

AGREEMENT

36556

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3 THIS AGREEMENT is made and entered, in duplicate, as of **April 6, 2023**  
4 for reference purposes only, pursuant to a minute order adopted by the City Council of the  
5 City of Long Beach at its meeting on **February 7, 2023**, by and between **Home Ec Inc., a**  
6 **Delaware corporation dba Connect Homes (“Consultant”)**, with a place of business at  
7 **1811 Riverview Drive, San Bernardino, CA 92408**, and the CITY OF LONG BEACH, a  
8 municipal corporation (“City”).

9 WHEREAS, the City requires specialized services requiring unique skills to  
10 be performed in connection with **Modular Non-Congregate Shelter Units (“Project”)**; and

11 WHEREAS, City has selected Consultant in accordance with City's  
12 administrative procedures and City has determined that Consultant and its employees are  
13 qualified, licensed, if so required, and experienced in performing these specialized  
14 services; and

15 WHEREAS, City desires to have Consultant perform these specialized  
16 services, and Consultant is willing and able to do so on the terms and conditions in this  
17 Agreement;

18 NOW, THEREFORE, in consideration of the mutual terms, covenants, and  
19 conditions in this Agreement, the parties agree as follows:

20 1. SCOPE OF WORK OR SERVICES.

21 A. Consultant shall furnish specialized services more particularly  
22 described in **Exhibit “A” and Exhibit “B”**, attached to this Agreement and  
23 incorporated by this reference, in accordance with the standards of the profession,  
24 and City shall pay for these services in the manner described below, in an amount  
25 per the preliminary Scope of Work not to exceed **Two Million, One Hundred Forty-**  
26 **Seven Thousand, Eight Hundred and Twenty-Five Dollars (\$2,147,825)**, at the  
27 rates or charges shown in **Exhibit “C”**.

28 B. The City's obligation to pay the sum stated above for any one

1 fiscal year shall be contingent upon the City Council of the City appropriating the  
2 necessary funds for such payment by the City in each fiscal year during the term of  
3 this Agreement. For the purposes of this Section, a fiscal year commences on  
4 October 1 of the year and continues through September 30 of the following year. In  
5 the event that the City Council of the City fails to appropriate the necessary funds  
6 for any fiscal year, then, and in that event, the Agreement will terminate at no  
7 additional cost or obligation to the City.

8 C. Consultant may select the time and place of performance for  
9 these services provided, however, that access to City documents, records, and the  
10 like, if needed by Consultant, shall be available only during City's normal business  
11 hours and provided that milestones for performance, if any, are met.

12 D. Consultant has requested to receive regular payments per the  
13 Payment Schedule detailed in **Exhibit "D"**. City shall pay Consultant in due course  
14 of payments following receipt from Consultant and approval by City of invoices  
15 showing the services or task performed, the time expended (if billing is hourly), and  
16 the name of the Project. Consultant shall certify on the invoices that Consultant has  
17 performed the services in full conformance with this Agreement and is entitled to  
18 receive payment. Each invoice shall be accompanied by a progress report  
19 indicating the progress to date of services performed and covered by the invoice,  
20 including a brief statement of any Project problems and potential causes of delay in  
21 performance, and listing those services that are projected for performance by  
22 Consultant during the next invoice cycle. Where billing is done and payment is  
23 made on an hourly basis, the parties acknowledge that this arrangement is either  
24 customary practice for Consultant's profession, industry, or business, or is  
25 necessary to satisfy audit and legal requirements which may arise due to the fact  
26 that City is a municipality.

27 E. Consultant represents that Consultant has obtained all  
28 necessary information on conditions and circumstances that may affect its

1 performance and has conducted site visits, if necessary.

2 F. CAUTION: Consultant shall not begin work until this  
3 Agreement has been signed by both parties and until Consultant's evidence of  
4 insurance has been delivered to and approved by the City.

5 2. TERM. The term of this Agreement shall **commence at midnight on**  
6 **February 8, 2023, and shall terminate at 11:59 p.m. on February 7, 2024**, unless sooner  
7 terminated as provided in this Agreement, or unless the services or the Project is  
8 completed sooner.

9 3. COORDINATION AND ORGANIZATION.

10 A. Consultant shall coordinate its performance with City's  
11 representative, if any, named in **Exhibit "E"**, attached to this Agreement and  
12 incorporated by this reference. Consultant shall advise and inform City's  
13 representative of the work in progress on the Project in sufficient detail so as to  
14 assist City's representative in making presentations and in holding meetings on the  
15 Project. City shall furnish to Consultant information or materials, if any, described  
16 in Exhibit "D" attached to this Agreement and incorporated by this reference, and  
17 shall perform any other tasks described in the Exhibit.

