ANNOUNCEMENT

REQUEST FOR PROPOSAL (RFP)

The Redevelopment Authority of Altoona 14th Avenue Development Project

The Redevelopment Authority of Altoona is seeking proposals from qualified developers to design and construct a housing development on an assembled site consisting of six (6) parcels located at 1822-1832 14th Avenue and 1408 19th Street. The vision of the Authority is to invest in the community and provide market rates, single family attached and/or detached housing units. Units are envisioned as two (2) to three (3) bedroom units and must meet income requirements set for in the American Rescue Plan affordability requirements (included in proposal).

The developer will be responsible for the entire project, including survey, land development and zoning consistent with City ordinances. Subsidy through American Rescue Plan Act (ARPA) funding may be available to a developer for infrastructure improvements within the City right-of-way and/or site construction costs. Projects that utilize ARPA funding are subject to PA prevailing wage rates.

Information is attached outlining requirements for proposal submission, evaluation criteria, and the proposed contract.

Five (5) sealed proposals must be submitted by mail or hand delivered no later than Monday, March 31, 2025 at 4:00 PM Eastern Standard Time:

City of Altoona 1301 Twelfth Street, Suite 400 Altoona, PA 16601 c/o Diana White, Director of Community Development

No electronic proposals will be accepted.

If additional information is needed, please contact Diana White via email dwhite@altoonapa.gov or phone 814-949-2470.

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ATTACHMENTS

Attachment A - GIS site view

Attachment B - Sample Developer Agreement

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SECTION 1. BACKGROUND

Project Overview:

The RAA has acquired six (6) parcels located at 1822-1832 14th Avenue and 1408 19th Street in the City of Altoona (hereinafter referred to as the "14th Avenue Site Development Project." A GIS image of the site is attached. The goal of the RAA is to work with a developer who has a strategic vision and passion to build single family attached and/or detached housing units to support that growing market and also to help increase property value of the surrounding neighborhood.

Project Objectives:

- Foster positive community momentum through new housing development.
- Enhance community assets through public improvements by providing new sidewalks, storm sewer, sanitary sewer and water infrastructure.

Background:

The RAA has had a positive presence in the City of Altoona related to redeveloping blighted properties in Altoona into economic opportunities since its inception. Over time, the RAA faced funding and personnel challenges that had limited its ability to provide new opportunities. The City of Altoona's new comprehensive plan, *All Together Altoona*, provides a framework through partnerships such as the RAA, to focus on blight remediation and economic development.

Various neighborhoods, including the subject property, continue to face blight and deteriorating housing stock. This project will play a part in the transformation of housing stock in the City.

Subsidy through American Rescue Plan Act funding is available for the project.

SECTION 2. GENERAL TERMS

- The RAA reserves the right to reject any or all proposals and to select the proposal that it
 determines to be in the best interest of the RAA.
- The contract is subject to the approval of the RAA and is effective only upon their approval.
- Proposers are bound by the deadline and location requirements for submittals in response to this RFP as stated above.
- Proposals will remain effective for the RAA's review and approval for 60 days from the deadline for submitting proposals.
- If only one proposal is received by the RAA, it may negotiate with the proposer or seek additional proposals on an informal or formal basis during the 60-day period that proposals are effective.
- The proposer is encouraged to add to, modify, or clarify any scope of work items it deems appropriate to develop a high-quality plan for consideration. All ancillary items should be

identified with an explanation. However, the scope of work proposed must accomplish the goals and work stated below.

SECTION 3. SCOPE OF WORK

The Redevelopment Authority of Altoona 14th Avenue Housing Development Project Scope of Work (SOW)

The RAA is seeking proposals from qualified developers to design and construct housing development on six (6) parcels located at 1822-1832 14th Avenue and 1408 19th Street in the City of Altoona. The vision of the Authority is to invest in the community and provide market rates, single family attached and/or detached housing units. Units are envisioned as two (2) to three (3) bedroom units.

