RFP20260807 Construction Oversight/Owner's Representative
Questions and Answers
August 21, 2026

Budget, Scope, Reports

1. Does AHA have a budget or rough order of magnitude (ROM) for the construction hard costs?
2. Has AHA established a preliminary total development budget and/or construction budget for the proposed rehabilitation and potential addition of units at Residences at Trolley Park? If so, please provide the current planning range. Additionally, will the October 2023 Property Condition Report, preliminary scope information, or any construction cost estimates referenced in the RFP be made available to proposers?
3. Is the D3G PCNA available to be shared prior to submitting a proposal?
4. Can the October 2023 Property Condition Report produced by Dominion Due Diligence Group (DG3) be provided for review?

    A. The Property Condition Assessment, Preliminary Scope, and Construction Cost Estimate Report will be provided after an Owner's Representative is selected and accepts the role. Based on the construction cost estimates, an initial budget has been determined for the renovation portion of the project, which will be provided after an Owner's Representative is selected. Budget for additional units will require a feasibility study in conjunction with an architect and construction estimator.

LIHTC

5. Is AHA targeting a 4% application or a 9% competitive award in 2027, and which CHFA round?
6. Is there a scheduled date when AHA plans to submit the LIHTC application in 2027 or is there an LIHTC deadline for applications to be submitted?
7. The RFP identifies a goal of submitting a LIHTC application in 2027 and notes that project timelines and milestones remain to be established. Has AHA identified a targeted application round or anticipated application date? If so, are there corresponding target dates for design development, financing commitments, financial closing, construction commencement, or other milestones that the Owner's Representative should consider in its proposed approach and staffing plan?

    A. AHA is targeting a 4% non-competitive application in Spring 2027. CHFA accepts rolling applications for this application, there is no firm deadline. Once the project delivery method is determined, together AHA and the Owner's Representative will idenify the timelines and milestones with ideal target dates for the LIHTC application, design development, financing commitments, financial closing, construction commencement, and other milestones.

Timeline

8. What is the anticipated notice to proceed date for pre-construction services?

9. Does AHA have a goal/target date for construction activities to start on the property?
10. Additionally, does AHA have a preliminary assumption regarding anticipated construction start, construction duration, and phasing?
    A. The notice to proceed and target date for construction activities will depend on the dates of the LIHTC Application, LIHTC Award, and Closing.

<u>Owner's Representative Scope & Requirements</u>

11. Will the property be occupied during construction? If so, is a relocation plan contemplated, and is relocation coordination within the Owner's Rep scope or will the housing authority engage a separate relocation consultant?
12. Does AHA anticipate that Residences at Trolley Park will remain occupied during construction? If so, should the Owner's Representative assume responsibility for assisting AHA and the project team with construction phasing, resident-impact mitigation, temporary relocation sequencing, access coordination, and scheduling of work within occupied units?
13. Is the Owner's rep required to oversee DB wage reporting and/or BABA reporting to the extent funding sources trigger those requirements?
14. For a small firm not subject to a formal written affirmative action plan requirement, will a signed EEO policy statement satisfy that section?
15. For purposes of establishing staffing and fees, does AHA have an anticipated duration and meeting frequency for the predevelopment phase prior to LIHTC application/financial closing?
16. The Experience criteria ask respondents to highlight experience with LIHTC projects. Should proposers understand direct LIHTC experience as a required qualification of the Owner's Representative, or as a preferred qualification that may also be demonstrated through key personnel or an affordable-housing/LIHTC subconsultant included on the proposed team?