18 B. The parties acknowledge that a substantial inducement to City  
19 for entering this Agreement was and is the reputation and skill of Consultant's key  
20 employee, named in **Exhibit "F"** attached to this Agreement and incorporated by  
21 this reference. City shall have the right to approve any person proposed by  
22 Consultant to replace that key employee.

23 4. INDEPENDENT CONTRACTOR. In performing its services,  
24 Consultant is and shall act as an independent contractor and not an employee,  
25 representative, or agent of City. Consultant shall have control of Consultant's work and  
26 the manner in which it is performed. Consultant shall be free to contract for similar services  
27 to be performed for others during this Agreement provided, however, that Consultant acts  
28 in accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges

1 and agrees that a) City will not withhold taxes of any kind from Consultant's compensation,  
2 b) City will not secure workers' compensation or pay unemployment insurance to, for or on  
3 Consultant's behalf, and c) City will not provide and Consultant is not entitled to any of the  
4 usual and customary rights, benefits or privileges of City employees. Consultant expressly  
5 warrants that neither Consultant nor any of Consultant's employees or agents shall  
6 represent themselves to be employees or agents of City.

7           5.     INSURANCE.

8           A.     As a condition precedent to the effectiveness of this  
9 Agreement, Consultant shall procure and maintain, at Consultant's expense for the  
10 duration of this Agreement, from insurance companies that are admitted to write  
11 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
12 Company or from authorized non-admitted insurance companies subject to Section  
13 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII  
14 by A.M. Best Company the following insurance:

15                     i.     Commercial general liability insurance (equivalent in  
16 scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less  
17 than One Million Dollars (\$1,000,000.00) per each occurrence and Two  
18 Million (\$2,000,000.00) general aggregate. This coverage shall include but  
19 not be limited to broad form contractual liability, cross liability, independent  
20 contractors liability, and products and completed operations liability. The  
21 City, its boards and commissions, and their officials, employees and agents  
22 shall be named as additional insureds by endorsement (on City's  
23 endorsement form or on an endorsement equivalent in scope to ISO form CG  
24 20 10 11 85 or CG 20 26 11 85 or both CG 20 10 07 04 and CG 20 37 07 04  
25 or both CG 20 33 07 04 and CG 20 37 07 04), and this insurance shall contain  
26 no special limitations on the scope of protection given to the City, its boards  
27 and commissions, and their officials, employees and agents. This policy shall  
28 be endorsed to state that the insurer waives its right of subrogation against

1 City, its boards and commissions, and their officials, employees and agents.

2 ii. Workers' Compensation insurance as required by the  
3 California Labor Code and employer's liability insurance in an amount not  
4 less than One Million Dollars (\$1,000,000.00). This policy shall be endorsed  
5 to state that the insurer waives its right of subrogation against City, its boards  
6 and commissions, and their officials, employees and agents.

7 iii. Professional liability or errors and omissions insurance  
8 in an amount not less than One Million Dollars (\$1,000,000.00) per claim.

9 iv. Commercial automobile liability insurance (equivalent in  
10 scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in  
11 an amount not less than Five Hundred Thousand Dollars (\$500,000.00)  
12 combined single limit per accident.

13 B. Any self-insurance program, self-insured retention, or  
14 deductible must be separately approved in writing by City's Risk Manager or  
15 designee and shall protect City, its officials, employees and agents in the same  
16 manner and to the same extent as they would have been protected had the policy  
17 or policies not contained retention or deductible provisions.

18 C. Each insurance policy shall be endorsed to state that coverage  
19 shall not be reduced, non-renewed, or canceled except after thirty (30) days prior  
20 written notice to City, shall be primary and not contributing to any other insurance  
21 or self-insurance maintained by City, and shall be endorsed to state that coverage  
22 maintained by City shall be excess to and shall not contribute to insurance or self-  
23 insurance maintained by Consultant. Consultant shall notify the City in writing within  
24 five (5) days after any insurance has been voided by the insurer or cancelled by the  
25 insured.

26 D. If this coverage is written on a "claims made" basis, it must  
27 provide for an extended reporting period of not less than one hundred eighty (180)  
28 days, commencing on the date this Agreement expires or is terminated, unless

1 Consultant guarantees that Consultant will provide to the City evidence of  
2 uninterrupted, continuing coverage for a period of not less than three (3) years,  
3 commencing on the date this Agreement expires or is terminated.

4 E. Consultant shall require that all subconsultants or contractors  
5 which Consultant uses in the performance of these services maintain insurance in  
6 compliance with this Section unless otherwise agreed in writing by City's Risk  
7 Manager or designee.