The developer will be responsible for the entire project, including survey, land development and zoning consistent with City ordinances. Lots could be consolidated for a more efficient layout. Subdivision is the responsibility of the developer. A site layout including on-street and on-site parking shall be included. The developer will be responsible for the construction of the project.

American Rescue Plan Act (ARPA) funds are available for the project on a reimbursement basis for both infrastructure reconstruction within the City's right of way and potentially site construction costs.

If the developer plans to utilize a subsidy, they should provide a breakdown of costs, and how those funds would be used, to make the project viable. Infrastructure costs include new sidewalks, storm sewer, sanitary sewer and water infrastructure.

If additional subsidy for construction is requested to produce a viable project, a budget justification clearly explaining the need should be included. This would include real estate comparables and similar documentation. ARPA covered projects are subject to Pennsylvania prevailing wage rates.

The homes must be sold or rented to income eligible households (120% of median for the area, see Attachment A) for a 20-year affordability period beginning with the first sale/lease up. For owner-occupied units, this takes form as a deed restriction from the initial sale date, and incomes are qualified at sale only. The RAA expects work to begin in 2025. ARPA grant funds must be expended by September 30, 2026.

The developer shall submit to the RAA for review at minimum: Site layout plan, project schedule, total units built/ SF size of units, funding availability/commitment(s) for the work, purchase price of the property (if applicable), sales or rental business models including target range for purchase/rent, and a schedule of values for all major items of work.

Developer will also be required to enter into a developer's agreement to assure project completion.

Develop concept drawings either based on existing sketches or proposed sketches.

Provide a detailed cost estimate for the development of the proposed facilities. The cost estimate should include; engineering and other professional services cost; construction and materials cost; project administration cost; and a contingency of at least 10% of the construction cost estimate.

The site development drawing(s) must show, in enough detail, the proposed full development of the site(s). Include common items required through the City of Altoona's land development and

zoning process. It is anticipated that stormwater control will be required for the cumulative impervious area even if parcels remain separate.

The Authority is working to clear the title to the property through an anticipated quiet title action. It is expected that the clear title will be confirmed at some point in 2025. Clear title cannot be transferred from the Authority to the developer until that occurs. This condition of the title can be addressed in multiple ways, and each developer should indicate if it has a preference for one over the other, or whether the proposal is contingent on any specific one. These multiple options for dealing with the title are as follows: (1) The successful developer can take whatever title the Authority has, via quitclaim deed, at the outset of the project; (2) The successful developer and the Authority can enter into an agreement that provides the successful developer with access to the property to begin work prior to the transfer of title, with the expectation that title will be transferred either upon completion of the quiet title action or completion of the development work to be done at the property; or (3) the successful developer can wait to begin work at the site until the Authority is able to provide clean title.

Developers shall include a \$1,000.00 check payable to the "Redevelopment Authority of Altoona" with their proposal. Upon selection of a developer, this will be deposited into an escrow account for legal counsel fees and costs related to the Developer's Agreement and other transaction costs. This is non-refundable to the successful party. Unsuccessful parties will have checks returned to them.

SECTION 4. DEVELOPER QUALIFICATIONS

General Developer Qualifications:

- A. Successful completion of housing projects of the specified project type.
- B. Project Funding Availability
- C. Design experience in park and housing facilities.
- D. Prior experience in working on land developments within the City of Altoona.
- E. Project Team including proposed design professional and subcontractors.

SECTION 5. REQUIRED SUBMITTALS

A. Letter of Transmittal

This letter must include the following:

- A statement demonstrating your understanding of the work to be performed.
- A statement confirming that the firm meets the Developer Qualifications (see Section 4 above).
- The firm's contact person and telephone number.

B. Profile of Development Team

This consists of the following:

- A statement of the team's experience in conducting work of the nature sought by this REP
- The location of the principal's office that will ultimately be responsible for the project.
- Summary of team members (consultants, financiers, sub-contractors, etc.) proposed to conduct the work and the specific duties of each in relation to the work.
- A reference list of at least three (3) prior projects with contact information (if applicable).
- Any other information relating to the capabilities and expertise of the team in doing comparable work.

