

Dec. 11, 2018
West Tisbury Affordable Housing Committee
Minutes

Present: Larry Schubert, Mike Colaneri, Susan Feller, Ted Jochsberger, Angela Prout and Rise Terney. Jeffrey Dubard (part of meeting)

Also Present: Rhonda Conley and members of public

Mike made a motion seconded by Angela to accept the 11-27-18 minutes as written.

VOTE 5 YES 0 NO 1 ABSTAIN

ANNOUNCEMENTS AND CORRESPONDENCE

Consultant: Rhonda reported she had been in contact with Leedara Zola about a contract for consultation on 16 Old Courthouse Rd. (see emails). There was a discussion of asking the Trust to set aside funding for use on the consulting and other predevelopment cost for 16 Old Courthouse Rd.

INVOICES

Rhonda presented invoices from town Counsel and the Vineyard Gazette. **Mike made a motion seconded by Rise to pay the Gazette bill of \$39.66. VOTE 6 YES 0 NO**

Mike made a motion seconded by Ted to pay town counsel invoice of \$61.25. VOTE 6 YES 0 NO

NEW BUSINESS

Budget: The committee reviewed and set a new budget for 2020 (see attached). **Mike made a motion seconded by Rise to approve the 2020 budget with the changes. VOTE 6 YES 0 NO**

UPDATES

Scotts Grove: Mike told the members that the road wash out problem had been addressed.

57 Rustling Oaks: Rhonda reported that Chase Bank was going forward with foreclosure proceedings against Cottle. The committee asked Rhonda to send certified letters to both Chase, their attorney, Rockland Trust and their attorney with the information from the covenant under the foreclosure clause.

20 Lottie's Way: The owners of 20 Lottie's Way are in the beginning of divorce proceedings and the wife wishes to refinance but is not ready to present to the committee. Rhonda was asked to make sure they are aware of the need of a home inspection. Rhonda contacted the home inspector Jeffrey had recommended but has not received a response as of yet.

ONGOING BUSINESS

16 Old Courthouse Rd.: Larry led a review of the RFP and Outline Specs (see attached). Rhonda will prepare a clean version of both.

Mike made a motion seconded by Ted to move forward with a consulting contract with Leedara Zola and to give Larry the authority to sign such agreement. VOTE 7 YES 0 NO

REPORTS

Planning Board: Rise stated that the Planning Board feels that the Lamberts Cove property that the AHC is interested in should not be considered dead in the water.

Adjourned at 8:10 PM

The next AHC meeting will be Jan. 8, 2019 at West Tisbury Town Hall at 6:30 PM in the 2nd floor conference rm.

The next AHT meeting will be Jan. 8, 2019 at West Tisbury Town Hall at 6:30 PM in the 2nd floor conference rm.

Respectfully submitted by Rhonda Conley

ATTACHMENTS

TOWN OF WEST TISBURY REQUESTS FOR PROPOSALS for the West Tisbury Community Housing Project at 16 Old Courthouse Road.

The Town of West Tisbury, through its Board of Selectmen and with assistance from Affordable Housing Committee invites qualified responders to submit a proposal for affordable rental or condominium housing construction and management. The selected responder will be responsible for the construction of two (2) units within up to two (2) buildings, to be constructed on approximately 0.5 acre parcel of land in West Tisbury located at **16 Old Courthouse Road**, Assessor's Parcel 22-8 (the "property"). The Town of West Tisbury will convey the property to the selected responder via a ground lease at one dollar (\$1.00). The selected responder or its designee will be responsible for permitting, funding, demolition, construction and ongoing property management. Units will be restricted affordable in perpetuity. West Tisbury Town Meeting authorized the West Tisbury Board of Selectmen to take all necessary steps to create affordable housing on the 16 Old Courthouse Road property; any applicable reference in this RFP to the Town of West Tisbury means the Board of Selectmen or designee, West Tisbury Affordable Housing Committee, acting for the Town.

A. General Information

1) Proposals will be accepted at the West Tisbury Town Hall, Office of the Town Administrator, 1059 State Rd., P.O. Box 278, West Tisbury, MA 02575, until _____ Applicants must submit one original application and 12 (twelve) copies in a sealed envelope marked "West Tisbury Community Housing Project at 16 Old Courthouse Road". Faxed or e-mailed proposals will be deemed non-responsive and will be rejected. Submittals will be accepted until that date and time. Responses will be opened the following business day _____ If, at the time of the scheduled response opening, Town Hall is closed due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the response opening will be postponed until 2:00 PM the next business day.

2) Award will be made within sixty (60) days after response opening unless otherwise stated in the specifications or the time for award is extended by mutual consent of all parties. All submittals shall be valid for a minimum period of sixty (60) calendar days following the date established for acceptance.

3) If any changes are made to this RFP, an addendum will be issued. Addenda will be e-mailed, mailed or faxed to all companies and individuals on record as having requested the RFP.

3) There will be a Bidders Conference on site, _____.

4) All inquiries or questions regarding this RFP should be submitted via e-mail no later than _____, 6 to (Ms. Leedara Zola, Housing Consultant, leedarazola@gmail.com). Responses to inquiries and questions will be mailed, faxed or emailed to all companies and individuals on record as having requested the RFP.

5) Responses may be modified, corrected or withdrawn only by written notice received by the Town of West Tisbury prior to the time and date set for the response opening. Modifications must be submitted in a sealed envelope clearly labeled "Modification No. ____" and must reference the original RFP response.

6) Responses received prior to the date of opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a response not properly addressed and identified. Any submittals received after the advertised date and time for opening will be considered non-responsive and be returned to the responder unopened.

