Financial management:
 - Review pay applications and process payments to contractors. Manage cash flow and project financing.
- Wage and Hour Compliance
 - Ensure that for any project that is a public work covered by Article 8 of New York Labor Law or building service contract covered by Article 9 of the New York Labor Law must follow prevailing wage and rate law except as provided in the Labor Law and prevailing wage supplemental scheduled issued by the State Labor Department. Must ensure that firm and subcontractors pay at least prevailing wage rate and pay or provide prevailing supplementary including prevailing rates for overtime pay. Payroll must be submitted weekly to NORLIC for compliance.
- Closeout:
 - Punchlist walkthroughs to identify any remaining work items. Final inspections. Collect closeout documentation and warranties
- Reporting
 - Work with NORLIC to provide any and all necessary information to report activities to grant funding agencies. This may include, but is not limited to, providing copies of bid documents, scopes of work, plans and drawings, permits and/or any other necessary documents to satisfy grant and audit requirements.

Additionally, it is expected that the firm will agree to:

- Operate in good faith and act in accordance with the mission and vision of NORLIC, a non-profit organization
- Obtain and maintain construction property insurance for stabilization properties.
- Detail all work to be self-performed, and provide the names, work and contact information for all potential subcontractors
- Provide a 1-year warranty for all work performed
- Provide signed lien releases for all subcontractors and work performed on NORLIC properties
- Other duties as assigned

Each submission should include the following:

1. Title Page – include the construction management/rehab firm’s name, contact person and contact information.
2. Table of Contents
3. Qualifications - Provide a brief narrative that explains why your firm is well qualified to

- perform this work, including prior relevant experience.
4. References – Provide three (3) references from other entities or clients that you have performed similar work for. Include the reference’s name, title, direct telephone number, and email address.
 5. Firm Profile - Provide a brief profile of your firm.
 6. Organizational Structure - Provide a description of your team. Include prime and sub-consultant roles, reporting, and communication structure. Indicate work that you would anticipate subcontracting to others and provide the names of the companies to be used, as well as the individuals that will be assigned to the NORLIC project.
 7. MWBE Narrative – State as succinctly as possible how your firm will incorporate Minority and Women-Owned Business Enterprise (MWBE) participation on the contract. Describe your approach to satisfying NORLIC’s OCR grant MBE goal of 20% and WBE goal of 10%. MWBE participation can be satisfied by:
 - a. Ownership/partnership of firm
 - b. Use of minorities and/or women as subcontractors
 8. Portfolio of Rehabs - Provide a portfolio of firm’s rehab/renovation work.
 9. Supplemental Information – Please provide any other information which you believe is pertinent to NORLIC’s consideration of your firm. Please limit your response to this question to no more than one (1) page.

C. Cost Schedule:

1. Provide standard billing rates for requested services. Include subcontractor administration fees/markup percentages and any associated costs. These rates will be considered during the selection process.

III. General Terms and Conditions

- A. NORLIC assumes no responsibility for oral instructions or interpretation. Any questions regarding this proposal must be submitted in writing to: matthew.chavez@niagaracounty.com.
- B. No taxes are to be billed to NORLIC. Proposals shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision.
- C. The selected Firm shall comply with all laws, rules, regulations, and ordinances of the Federal Government, the State of New York and any other political subdivisions or regulatory body which may apply to its performance under this contract.
- D. *Administrative, Contractual and Legal Remedies:* All claims, counter claims, disputes and other matters in question between NORLIC and the Firm arising out of or relating to this Agreement or the breach or violation of it shall be decided and resolved through a joint meeting between NORLIC and the Firm to review the issue(s) and to work out a mutually agreeable solution. In the event that this administrative remedy fails to resolve the matter(s) discussed at the joint meeting, the Firm shall submit the matter to arbitration, if the parties hereto mutually agree, or to a court of competent jurisdiction within New York State.
- E. *Termination for Cause:* It is expressly understood and agreed that NORLIC may terminate this Agreement for cause at any time by giving the Firm thirty (30) days written notice. Such notice shall be made either personally or sent by certified mail, return receipt requested, to the office of the Firm. The phrase “for cause” shall mean a serious violation or breach of the terms of

this Agreement by the Firm that cannot be resolved through the administrative remedies provided in Section D.