C. Methods and Procedures

The proposal must include a detailed description of the methods and procedures the developer will use to perform the work. Inclusion of examples of similar work is encouraged.

D. Work Schedule

The schedule must include time frames for each major work element, and dates for completion of draft and final documents.

E. Cost

- For each major work element, include costs to produce a total contract price.
- If Developer plans to include a monetary amount for the purchase of parcels, this should be included in proposal.

SECTION 6. EVALUATION CRITERIA

A. Technical Expertise and Experience

The following factors will be considered:

- The developer's experience in performing similar work
- The expertise and professional level of the proposed team
- The clarity and completeness of the proposal and the developer's demonstrated understanding of the work to be performed

B. Procedures and Methods

The following factors will be considered:

- The sequence and relationships of major steps
- The methods for managing the work to ensure timely and orderly completion

C. Cost and Subsidy utilization

The following factors will be considered:

Developer's ability to provide a responsible overall project cost

- Relationship of developer costs to available funding sources
- Purchase price of parcels (if applicable) or proposed rental range of units.
- Any other factor developer would like to include
- Performance of subsidy funds relative to the project.

D. Site and Housing

The following factors will be considered:

- Proposed units constructed
- Proposed sales or rental range of units
- Size/Shape/Aesthetics of site configuration
- Maintenance Plan (if applicable)
- Type of development (sale vs. rental)

Any or all firms submitting proposals may be invited to give an oral presentation of their proposal.

SECTION 7. Developers Agreement

A sample developer's agreement is attached for review. The RAA will enter into the agreement with the successful developer. The RAA reserves the right to modify or negotiate the terms of an agreement.

SECTION 8. Preliminary Site Plan Sketch Plans (for information only)

Preliminary sketch plans are attached for information. These plans were prepared by a local engineering firm. These are for information only and not prescribed.

ATTACHMENTS

- Attachment A GIS site view
- Attachment B Sample Developer Agreement
- Attachment C Preliminary Site Plan Sketch Plans (for information only)
- Attachment D ARPA Income Limits



ATTACHMENT B - SAMPLE DEVELOPMENT AGREEMENT

this _	THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered day of, 20	nto
	BY AND BETWEEN:	
"AUT	REDEVELOPMENT AUTHORITY OF ALTOONA (hereinafter referred to as HORITY") a municipal redevelopment authority with its principal office located 12 th Street, Suite 400, Altoona, PA 16601,	
	AND	
to	, Corporation/Partnership/Individual (hereinafter referase the "DEVELOPER"), with its principal office located	red at
	WITNESSETH:	
	WHEREAS, DEVELOPER has submitted plans to the AUTHORITY fo elopment project involving the property located atafter referred to as the "Project" or "Project Property"); and	
full e	WHEREAS, on day of, 20, the AUTHOR has approved of DEVELOPER's proposed plans for the Project contingent on eccution and performance of this Development Agreement, and authorized opment Agreement to be executed by the appropriate AUTHORITY officers; an	the this
	NOW, THEREFORE, intending to be legally bound, the parties agree as follow	/s:
the F	1. <u>Location and Application</u> . This Agreement shall apply to the Project Property. Nothing in this Agreement shall relieve the DEVELOPER filliance with any other applicable procedures or requirements.	t at rom
for P amer DEV the A B). I shall controding the C	Development of Project. DEVELOPER agrees that it will carry out on the Project Property in a manner consistent with the AUTHORITY's Requirements thereto (collectively, the "RFP," attached as Exhibit A), and with ELOPER'S proposal submitted on, 20 and accepted UTHORITY on, 20 and accepted the event of a conflict between the RFP and the Proposal," attached as Exhibit A and the Proposal, the terms of the Proposal unless the parties have executed a separate written agreement to any. All development shall be conducted in strict accordance with all lances, resolutions, regulations and requirements of the United States of American commonwealth of Pennsylvania, the County of Blair, the City of Altoona, or cites thereof.	the dibit RFP the lws, rica,