7) Proposals, which are incomplete, conditional or obscure, will be rejected. No award will be made to any proposer who cannot satisfy the Awarding Authority that he/she has sufficient ability and sufficient capital to enable him/her to meet the requirements of these specifications. The Awarding Authority's decision or judgment on these matters shall be final, conclusive and binding.

8) The Town of West Tisbury reserves the right to reject any and all responses and to waive any minor informality in responses received whenever such rejection or waiver is in its best interest.

9) The Town of West Tisbury may cancel this RFP, in whole or in part, or may reject all Proposals, or may procure only some goods and/or services outlined in this RFP whenever such action is determined to be fiscally advantageous, or if it is otherwise in the best interest of the Town of West Tisbury.

10) The Town of West Tisbury may request that supplementary information be furnished to assure the Town of West Tisbury that a proposer has the technical competence, the business and technical organization, and the financial resources adequate to successfully perform the necessary work.

11) The Town of West Tisbury will not be responsible for any expenses incurred in preparing and submitting responses. All submittals shall become the property of the Town of West Tisbury. All deliverables, reports, maps and other documents resulting from this contract shall become the property of the Town of West Tisbury.

12) The RFP, and any subsequent contract for the services, is hereby issued in accordance with M.G. L. c. 30B. The selected proposer shall be expected to comply with all applicable state and federal laws in performance of service and acceptance of the land from the Town of West Tisbury, including but not limited to M.G.L. c. 44, § 63A, M.G.L. c. 60, § 77A and M.G.L. c. 60, § 77B.

13) Response to this RFP acknowledges the proposer’s acceptance of all sections and requirements of this document. The proposer’s response to the RFP will be incorporated within the contract. If the proposer’s proposal does not comply with the requirements of this RFP, or if an item is not understood in any way, a copy of that section of the RFP must then be included in the proposal and all its copies clearly stating the deviation, additions, or other comments.

14) The Town of West Tisbury makes no representations or warranties, express or implied, as to the accuracy and or completeness of the information included in this RFP. This RFP, including all attachments, supplements and/or future addendums, is made subject to errors, omissions, and withdrawal without prior notice, and to changes to, additional, and different interpretations of laws and regulations.

15) The Tax Compliance Certification and the Certificate of Non-Collusion must be included with the response. These forms must be signed by the authorized individual(s).

B. Background

1. Housing Needs. The Department of Housing and Community Development lists West Tisbury as having **1.8%** of its year-round housing stock affordable to low-to-moderate income households. The state goal is 10%. Compared to other Vineyard towns (ranging from Aquinnah with **25.9%** to Chilmark with **0.7%**), West Tisbury has the second least affordable housing.

With a very high seasonal demand for rental housing, year-round stable affordable rentals are rare, if not virtually impossible, to find.

With the large demand for summer homes the cost of purchasing a home has become virtually unattainable for those making median income or below.

2. 2018 Dukes County Area Median Incomes

3. Affordable Rental Rates

2018 Affordable Rent (assuming utilities included)

C. Request for Proposals

1. Project Description

The Town of West Tisbury through the Selectmen with assistance of the Affordable Housing Committee invites qualified responders to submit a proposal for affordable rental or condominium housing construction and management. The selected responder will be responsible for the construction of two units to be constructed on an approximately 0.5 acre parcel of land in West Tisbury located at **16 Old Courthouse Road**, Assessor’s Parcel 22-8 (the “property”). See Attachment A for Maps, Information and

Town Meeting Vote. The Town of West Tisbury will convey the property to the selected responder via a ground lease at one dollar (\$1.00). The area to be ground leased will be the “property” with the exact specifications to be approved by the Board of Selectmen before the ground lease is executed. The selected responder or its designee will be responsible for permitting, funding, demolition, construction and ongoing property management. Units will be restricted affordable in perpetuity.

The purpose of this Request for Proposal (RFP) is to select a developer who can demonstrate the experience and capacity to timely and successfully:

- a) Enter into a Ground Lease with the Town of West Tisbury.
- b) The selected responder will be responsible for conducting community outreach and design, review. Before applying for permitting the draft plans and specifications shall be presented to the community and neighbors. The developer will work to be harmoniously with the neighborhood.
- c) Secure all appropriate approvals and permits. It is anticipated that this project will be permitted under the Town of West Tisbury Zoning Bylaw Section 4.4 “Housing”.
- d) Ensure all units are included on the Department of Housing and Community Development (DHCD) Subsidized Housing Inventory (SHI). This requirement may be waived at the discretion of the Town of West Tisbury
- e) If applicable, execute a Regulatory Agreement in a form acceptable to the Town of West Tisbury and the Department of Housing and Community Development.
- f) Demolition will be the responsibility of the responder. Responder may decide to use the building and/or some of the building materials.
- g) Construct building/s for a total of two (2) units.
- h) Work cooperatively through marketing, including lottery if necessary, utilizing the Town’s selection processes for future assignments.
- i) Effectively and productively manage **the units** of affordable rental housing, ensuring a quality, sustainable neighborhood; or at the approval of the Town of West Tisbury, hire a local management team under a management agreement approved by the Town of West Tisbury. (If applicable).

If condominium units responder will effectively and productively oversee the units.

See Attachment B for Outline Specifications. The area to be ground leased will be the property, with exact specifications to be agreed upon before the ground lease is executed. See also “Site Plan of Land in West Tisbury, MA” showing property details. It is expected that the final plans for the driveway and apron will be part of design plan. The developer must obtain final approval of these plan’s details for the project driveway and the apron plan, from the Planning Board’s Road Inspector and the town’s Fire Chief. These plans may need changes to meet current specifications and new **Town** rules or laws. The West Tisbury Affordable Housing Committee and town officials will work with the developer to do what

is needed and appropriate for this project to be done safely and correctly. Any changes from the developer approved plans must be in concert with the above parties and the West Tisbury Affordable Housing Committee, and must be approved by the Board of Selectmen.