8 F. Prior to the start of performance, Consultant shall deliver to City  
9 certificates of insurance and the endorsements for approval as to sufficiency and  
10 form. In addition, Consultant, shall, within thirty (30) days prior to expiration of the  
11 insurance, furnish to City certificates of insurance and endorsements evidencing  
12 renewal of the insurance. City reserves the right to require complete certified copies  
13 of all policies of Consultant and Consultant's subconsultants and contractors, at any  
14 time. Consultant shall make available to City's Risk Manager or designee all books,  
15 records and other information relating to this insurance, during normal business  
16 hours.

17 G. Any modification or waiver of these insurance requirements  
18 shall only be made with the approval of City's Risk Manager or designee. Not more  
19 frequently than once a year, the City's Risk Manager or designee may require that  
20 Consultant, Consultant's subconsultants and contractors change the amount, scope  
21 or types of coverages required in this Section if, in his or her sole opinion, the  
22 amount, scope, or types of coverages are not adequate.

23 H. The procuring or existence of insurance shall not be construed  
24 or deemed as a limitation on liability relating to Consultant's performance or as full  
25 performance of or compliance with the indemnification provisions of this Agreement.

26 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
27 contemplates the personal services of Consultant and Consultant's employees, and the  
28 parties acknowledge that a substantial inducement to City for entering this Agreement was

1 and is the professional reputation and competence of Consultant and Consultant's  
2 employees. Except as provided in Exhibit A, Consultant shall not assign its rights or  
3 delegate its duties under this Agreement, or any interest in this Agreement, or any portion  
4 of it, without the prior approval of City, except that Consultant may with the prior approval  
5 of the City Manager of City, assign any moneys due or to become due the Consultant under  
6 this Agreement. Any attempted assignment or delegation shall be void, and any assignee  
7 or delegate shall acquire no right or interest by reason of an attempted assignment or  
8 delegation. Furthermore, Consultant shall not subcontract any portion of its performance  
9 without the prior approval of the City Manager or designee, or substitute an approved  
10 subconsultant or contractor without approval prior to the substitution. Nothing stated in this  
11 Section shall prevent Consultant from employing as many employees as Consultant deems  
12 necessary for performance of this Agreement.

13 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement,  
14 certifies that, at the time Consultant executes this Agreement and for its duration,  
15 Consultant does not and will not perform services for any other client which would create  
16 a conflict, whether monetary or otherwise, as between the interests of City and the interests  
17 of that other client. Consultant further certifies that Consultant does not now have and shall  
18 not acquire any interest, direct or indirect, in the area covered by this Agreement or any  
19 other source of income, interest in real property or investment which would be affected in  
20 any manner or degree by the performance of Consultant's services hereunder. And,  
21 Consultant shall obtain similar certifications from Consultant's employees, subconsultants  
22 and contractors.

23 8. MATERIALS. Consultant shall furnish all labor and supervision,  
24 supplies, materials, tools, machinery, equipment, appliances, transportation, and services  
25 necessary to or used in the performance of Consultant's obligations under this Agreement,  
26 except as stated in Exhibit "A".

27 9. OWNERSHIP OF DATA.

28 A. Consultant shall be deemed the author and owner of all materials,

1 information and data prepared, developed, or assembled by Consultant or furnished to  
2 Consultant in connection with this Agreement, including but not limited to documents,  
3 estimates, calculations, studies, maps, graphs, charts, computer disks, computer source  
4 documentation; samples, models, reports, summaries, drawings, designs, notes, plans,  
5 information, material, and memorandum ("Data") and shall retain all common law, statutory  
6 and other reserved rights, including copyrights thereto. Submission or distribution of any  
7 Data to meet regulatory or statutory requirements or for similar purposes in connection with  
8 this Agreement is not to be construed as publication in derogation of the reserved rights of  
9 Consultant.

10 B. Upon execution of this Agreement, Consultant grants to City a  
11 nonexclusive license to use the Data solely and exclusively for purposes of Project,  
12 provided that City substantially performs its obligations, including prompt payment of all  
13 amounts owed when due, under this Agreement. The foregoing license permits City to  
14 authorize its other contractors, consultants, and vendors to reproduce applicable portions  
15 of the Data solely and exclusively for use in performing services relating to the Project.

16 C. Except for the licenses granted in this Section, no other license or right  
17 shall be deemed granted or implied under this Agreement. City shall not assign, delegate,  
18 sublicense, pledge or otherwise transfer any license granted herein to another party without  
19 the prior written agreement of Consultant. Any unauthorized use of the Data will be at  
20 City's sole risk and without liability to Consultant or its agents, owners, contractors or  
21 employees. If consultant terminates this Agreement pursuant to Section 10 hereof, then  
22 all licenses granted under this Section shall likewise terminate.