- 3. <u>Consideration.</u> As consideration for the AUTHORITY accepting DEVELOPER'S redevelopment proposal and agreeing to sell the Project Property to DEVELOPER, the DEVELOPER shall pay to AUTHORITY, on the full and final signing of this Agreement, the sum of ______(\$_____) Dollar(s).
- 4. Permits for Construction of Improvements. The DEVELOPER shall, prior to construction of all improvements described herein, obtain all necessary permits issued by any applicable public entity or regulatory authority having jurisdiction over the Project or any portion thereof. No work shall commence until the AUTHORITY is in receipt of such required permits.
- 5. <u>Subcontracts for Construction of Improvements</u>. The DEVELOPER shall not enter into any contracts or subcontracts for any portion of the work without obtaining approval from the AUTHORITY, which approval will not be unreasonably withheld.
- 6. <u>Insurance</u>. Prior to commencing any work on the Project, the DEVELOPER shall procure and maintain adequate insurance in an amount of at least One Million Dollars (\$1,000,000.00) to protect it from claims for damages because of bodily injury, including death, and from claims of damages to property which may arise both out of and during the operation under this Agreement, whether such operations be by itself or by any contractor, agent, subcontractor, or anyone directly or indirectly employed by it or them. A certificate of insurance in this amount shall be filed with the AUTHORITY prior to commencement of construction, which certificate shall state that the AUTHORITY shall be given written notice at least 60 days prior to cancellation of such insurance. The AUTHORITY shall be named as an additional insured and/or loss payee to the extent of the indemnification/defense provided herein on all policies of insurance described in this paragraph. DEVELOPER also shall maintain workers compensation insurance to the extent required by law.
- 7. <u>Inspection</u>. All work performed by or on behalf of the DEVELOPER shall be performed to the specification of and shall be periodically inspected by the AUTHORITY at intervals of its choosing.
- 8. Access to Site. AUTHORITY hereby grants to DEVELOPER a revocable license to enter onto and into the Project Property for the purpose of carrying out the DEVELOPER'S obligations contained in this Agreement. The license may be revoked by AUTHORITY in the event of DEVELOPER'S non-performance of its obligations or for other good cause determined by the AUTHORITY.
- 9. <u>Time for Completion of Improvements.</u> All work contemplated by this Agreement, the RFP, and the Proposal shall be started within thirty (30) days of the full execution of this Agreement and shall be completed by DEVELOPER within **Twelve (12)** months of the date of the full execution of this Agreement. No transfer of title to DEVELOPER will occur until all required work is substantially completed in the judgment of the AUTHORITY.

- 10. Prevailing Wages; Payment of All Costs to Be Certified. The Parties understand and agree that the work done under contract shall be subject to the provisions of the Pennsylvania Prevailing Wage Act (the "Act"). DEVELOPER shall be responsible for ensuring compliance with the Act by securing a determination of the appropriate wage rates, paying appropriate rates, and performing all recordkeeping and reporting obligations. The entire cost of all work shall be paid by the DEVELOPER to its contractor(s), subcontractor(s), or supplier(s), and prior to transfer of title by the AUTHORITY, the DEVELOPER shall furnish a certificate to the AUTHORITY certifying, with evidence, that all bills in connection with the Project have been paid in full and that all obligations under the Act have been satisfied.
- 11. <u>Conditions of Transfer of Title</u>. The AUTHORITY will provide DEVELOPER with a deed for the property, provided that the following conditions have been met:
 - A. Substantial completion of all work described in this Agreement, the RFP, and the Proposal, as determined by the AUTHORITY;
 - B. Receipt of a certificate from the DEVELOPER that all invoices associated with the Project have been paid and that all obligations under the Act have been satisfied;
 - C. Complete and satisfactory performance of the DEVELOPER'S obligations under this Agreement, including but not limited to payment of all expenses incurred by the AUTHORITY as described below;
- 12. Release of Claims for Damages. The DEVELOPER does for itself and its successors and assigns hereby release, discharge, indemnify, defend and hold the AUTHORITY and its elected and appointed officials, employees and agents harmless from any claims, damages, demands, suits, actions or liability of any nature whatsoever, including reasonable attorney's fees and, including, but not limited to, damages to persons or property directly or indirectly arising from or related to the grading, excavation, construction or installation of the Project or any part thereof and/or this Agreement; provided, however, this Paragraph shall not apply to the negligence or misconduct of the AUTHORITY, its elected officials or employees as determined by a court of competent jurisdiction.
- 13. <u>Reimbursement of AUTHORITY Expenses</u>. All reasonable expenses incurred by the AUTHORITY in connection with the Project, including the fees of the AUTHORITY's professional consultants, including but not limited to engineers, inspectors, and attorneys, shall be reimbursed by the DEVELOPER. Such expenses shall include reasonable attorney's fees, engineering fees, and professional consultant fees. Reimbursement shall be due within thirty (30) days after invoicing, including copies of applicable bills, by the AUTHORITY.
- 14. <u>Expenses of Title Transfer; Condition of Title.</u> DEVELOPER shall be responsible for all costs associated with the title transfer upon completion of the Project,