See also Attachment C for a sample Ground Lease, including Sample Management Agreement. See Attachment D for a sample Regulatory Agreement. See Attachment E for a sample Tenant Selection Policy and Tenant Lease, Condominium Agreement, Deed Rider and Applications.

The selected responder will be responsible for securing all permits and necessary zoning relief*. It is expected that this project will be under a Special Permit through the Town of West Tisbury Zoning Bylaw section 4.4 Housing.

***Zoning relief will be required for building outside of the building envelope. Nitrogen credits will also need special permission through the Board of Health.**

The selected responder will be responsible for ensuring the units are included on the Department of Housing and Community Development (DHCD) Subsidized Housing Inventory (SHI). It is expected that this would be via the Local Initiative Program (LIP).

The selected responder will be responsible for quality construction of the units. (See Attachment B" for Specifications)

The selected responder will work cooperatively with the West Tisbury Affordable Housing Committee or other entity approved by the Town of West Tisbury, through outreach, marketing, lottery, if necessary and maintenance of appropriate waiting lists

The Town of West Tisbury will require that the Developer use best efforts to secure the maximum local preference allowed by law in the initial tenant selection/**condominium ownership** and lottery, if necessary.

II. Property Description

The property is approximately 0.5 acre parcel of land in West Tisbury located at **16 Old Courthouse Road**, Assessor's Parcel 22-8. See Attachment A for Maps, Information and Town Meeting Vote. See Attachment B for Site Plan and Outline Specifications. The Site Plan prepared by _____ and dated _____ presents an estimated build envelope. The developer may request a variance from the Zoning Board if he/she wishes to go outside the building envelope.

Selected responder and the Town of West Tisbury will agree upon a building envelope prior to execution of Ground Lease. The area to be ground leased will be the property, with exact specifications to be agreed upon before the Ground Lease is executed.

III. Goals and Guidelines

The Town of West Tisbury has established the following guidelines as a reflection of its goals for quality development of the property. Priority will be given to applicants who demonstrate the ability to best meet these goals, as determined by the evaluation criteria in this RFP

A. General Design and Construction Guidelines

All structures must comply with any local applicable code, including “stretch code”, Massachusetts State Building Codes, Massachusetts Electrical Code, Massachusetts Plumbing and Heating Code, Massachusetts Fire Code, and Massachusetts Sanitary Code.

There is no preference for type of construction. Modular or panelized construction is acceptable, as is traditional “stick-built” construction. Must be in the character of the neighborhood. To the greatest extent possible, building plans should be harmonious with the existing architecture of the neighborhood and the Town of West Tisbury.

Building/s and Units will be sited within a building envelope as approved of by the West Tisbury Affordable Housing Committee and the West Tisbury Board of Selectmen. The developer must obtain final approval of driveway and apron plans’ details for the project from the Planning Board’s Road Inspector and the town’s Fire Chief. These plans may need changes to meet current specifications and new **Town** rules or laws. The West Tisbury Affordable Housing Committee and town officials will work with the developer to do what is needed and appropriate for this project to be done safely and correctly. Any changes from the attached plans must be in consort with the above parties and the West Tisbury Affordable Housing Committee, and must be approved by the Board of Selectmen.

B. Building and Unit Specifications

The preference is for units in one building. The ground floor living space in **the** units must meet ADA visitability standards, including exterior walkways.

The site plan must include _____ parking spaces.

D. Energy Efficiency and “Green” Construction

Proposals shall provide the most energy efficient residential project within the constraints of this development. Energy Star Standards shall be adhered to. The Town of West Tisbury encourages applicants to suggest in their design plans to improve the energy efficiency and maintenance of the housing units. It encourages applicants to suggest “green” technologies, LEED construction and/or near Net Zero and Net Zero Building, including, but not limited to, the addition of solar energy components.

E. Landscaping and Site Work

Proposals will include finish grade (taking into account appropriate and reasonable drainage techniques), lawn, shrubs and appropriate driveways. **Proposals shall provide a landscape plan that includes a no disturb area along the property borders. .**

F. Readiness to Proceed and Timelines

Developer shall show the ability to start on the project within a reasonable timeframe after award of this project. Start shall be evidenced by securing of a building permit. The ground lease will be executed after receipt of all building permits. Construction shall be completed, as evidenced by a Certificate of Occupancy, and the units shall be rented or in condominium ownership to eligible and qualified households, preferably earlier but no later than two years after building permits have been issued. Timelines may be extended by mutual agreement of the Developer and the Town of West Tisbury. In the event the Developer defaults on the aforesaid obligations, at the Town's option, title to the land shall revert to the Town or its designee.

Financial

Selected responder shall be responsible for all costs associated with permitting, demolition, construction, household selection and ongoing rental maintenance and management (if applicable), and shall demonstrate the financial capacity to manage and complete the Project. Assistance shall be provided by the Town of West Tisbury in the form of documentation for any grant applications or subsidies for which the selected responder may **choose** to apply.

Ground Lease

See Attachment C for a sample Ground Lease. The Ground Lease fee will be one dollar (\$1.00). This is a one-time fee. The area to be ground leased will be the "property", with exact specifications to be agreed upon before the Ground Lease is executed.

IV. Evaluation Criteria

The criteria to be used by the Town of West Tisbury in evaluating the proposals are as follows.

A. Minimum Threshold Criteria The project must meet the minimum threshold criteria. Submittals failing to comply with one or more of the minimum criteria stated below shall be disqualified from further consideration:

1. The response must be complete and must conform to all submission requirements.
2. Proposal must be for **two (2) units; 3 or 4 bedrooms. .** All of the ground floor living space in **the** units must meet ADA visitability standards, including exterior walkways.