    A. AHA intends to allow the site to remain occupied during construction. A professional Relocation Specialist will be engaged to handle the relocation plan in conjunction with construction schedule, as well as communication and regulations surrounding temporary relocation, including knowledge of the construction phasing, resident-impact mitigation, temporary relocation sequencing, access coordination, and scheduling of work within occupied units. The Owner's Representative is expected to be familiar with the construction schedule and relocation plan, and to advise Ownership regarding construction impact and strategic solutions for minimizing negative impacts on residents. The General Contractor is expected to oversee DB wage reporting and/or BABA reporting, and Section 3 reporting, should funding sources trigger those requirements. The Owner's Representative is expected to have knowledge regarding construction impact and triggers for DB wages, BABA expectations, and Section 3 reporting in order to advise Ownership for strategic purposes. A signed EEO policy statement will satisfy Ownership's needs in place of a formal written affirmative action plan. Meeting duration and frequency expectations in predevelopment are approximately 1 time per week for 2 hours, including closing calls. During construction and post-construction will be an average of 2 times per week for approximately 1 hour each, including OAC meetings. Additionally, the Owner's Representative is expected to initiate or respond conversations relevant to the project within a reasonable timeline, including emergent or urgent situations. Certain milestones, such as determining the project delivery method, identifying project scope, reviewing designs and cost estimates, etc, may require additional hours per week. The Owner's Representative is expected to have direct experience in this role or a Development Advisor role on at least three LIHTC projects in Colorado within the past 10 years. Experience with LIHTC in the Denver Metro area is preferred.

Site Visit

17. Will AHA provide proposers an opportunity to conduct a site visit prior to the proposal deadline, or should proposers base their approach and fee solely on the information contained in the RFP and subsequent addenda? If a site visit will be offered, please advise whether it will include access to representative units, common areas, parking areas, and other spaces relevant to evaluating construction logistics and phasing.
    A. Only applicants selected for an interview will be granted access to the property

Insurance

18. What are AHA's insurance requirements, including professional liability limits?

    A. See requirements below. Amounts of coverage and professional liability coverage may require adjusting to meet investor and lender requirements.
    a. The Consultant shall purchase and maintain in effect at all times throughout the duration of the Agreement, the policies of insurance with the applicable coverages described below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Owner. Receipt, review or acceptance by the Owner of any insurance policies or certificates of insurance required by this Agreement shall not be construed as a waiver or relieve the Consultant from its obligation to meet the insurance requirements. All coverages shall be continuously maintained through the Term of this Agreement to cover all liability, claims, demands, and other obligations assumed by Consultant pursuant to this Agreement. In case of any claims made against the policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. The Consultant shall provide a new certificate of insurance prior to thirty (30) days from the expiration of the current policy. Consultant shall require that all of its agents and subcontractors also comply with these insurance requirements.
    b. **Workers' Compensation Insurance**. Consultant shall purchase and maintain worker's compensation insurance to comply with Colorado statutory provisions, including any required flow down, during the term

of this Agreement, including occupational disease provisions for all employees per statutory requirements, and employer's liability must have limits of at least: $100,000 per accident, $100,000 disease each employee and $500,000 accident/disease policy limit. Such policy shall contain a waiver of subrogation in favor of the Owner. The Consultant shall also require each subcontractor to furnish workers' compensation insurance, including occupational disease provisions for all of the latter's employees, and to the extent not furnished, the Consultant accepts full liability and responsibility for subcontractors'employees.

c. **Commercial General Liability Insurance.** Consultant shall purchase and maintain commercial general liability insurance to protect the Consultant from all claims for bodily injury, including death and all claims for destruction of or damage to property, including loss of use therefrom, arising out of or in connection with any acts or omissions in performance of the Services under this Agreement, whether such acts or omissions be by the Consultant or by any subcontractor under it or anyone directly or indirectly employed by the Consultant or by a subcontractor. Such insurance shall contain a waiver of subrogation in favor of the Owner. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form:
    i) General Aggregate $2,000,000
    ii) Products - Completed Operations Aggregate $2,000,000
    iii) Each Occurrence $1,000,000
    iv) Personal Injury $1,000,000

d. **Comprehensive Automobile Liability Insurance.** Consultant shall purchase and maintain comprehensive automobile liability insurance for liability arising out of any auto (including owner, hired, and non-owned autos), and including coverage for all power mobile equipment used by the Consultant on Owner property, with a combined single limit of $1,000,000/person, $1,000,000/accident, and $1,000,000/property damage. Such insurance shall include a waiver of subrogation in favor of the Owner.

e. The policies required by subsections (iii) and (iv), above shall be endorsed to include the Owner as additional insureds. The policies required by subsections (iii) and (iv) shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by the Consultant. The Consultant shall be solely responsible for any deductibles or self-insured retentions contained in any insurance policy shall be assumed by and at the sole risk of the Consultant.