including deed preparation, recording fees, transfer taxes, property taxes, etc. DEVELOPER also understands it only will receive whatever condition of title the AUTHORITY holds and therefore may only receive a quitclaim deed. DEVELOPER shall be responsible at its own expense for any title search, any quiet title action, or any other effort it may desire to pursue in order to confirm or clear the title to the property.

Grant to DEVELOPER. Upon completion of the Project and transfer of title to DEVELOPER, and assuming all other obligations have been met by DEVELOPER, the AUTHORITY will grant to DEVELOPER the sum of) Dollars, as a reimbursement of a portion of costs associated with the Project. The DEVELOPER must assure that the Project Property complies with US Treasury regulations relating to affordable housing. Specifically, DEVELOPER will assure that at the time of sale or lease, the occupant(s)' household income does not exceed the 120% of the then-effective Area Median Income (AMI), consistent with US Treasury regulations governing the AUTHORITY'S source of the grant funds for an affordability period of twenty (20) years. In the case of rentals, annual income recertifications will be required. In the case of homebuyer sales, income eligibility will be determined at the time of sale and only required if the property is conveyed within a twenty (20) year period commencing with the initial date of sale. A chart showing the current (2024) income limits for this area's AMI is attached as Exhibit C, though the parties understand and agree that the AMI calculations will be subject to change. DEVELOPER will be responsible, as a condition of receiving the grant described herein, for the Project's continued compliance with these regulations and, as a condition of receiving the grant funds, will provide AUTHORITY with evidence to demonstrate such compliance. The requirement to comply with the affordable housing regulations by limiting sales/rentals to household(s) with income(s) that do not exceed the applicable thresholds, will be reflected in a deed restriction contained in the deed from AUTHORITY to DEVELOPER.

- Use of the Project Property. The parties agree that once the title to the 16. Project Property has been transferred to the DEVELOPER, it shall be used only in the manner described in the RFP, unless the Parties have agreed to some other permitted use in a separate written agreement. The Parties also understand and agree that the deed conveying title to the DEVELOPER will contain restrictions intended to limit the use of the Project Property accordingly.
- Other Necessary Agreements. The parties agree that they will execute such separate written agreements as may be necessary to complete the development of the Project.
- Notices. Any notices required by this Agreement shall be in writing and 18. shall be sent certified mail, postage paid, return receipt requested, to the address, as appropriate, listed below.