3. Affordability (utilizing the Town's selection processes for future assignments): Units must be affordable to households earning at or below 100% of the Duke's County Median Income.

4. Responder must certify compliance on all state and local taxes (see Attachment ___).

B. Comparative Evaluation Criteria:

Projects meeting the minimum criteria will be judged on the following additional comparative evaluation criteria. The Town of West Tisbury reserves the right to award the contract to the responsive and responsible proposal which best meets the Town's needs, taking into account qualifications, submittal quality and evaluation criteria. The awarding authority's decision or judgment on these matters shall be final; the Town of West Tisbury will use the comparative criterion for each separate rating area, and based upon these criteria, will assign an overall rating to each proposal. Each of the criteria may contain ratings of:

Unacceptable, Not Advantageous, Advantageous, Highly Advantageous

An "Unacceptable" rating in any one of the criteria may eliminate the proposal from further consideration.

1. Strength of Development: Team Applicants will be evaluated on the strength of the development team as evidenced by the experience with similar projects. Experience evaluated will be that of the organization's principal (executive director, chief executive officer, or similar position) and the individual designated to lead the Project (project manager or other similar position).

Unacceptable: Either the organization's principal or the project manager has had no experience with similar projects within the last 5 years.

Not Advantageous: Either the organization's principal or the project manager have had experience with only 1 similar project within the last 5 years.

Advantageous: Both the organization's principal and the project manager have had experience with 2 or more similar projects within the last 5 years.

Highly Advantageous: Both the organization's principal and the project manager have had experience with 3 or more similar projects within the last 5 years.

2. Construction Experience: Applicants will be evaluated based on the extent of the organization's construction experience with residential new construction affordable rental projects.

Unacceptable: Applicant has **no experience** of the above stated construction experience.

Not Advantageous: applicant has less than 5 years' experience of the above stated construction experience.

Advantageous: Applicant has 5 to 8 years of the above stated construction experience.

Highly Advantageous: Applicant has more than 8 years of the above stated construction experience.

3. Rental Property Management (if applicable): Experience Development Team will be evaluated on the extent of the organization's and/or the organization's designated Management Group's experience with Rental Property Management in the context of affordable housing.

These will be taken into consideration if the units are created as rental units and not condominium ownership.

Unacceptable: Applicant has no experience with rental property management in the context of affordable housing.

Not Advantageous: Applicant has less than 5 years' experience with rental property management in the context of affordable housing.

Advantageous: Applicant has 5 years of experience with rental property management in the context of affordable housing.

Highly Advantageous: Applicant has more than 5 years of experience with rental property management in the context of affordable housing.

4. **Financial Experience and Capacity:** Applicants will be evaluated on the extent to which financial references verify financial capacity of applicant and the extent of their financial strength to support the most favorable terms from a construction lender.

Unacceptable: Applicant has not demonstrated financial capacity by providing adequate documentation to allow reviewers to determine financial viability.

Not Advantageous: Applicant has provided basic documentation regarding financial capacity however it is not clear that applicant has the financing or cash flow to adequately complete the project.

Advantageous: Applicant has provided sufficient documentation to demonstrate financial viability and cash flow to complete the project.

Highly Advantageous: Applicant has provided ample documentation to demonstrate financial viability and cash flow with a lending letter of interest naming this project and documenting availability of financing.

5. **Project Discussion and Cost Projections** Applicants will be evaluated on the extent of their project understanding, especially pertaining to the goals of creating quality affordable housing that can be rented or condominium ownership affordably to income qualified households, as evidenced by Applicant's Narrative Description of the Proposed Development and Development Budget.

Unacceptable - Proposal did not adequately convey Applicant's understanding of the project goals and approach to completing the project successfully.

Not Advantageous - The response indicates Applicant may understand the project goals, but the materials provided are not clear enough to make a determination. Applicant's approach does not instill confidence in a plan to complete the project in a well thought out manner.

Advantageous - The Narrative and Budget provided indicate Applicant will meet the project goals and show the Applicant's demonstrated understanding of the project and approach to the work required.

Highly Advantageous - The Narrative and Budget provided clearly indicate Applicant's understanding of the project goals and ability to successfully meet these goals; shows the Applicant's demonstrated understanding of the project; Applicant's ability to bring leadership to the project and that their approach to the project demonstrates a creative and thorough process.

6. Project Discussion and Design Proposals Applicants will be evaluated on the extent of their project understanding, especially pertaining to the goals of creating quality affordable housing that is harmonious with the existing architecture of the neighborhood and the Town of West Tisbury, and meets the Goals and Guidelines in the RFP, as evidenced by Applicant's Narrative Description and Preliminary Site Plans.

Unacceptable - Proposal did not adequately convey Applicant's understanding of the project goals, and approach to designing the project successfully.

Not Advantageous - The response indicates Applicant may understand the project goals, but the materials provided are not clear enough to make a determination. Applicant's approach does not instill confidence in a plan to design the project in a well thought out manner.

Advantageous - The Narrative and Preliminary Site Plans provided indicate Applicant will meet the project goals and show the Applicant's demonstrated understanding of the project and approach to the design.

Highly Advantageous - The Narrative and Preliminary Site Plans provided clearly indicate Applicant's understanding of the project goals and ability to successfully meet these goals; shows the Applicant's demonstrated understanding of the project; Applicant's ability to bring leadership to the project and that their approach to the design demonstrates a creative and thorough process.

7. Readiness to Proceed Applicants will be evaluated on their ability to begin the project in a timely manner as demonstrated by the Projected Development Schedule. Start shall be evidenced by securing of a building permit.

Unacceptable: Applicant did not provide a Projected Development Schedule.

Not Advantageous: Applicant has provided a Projected Development Schedule that documents the ability to start the project 24-36 months after the execution of the ground lease.