- F. *Termination for Convenience:* It is expressly understood and agreed that NORLIC may terminate this Agreement for convenience at any time by giving the Firm ninety (90) days written notice. Such written notice shall be made either personally or sent by certified mail, return receipt requested, to the office of the Firm. It is expressly understood and agreed that the Firm may terminate this Agreement for convenience at any time by giving NORLIC ninety (90) written notice. Such written notice shall be made either personally or sent by certified mail, return receipt requested, to NORLIC.
- G. *Compensation in the Event of Termination:* If either NORLIC or the Firm terminates this Agreement, the Firm shall be compensated for all services performed up to the date of termination.
- H. *Reservations of Rights:* NORLIC reserves the right to reject all or any part of any or all proposals, to waive technical or legal deficiencies and to accept any proposal that it deems to be in the best interest of NORLIC. The contract shall be awarded to the Contractor whose proposal best meets the needs of NORLIC. NORLIC reserves the right to negotiate the terms and conditions of the contract with the successful Firm to obtain the most advantageous situation for NORLIC. NORLIC reserves the right to request additional information from all applicants.
- I. *Indemnification:* The Firm agrees to defend and indemnify NORLIC, their officers, agents and employees, and shall hold them harmless from any and all risks of every kind, nature and description resulting from or arising out of the work and/or service performed by the Firm, or its subcontractor, under this contract; provided, however, that Firm shall not be required to indemnify NORLIC with respect to such risks to the extent caused by the negligence or intentional misconduct of NORLIC or NORLIC's contractors, over whom Firm has no authority or control.

The Firm by agreeing to defend NORLIC as set forth above, agrees that if NORLIC receives a claim, complaint, or is sued under this contract pertaining to their work, acts or services; then this Firm agrees to pay all attorney fees and expenses; the selection of such attorney to represent NORLIC shall be the sole and exclusive determination of NORLIC.

IV. Insurance Requirements

- A. *General Requirements:* Before commencing work, the chosen Firm and any subcontractors shall furnish evidence such as a Certificate of Insurance, acceptable to NORLIC, that it has procured and will maintain, at its own expense, until final acceptance of the work, insurance in the kinds and amounts hereinafter specified. NORLIC is defined as NORLIC, its agents, officers, and employees.

A Certificate of Insurance acceptable to NORLIC must meet the following requirements:

1. List the type of insurance coverages and acceptable limits, as required by NORLIC.
2. Name the certificate holder as NORLIC, 6311 Inducon Corporate Drive, Sanborn NY 14132.

3. Name NORLIC, Niagara and Orleans Counties, and the Cities of Niagara Falls, North Tonawanda, and Lockport, its agents, officers, and employees as an additional insured on each Certificate of Insurance for all liability policies. This can be provided in the caption or in the comments section of the certificate.
4. Each certificate of insurance required, and each endorsement, must be signed by a licensed registered agent. In the event of self-insurance, by an authorized signatory.
5. In the event of any material alteration or cancellation of any insurance coverage, thirty (30) days written notice shall be given to NORLIC, at 6311 Inducon Corporate Drive, Sanborn NY 14132.
6. Insurance carriers should be admitted in the State of New York, unless an exception is approved by NORLIC.
7. The Certificate of Insurance shall be submitted to NORLIC for compliance review, approval and retention at least thirty (30) days prior to the start of work.

B. Specific Requirements: The following are the minimum insurance types, documentation and limits acceptable to NORLIC.

<u>Coverage and Documents</u>	<u>Limits</u>
A. Professional Liability Insurance	\$1,000,000 Each Occurrence or Claim
	\$2,000,000 General Aggregate
B. General Liability (GL)	\$1,000,000 Each Occurrence
	\$1,000,000 Personal and Advertising Injury
	\$2,000,000 Products-Completed Operations
	\$2,000,000 General Aggregate
	\$50,000 Fire Damage Legal Liability
	\$5,000 Medical Expense
C. Auto Liability	\$1,000,000 Combined Single Limit
D. Excess/Umbrella Liability	\$1,000,000 Each Occurrence
	\$1,000,000 General Aggregate
E. Workers' Compensation and Employers Liability <i>CE-200, C-105.2, or SI-12</i>	Statutory Limits
F. Disability Benefits <i>CE-200, DB-120.1, DB-820/829 or DB-155</i>	Statutory Limits

V. Submission Information

Proposals are due by **2:00 pm on Thursday, January 4th, 2024**. Two hard copies and an electronic copy via email of your proposal should be submitted to:

Matthew Chavez
Project Manager, NORLIC
6311 Inducon Corporate Drive
Sanborn, New York 14132
matthew.chavez@niagaracounty.com