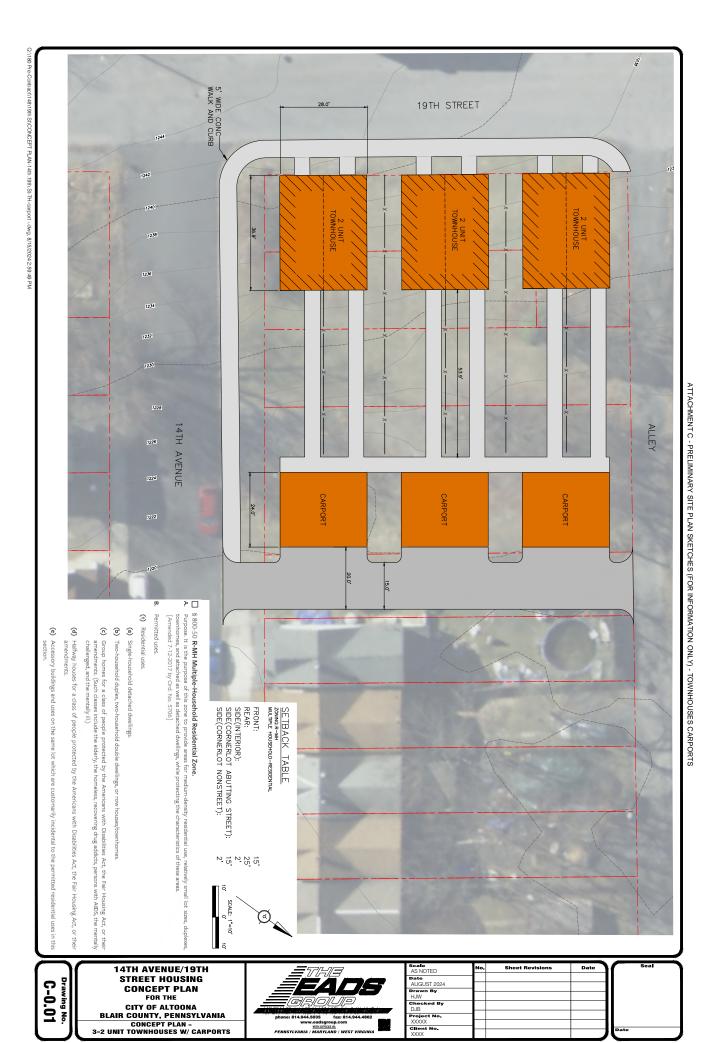
AUTHORITY: Redevelopment Authority of Altoona

1301 12th Street, Suite 400

Altoona, PA 16601

COPY TO:	Patrick J. Fanelli, Esquire Fanelli Legal PO Box 70 Altoona, PA 16603
DEVELOPER:	
Any party may change its address received two days after mailing.	by written notice to the other. Notices shall be deemed
19. Successors and As shall be binding upon the heirs, hereto.	ssigns. This Agreement shall inure to the benefit of and administrators, successors and assigns of the parties
	nde by virtue of a motion of the AUTHORITY Board of n the day of, 20
executed and its seal affixed and said AUTHORITY has caused the	the DEVELOPER has caused this Agreement to be duly I duly attested by its proper corporate officers, and the his Agreement to be duly executed and its seal to be oper officers on the day and year written above.
ATTEST:	REDEVELOPMENT AUTHORITY OF ALTOONA
Secretary	By: President
ATTEST:	DEVELOPER
-	By:
Name:	Name:
Position:	Position:





ATTACHMENT D - ARPA INCOME LIMITS

120% of Median Income Limits – Altoona Metropolitan Statistical Area

Number in Household	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person 7 Person	7 Person	8 Person
Altoona MSA HUD 2024 Income Limits 120% of Median Income	71,400	81,480	91,680	101,880	110,040	118,200	126,360	134,520

RFP 14th Avenue Site Development Project

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The developer will be responsible for the entire project, including survey, land development and zoning consistent with City ordinances. Subsidy through American Rescue Plan Act (ARPA) funding may be available to a developer for infrastructure improvements within the City's right-of-way and/or site construction costs. Projects that utilize ARPA funding are subject to PA prevailing wage rates.

The full RFP with all the requirements is on the City's website www.altoonapa.gov. Five (5) sealed proposals must be submitted no later than Monday, March 31, 2025, at 4:00 PM EST (either mailed or hand delivered; no electronic submissions will be accepted) to City of Altoona, 1301 Twelfth Street, Suite 400, Altoona, PA 16601 c/o Diana White, Director of Community Development. Inquiries should be made via email dwhite@altoonapa.gov or phone 814-949-2470. Equal Housing Opportunity Provider.