Advantageous: Applicant has provided a Projected Development Schedule that documents the ability to start the project 12-24 months after the execution of the ground lease.

Highly Advantageous: Applicant has provided a Projected Development Schedule that documents the ability to start the project within 12 months or less after the execution of the ground lease.

8. Ability to Work with Local Government and Funding Sources Applicants will be scored according to the extent of successful experience working with government-assisted programs and funding sources during the last five years.

Unacceptable: Applicant with no successful experience working with government assisted programs

Not Advantageous Applicant with less than one year successful experience working with government assisted programs

Advantageous: Applicant with one to five years successful experience working with government assisted programs

Highly Advantageous: Applicant with more than five years of successful experience working with government assisted programs

9. Green Construction Proposal will receive additional consideration for green construction as follows:

Unacceptable: Lack of adherence to Energy Star standards

Not Advantageous: Adherence to Energy Star standards

Advantageous: Additional "green" aspects to construction beyond Energy Star

Highly Advantageous: LEED certified construction

V. Submission Requirements

Applicants must submit all of the following information:

1. Letter of Interest signed by all principals of the applicant organizations.
2. Narrative description of the proposed development, including description of development team (key consultants, property manager, architect, contractor and attorney). The narrative should detail previous experience of members of team and should also provide details on similar projects completed.
3. Project Information (MUST USE: One Stop located at www.mhic.com)
 - a. Project Description and Development Team Summary (One Stop Section 1&2)
 - b. Sources and Uses (One Stop Section 3)
 - c. Operating Pro-Forma (One Stop Section 4)
 - d. Preliminary site plan
 - e. Preliminary architectural floor plans and elevations
 - f. Projected development schedule

4. Financial and Developer Information: a. Developer Financials: Most recent federal tax forms and audited financial statements b. Letters of interest from lender(s) or other documentation of funding sources c. References (no more than three), including name, title and contact information d. List/Description of other real estate owned

5. Forms and Certificates a. Certification of Tax Compliance (M.G.L. c. 62C, 49A) (Attachment __) b. Disclosure of Beneficial Interests (M.G.L. c.7, 40J) (Attachment __) c. Certificate of Non-Collusion (Attachment I) d. Information regarding any legal or administrative actions, past, pending or threatened that could relate to the conduct of the applicant's business (Attachment J).

VII. Selection Process **Attachment lettering will be decided when all needed attachments are accounted for.**

All packages submitted by the deadline will be opened in public and logged in. All information contained in the proposals is public. The Town of West Tisbury, with the assistance of its Affordable Housing Committee or its designee(s) will review and evaluate all proposals that have been received by the submission deadline. Evaluation of the proposals will be based upon the information provided in the applicant's submission in accordance with the selection criteria.

**OUTLINE SPECIFICATIONS
WEST TISBURY COMMUNITY HOUSING
DRAFT
12-11-18**

DIVISION 1: GENERAL REQUIREMENTS

1.2 General Conditions

These specifications are a further explanation of RFP points. They provide additional information concerning the building/s and related site for the 2 rental or condominium units* to be constructed at 16 Old Courthouse Road, West Tisbury, MA (Assessor Parcel Map 22 Lot 8).

The owner is the Town of West Tisbury through their designee, West Tisbury Affordable Housing Committee (**referred to herein as the lessor**). The land is being leased through a ground lease to a developer.

The developer is _____ (referred as the lessee). All work shall conform to Massachusetts State Building Code, the Town of West Tisbury Zoning Bylaws and building codes which includes a "stretch code" and the Order of Conditions set forth by the West Tisbury Zoning Board of Appeals and /or West Tisbury Planning Board. The outline specifications, along with the developer's design plans for site, building, landscape, water and septic, become part of the Construction Contract.

Lessee through a designated general contractor if so designated shall through a Construction Contract between such lessee and general contractor perform the conditions as listed here.

Lessee/Contractor is to provide all necessary on-site supervision of all trades to execute the described scope of work.

Lessee/Contractor is responsible for temporary and permanent utilities costs during construction.

Lessee/Contractor is responsible for shoring required by excavation.

Lessee/Contractor is responsible for providing materials and labor to ensure a completed project based on drawings (plans) and specifications. Lessee is to include all general construction costs such as rubbish disposal, telephone, fax, and delivery costs.

Lessee is responsible for maintaining on-site utilities.

Temporary protection: protect in place construction and stored materials from the weather, including wind, hail, rain and wind.

Where there is a contradiction between the drawings and the specifications, the stricter, higher quality method or material shall apply.

1.2 Special Conditions

The Lessee/Contractor shall carry General Liability (\$1,000,000.00) and complete Worker's Compensation Insurance for all people employed on the jobsite.

All subcontractors employed on this project must carry a minimum of \$500,000.00 General Liability Insurance and, if they have employees, complete Worker's Compensation coverage.

The Lessee/Contractor shall carry all property related insurance for work-in-progress and construction materials on site, and the Lessee shall be a named insured on the Builder's Risk Policy.

Lessee/Contractor will attempt to use energy and resource efficient systems and materials, and will attempt to specify low-toxicity materials throughout.

***The Affordable Housing Committee has decided to give the developer the option of creating either two rental units or two condominium units. The configuration of the two units is also the developer's choice of 1-1 bedroom and 1-2 or bedroom or 2-2 bedroom units or 1-1 bedroom and 1-2 bedroom units. Over 3 bedrooms on the property will require Nitrogen loading credits.**

The Lessee/Contractor will guarantee all work for a minimum of one year from the date of substantial completion and acceptance by the Lessor. The following components will have longer warranty periods: Windows and glazing will be fully guaranteed for two (2) years. All window parts will be guaranteed for ten (10) years and glass will be guaranteed against seal failure for twenty (20) years. The Lessee/Contractor will attempt, as much as possible, to employ environmentally responsible construction methods and to minimize resource depletion and waste brought to local landfills. Careful purchasing of materials, recycling of construction debris where possible, and use of materials which use recycled or reconstituted material will be encouraged throughout the project.

1.3 Permits and Fees

The Lessee/Contractor will be responsible for acquiring all necessary permits, complying with the terms of such permits, and successfully completing all necessary inspections.

1.4 Clean Up, Disposal

The Lessee/Contractor will have the premises professionally cleaned at completion to prepare the buildings for occupancy, including complete house cleaning and window washing.

The site shall be fully cleaned of all construction debris.

1.5 Project Closeout and Post Occupancy

All subcontractors will be responsible for taking care of their own waste and debris. Dumpsters should be provided, but Subcontractors will be responsible for separating trash and waste as directed by the Jobsite Foreman, respecting all site constraints, and leaving both the site and buildings clean and free of debris.

Closeout submittals will include the following

Operation and maintenance data and manuals including the following:

- Ventilation system
- Heating system
- Potable water system
- Electric power, telephone and cable service
- Lighting and Light bulbs
- Appliances
- Paint and finishes
- Tiles and other flooring
- Solar panels or other "green" energy systems if applicable
- Warranties
- Massachusetts New Homes with Energy Star certification
- Keys and keying schedule (when appropriate)
- Spare parts, maintenance materials, and extra materials as necessary
- Evidence of compliance with requirements of governmental agencies having jurisdiction, including:
 - Occupancy Permit
 - Record documents
- Construction photographs of all roughed walls and ceilings prior to drywall, keyed to plans, in the form of "roughing books"

Lessee/Contractor or appropriate subcontractor of installation will instruct the Management Team in the proper operation and maintenance of systems, equipment and similar items which are provided as part of the Work.

Systems Start Up: The Lessee/Contractor shall orchestrate complete start-up of systems and instruct Management personnel in proper operation and routine maintenance of all systems and equipment, or have appropriate subcontractors do so.

Punch List: The Contractor shall provide one punch list at substantial completion of any incomplete construction items prior to final cleaning and occupancy.

1.6 Submittals

Contractor is responsible for submitting manufacturer's data on the following:

- Manufactured windows and doors
- Insulation
- Light Fixtures
- Plumbing fixtures
- HVAC and HRV systems
- Solar systems or other "green" systems if applicable

1.7 Substitutions

Once Contractor's final outline specifications have been approved by the Lessee no substitutions shall be made for specified products without approval from the Lessee.

When a substitution is proposed, the Contractor is to provide sufficient information to enable the Lessee to make comparison between the specified product and the proposed product.

Lessee is entitled to make substitutions. Additions or credits in project costs and time shall be determined by the following process:

Contractor indicates proposed substitutions

Contractor will provide a written proposal of changes which includes:

1. Lessee's costs, without a markup, of material before change and after change.

2. Cost of labor before change and after change.
3. Incidental credits or expenses related to change.
4. Tabulation of overhead and profit percentage.

Overhead and profit percentages will remain the same for changes. A credit will receive the same percentage as an addition receives.

1.8 Warranty on Billable Work

Contractor will guarantee all work for a minimum of one year from the date of substantial completion and acceptance by the Lessee. Warranty Repair approximately 30 days prior to expiration of the comprehensive warranty, Contractor will schedule an appointment with the Lessee and return to the project if there are any items to be corrected by the Contractor under the terms of the comprehensive one-year warranty. Contractor shall make repairs listed within 30 days of the Lessee's (issuance of the Warranty Repair List', unless otherwise agreed by the lease. During the one-year period between substantial completion and warranty expiration, Contractor will make warranty repairs and adjustments on an as needed basis.

Windows, doors and related hardware will be guaranteed as per manufacturers' warranties.

1.9 Energy Efficiency

Contractor will be responsible for the following

Meet Massachusetts Building Code and Town of West Tisbury Building Stretch Code **DIVISION 2:**

SITEWORK

2.1 Surveying and Layout

Survey and building envelopes will be provided by _____.

Septic and well design shall be Lessee's responsibility. Design shall be included with RFP response.

Lessee/Contractor to call Dig-safe to verify the precise location of all utilities on site prior to initiating demolition activities. Lessee/Contractor shall protect utilities throughout construction.

2.2 Site Protection

Protection of existing landscape features as "no disturbance zones" will be maintained by the Lessee/Contractor and generally protecting specific plants and other natural features as required for the preservation during construction, and clearly delineated on-site, as indicated by the Lessor.

Lessee/Contractor shall prevent the loss of soil during construction by storm water runoff and/or wind erosion, including protection of topsoil stockpiled for reuse.

Lessee/Contractor shall prevent sedimentation of wetlands, streams and lakes.

Lessee/Contractor shall prevent pollution of the air with dust and particulate matter.

Protect existing landscape and natural features as required for their preservation during construction.

All natural areas should be treated as finished landscapes unless otherwise indicated to minimize disturbed area and all existing vegetation not to be removed to be protected against unnecessary cutting, breaking or skinning of roots or bark.

Silt fencing will be installed as necessary to prevent erosion.

Protect trees from vehicle traffic and parking of vehicles by keeping vehicles outside of drip line of trees.

2.3 Site Clearing and Preparation

Efforts shall be coordinated between Landscaper and excavation contractor.

Clearing shall be done with minimal site impact.

This includes removal of trees, shrubs, groundcovers according to site plan and field markings.

2.4 Excavation and Backfill

This shall include excavation as required for demolition of existing building*, new construction, sub-grade fill, footings, foundations, wells, septic and underground utilities trenches from street to buildings. Contractor to promptly notify of any unexpected sub-surface conditions.

Excavation to be done according to site plan and elevation benchmarks, which shall be to 2 inches below top-of-footings.

Foundations (no basements only slab or crawl space) will be backfilled with clean well-draining sand.

Footings shall be clean fill from below footings.

Excess fill not suitable for road and parking areas is to be removed from site to minimize onsite storage.

2.5 Trenching

Trenching to include the supply and burial of the following utilities in this order:

- Water service at 4 ft. minimum below finish grade from foundation to new well(s) with appropriate tie-in

- Septic service pipes pitched to drain per approved plan

- Electric power from existing transformer at 3 ft. minimum below finish grade.

Lessee/Contractor to coordinate subcontractor installation of site utilities, and locations for trenches.

Site utilities will be installed according to a coordinated overall plan.

***Demolition-The developer may or may not demolish existing building. If demolition is the developer's choice than all possible uses for salvageable materials (e.g. granite stones, beams, etc.) shall be considered in the plan.**

2.6 Road and Parking

Road and Parking should follow the Design plan submitted by developer. Driveway and parking should be situated where it will have the least impact on neighbors. Lessee will be responsible for design to be included with RFP response. These plans should follow current Town rules and laws. Final approval from the West Tisbury Planning Board Road Inspector and the West Tisbury Fire Chief of the plan's road and apron details will be required. The road apron onto Old Courthouse Rd. shall be a double car entrance. All roadways and drivable paths to have a minimum 6 inch base of compacted suitable fill.

All roadways and drivable paths to have a minimum 2 inch sand hardener surface.

A minimum of (? 3-4) parking spaces shall be provided.

At least 90% of the site (excluding area under roof) will be permeable.

2.7 Site Grading

Lessee/Contractor to provide elevations and transitions. Sub-grading to be completed according to site plan, using soils recovered from on-site excavation and set 6 inches below final/finished grade.

Grade to be raised as appropriate to allow for drainage away from buildings.

Finish grade shall be completed after building exterior is completed. Care must be taken so that compaction of finished grading layer does not occur by vehicle or personnel. Utilize stockpiled topsoil, ensuring that only clean, loose topsoil with maximum grain size of 1 inch is utilized. Amend the stockpile with organic composted material (brown or black color with no unpleasant odor). Import equivalent topsoil as needed. Grade topsoil for final finish grade.

Include final grading and utility trenches, septic tanks, and septic field.

2.8 Land Clearing

Land clearing to be designed and coordinated by Lessee/Contractor.

Hardwood to be cut to firewood, pine to be removed from site and all limbs and branches to be chipped. This may be used on property by landscaper.

2.9 Screening (provide Allowance)

Design plan shall include a no disturb zone.

2.10 Site Drainage

All drainage directed away from buildings.

2.11 Walks and Paths

All walkways shall be handicap accessible (meet ADA standards).

Path and ramps to all buildings shall have pitch of 1:20 maximum for easy wheel chair accessibility.

2.12 Loam

On site loam shall be tilled, stripped and stockpiled for use on site if of sufficient quantity.

On-site loam (if utilized) will be augmented with off-site material, minerals, peat moss, or organic nutrients as necessary.

Sufficient loam will be provided for all disturbed areas to be re-planted.

All areas to be reseeded with lawn or meadow mix to be prepared with 6 inches of loam.

2.13 Lawns

Approved RFP Landscape plans shall be followed blending edges with native plant material.

Lawn shall be loam, fertilizer, lime, and seed (grasses, wild flowers, etc.).

All lawn shall be drought-tolerant.

2.14 Planting Beds

Beds to be prepared as to material, depth, and size according to landscape plans, using loam, fertilizer, mulch and peat moss.

Bed depth, additional nutrients, etc. to be determined and specified.

2.15 Plantings

Plantings installed per landscaping plan included with RFP response.

Organic planting practices shall be used.

Materials and fertilizers (organic) should include perennials, shrubs and small trees with all plants considered native and at least 90% drought tolerant. Plantings shall be in keeping with existing landscape.

2.16 Miscellaneous Site Work

Lessee/Contractor and Landscape Contractor shall coordinate, thus insuring an integrated approach to construction of the site, as well as understanding of the details, to include:

- Pruning, cuttings, clean up, edges, etc.

- Meetings, notes, weekly reporting, etc.

2.17 Storage/Shed(s)

These shall follow RFP plans submitted.

They shall fit within the development plans.

DIVISION 3: CONCRETE

3.1 Foundations

Complete poured concrete slabs or crawl spaces shall be installed.
Bituminous damp proofing shall be applied to all foundation walls below finish grade.

3.2 Floor Slabs and Prep

Concrete contractor will install rigid insulation, vapor barrier and steel mesh, and will be responsible for all slab setup and prep including necessary sand grading and backfill below slab.
Sidewall insulation to be installed by contractor prior to prepping and pouring floor slab.

DIVISION 4; CARPENTRY

4.1 Type of Construction

Buildings may be modular, stick built or kit.

4.2 Conventional Framing (if applicable)

Framing shall include all floor, wall and roof framing, strapping ceilings, and all necessary blocking. **All** shared unit walls shall have sound proofing
All framing lumber in contact with ground or concrete to be pressure treated ACQ southern yellow pine.
Waste factor for all framing material will not exceed 10%.

4.3 Exterior Trim and Woodwork

All exterior casings, corner boards, rakes, soffits, light blocks, and details shall be included.

4.4 Porch Frames and Finish

Includes porches and ramps as shown on plans.

4.5 Interior Trim and Finish Work

This shall include all casings, base molding, trim details and closet finish.
All interior woodwork shall be painted or approved equivalent.
Miscellaneous. closet shelving and hanging bar shall include a 12 inch shelf and wood closet pole.

4.6 Cabinetry and Countertops

The design plan shall include the cabinetry, etc.

This includes all pre-fabricated Kitchen cabinets, built ins and bathroom vanities.

4.7 Interior Stairs and Railings (if applicable)

This includes Main stairs:

- Stairways to be housed stringer constructions.
- Handrails hung on wall mounted handrail brackets.

DIVISION 5 THERMAL AND MOISTURE CONTROL

5.1 Roofing

Asphalt shingles (30 year) shall be used.
All flashing installed in strict accordance with manufacturer approved detailing, specifications and recommended procedures.

5.2 Siding

Wood shingles shall be used or appropriate equivalent.

5.3 Gutters

Gutters and downspouts shall be installed.
ADS to daylight or to drywells as required.

5.4 Insulation

Insulation shall be sufficient to meet Town of West Tisbury Building Stretch Codes> Remove rest-achieve previously cited Energy Star Tier 3 standards

5.5 Vapor Sealing and Air Sealing

Typical building practices shall be followed taking into consideration West Tisbury "stretch code".

DIVISION 6: DOORS, WINDOWS, SKYLIGHTS

6.1 Doors-Exterior

Exterior doors shall inswing with at least 1 3/4" thickness and strong lock sets.

6.2 Doors-Interior

Interior doors shall be solid core with lock sets.

6.3 Storm and Screen Doors

Screen doors shall outswing.

6.4 Windows

All windows to meet minimum 4 factor per building code.

DIVISION 7: FINISHES

7.1 Walls and Ceilings

Drywall shall be taped, coated sanded and primed one (1) coat.

All waste sheetrock to be separated from other waste, stored dry and recycled.

7.2 Floors

All ground floors shall be handicap accessible (wood, tile, linoleum).

Upper floors shall be carpet, wood or other.

7.3 Painting-Exterior

Exterior doors shall have two (2) coats of latex over factory primer, color shall match windows.

7.4 Painting-Interior

Walls and ceiling shall be prepped, prime vapored and sealed, with two (2) finish coats.

Trim, windows and shelving shall be semi-gloss.

Cabinets shall be touched up only as necessary.

Wood floors shall be three (3) coats of low VOC polyurethane with satin top coat. (If applicable)

DIVISION 8 SPECIALTIES

8.1 Bath Accessories

Bath accessories shall include:

Towel bars and toilet paper holders

Medicine cabinet

Shower rod

DIVISION 9 EQUIPMENT

9.1 Appliances (if applicable for rental units)

This includes the following appliances:

- Refrigerator/freezer-Energy Star
- Range/oven-Energy Star
- Kitchen exhaust hood
- Washer hookup
- Dryer hookup with exhaust vent to the outdoors.

DIVISION 10 SPECIAL CONSTRUCTION

10.1 Storage/Shed (s)

The design presented with RFP shall be followed.

If applicable the design shall include a space for the rental management's use

The space to incorporate trash and recycling bin(s) for residents.

DIVISION 11 MECHANICAL

11.1 Water Supply System

Well design plans included with RFP response shall be followed.

A well will need to be designed and installed. (Will the well in place be useable?)

11.2 Electric

Electric shall be brought from the transformer on pole.

Lessee/Contractor must contact proper utility personnel to proceed.

Electric lines shall run under ground.

11.3 Sewage Disposal System

Septic field location will be part of design plan and shall be utilized in RFP plans.

The septic design shall be for (3-4*) bedroom capacity.

New septic system shall follow design plans presented with RFP.

11.4 Plumbing

Before plumbing work is done pipe and fixture locations shall be approved by the job foreman.

All waste schedule to be tied to shared septic.

There shall be Radon Mitigation prep work performed for future mitigation system if needed. This may entail installing piping from slab/crawl space to attic for the future.

Exterior frost proof faucets shall be installed for each apartment in appropriate locations.

11.5 Heat and Domestic Hot Water

Heating and hot water shall be installed according to plans.

Domestic hot water heater to be 50 gallon electric hot water heater.

Water heater to be provided by plumbing contractor and installed with all piping laid out to minimize hot water runs to bathrooms and kitchen.

11.6 Ventilation

Ductwork, equipment and controls to circulate air to and from heat source for each unit shall be provided.

System exhausts to run from each bathroom, and be balanced so that exhaust flow is proportional to volumes of each exhausted space.

Vent and smooth ductwork for dryer to a point over future dryer location **to the outside shall be provided.**

DIVISION 12 ELECTRICAL

12.1 Service

Electric from pole on street to development shall be underground.

Complete 100 amp residential service for each unit will include telephone, cable tv, and electric service community system.

12.2 Wiring

All electrical wiring shall be included.

Devices and cover plates shall be provided.

New main service wire and disconnect shall be installed.

One hundred (100) amp panels in each apartment shall be installed. Plus 220 outlet for dryer?

All wiring shall include receptacles, switches/dimmers, installation of fixtures, smoke detectors as required, waterproof receptacles, lamps and bulbs, etc. as required on outside.

*Four bedrooms on the property will require a request for Nitrogen loading credits. The Town is willing to provide the land for this process if the Developer wishes to create a fourth bedroom.

Ground fault circuits as necessary.

Wiring for bathroom fans shall be provided.

All wiring and thermostats for heating system and domestic hot water heater.

Wiring for all appliances, including all mechanical systems.

All holes where wiring passes between living space and outdoors shall be sealed.

All dimmers to be slide dimmer with separate on/off switch.

All tasks necessary for completing job, including clean-up and removal of all debris, packaging, etc. shall be performed.

All exterior lighting shall follow the West Tisbury low lighting guidelines.

12.3 Lighting Fixtures

This shall include four (minimum) Energy Star fixtures in each apartment per lighting schedule.

12.4 Communications/Entertainment

The following shall be provided:

- Wiring for telephone

- Cable wiring to outlets in each unit