23 10. TERMINATION. Either party shall have the right to terminate this  
24 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days  
25 prior written notice to the other party. In the event of termination under this Section, City  
26 shall pay Consultant for services satisfactorily performed and costs incurred up to the  
27 effective date of termination for which Consultant has not been previously paid. The  
28 procedures for payment in Section 1.B. with regard to invoices shall apply.



1           11.    CONFIDENTIALITY. Consultant and the City shall keep shared Data  
2 confidential. In addition, Consultant and the City shall keep confidential all information,  
3 whether written, oral, or visual, obtained by any means whatsoever in the course of  
4 performing this Agreement.

5           12.    BREACH OF CONFIDENTIALITY. Consultant shall not be liable for  
6 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates  
7 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available  
8 without breach of this Agreement by Consultant; or (c) a third party who has a right to  
9 disclose does so to Consultant without restrictions on further disclosure; or (d) must be  
10 disclosed pursuant to subpoena or court order or California Public Records Act or other  
11 state, federal or local law.

12           13.    ADDITIONAL COSTS AND REDESIGN.

13           A.    Any costs incurred by the City due to Consultant's failure to  
14 meet the standards required by the scope of work or Consultant's failure to perform  
15 fully the tasks described in the scope of work which, in either case, causes the City  
16 to request that Consultant perform again all or part of the Scope of Work shall be at  
17 the sole cost of Consultant and City shall not pay any additional compensation to  
18 Consultant for its re-performance.

19           B.    If the Project involves construction and the scope of work  
20 requires Consultant to prepare plans and specifications with an estimate of the cost  
21 of construction, then Consultant may be required to modify the plans and  
22 specifications, any construction documents relating to the plans and specifications,  
23 and Consultant's estimate, at no cost to City, when the lowest bid for construction  
24 received by City exceeds by more than ten percent (10%) Consultant's estimate.  
25 This modification shall be submitted in a timely fashion to allow City to receive new  
26 bids within four (4) months after the date on which the original plans and  
27 specifications were submitted by Consultant. City acknowledges that Consultant's  
28 scope of work does not include the preparation of an estimate of on-site construction

1 costs for the Project.

2 14. AMENDMENT. This Agreement, including all Exhibits, shall not be  
3 amended, nor any provision or breach waived, except in writing signed by the parties which  
4 expressly refers to this Agreement.

5 15. LAW. This Agreement shall be governed by and construed pursuant  
6 to the laws of the State of California (except those provisions of California law pertaining  
7 to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and  
8 regulations of and obtain all permits, licenses, and certificates required by all federal, state  
9 and local governmental authorities.

10 16. PREVAILING WAGES.

11 A. Consultant agrees that all public work (as defined in California  
12 Labor Code section 1720) performed pursuant to this Agreement (the "Public  
13 Work"), if any, shall comply with the requirements of California Labor Code sections  
14 1770 *et seq.* City makes no representation or statement that the Project, or any  
15 portion thereof, is or is not a "public work" as defined in California Labor Code  
16 section 1720.

17 B. In all bid specifications, contracts and subcontracts for any  
18 such Public Work, Consultant shall obtain the general prevailing rate of per diem  
19 wages and the general prevailing rate for holiday and overtime work in this locality  
20 for each craft, classification or type of worker needed to perform the Public Work,  
21 and shall include such rates in the bid specifications, contract or subcontract. Such  
22 bid specifications, contract or subcontract must contain the following provision: "It  
23 shall be mandatory for the contractor to pay not less than the said prevailing rate of  
24 wages to all workers employed by the contractor in the execution of this contract.  
25 The contractor expressly agrees to comply with the penalty provisions of California  
26 Labor Code section 1775 and the payroll record keeping requirements of California  
27 Labor Code section 1771."

28 17. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE.

1 Contractor is advised that this work constitutes a public work of improvement subject to  
2 California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5, §§1720-1861. Pursuant  
3 to Labor Code Section 1771.1. Contractor or subcontractors shall not be qualified to bid  
4 on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public  
5 contract Code, or engage in the performance of any contract for public work, as defined in  
6 the California Labor Code, unless currently registered and qualified to perform public work  
7 pursuant to Section 1725.5. Contract (or associated subcontracts) shall not be entered into  
8 without proof of the Contractor's (or subcontractor's) current registration to perform public  
9 work pursuant to Section 1725.5. All work conducted in support of this public work of  
10 improvement is subject to compliance monitoring and enforcement by the Department of  
11 Industrial Relations. Contractor will abide by all applicable apprenticeship requirements in  
12 the California Labor Code Section 1777.5 and will be responsible for subcontractor  
13 apprenticeship compliance to the same.

14 18. CERTIFIED PAYROLL RECORDS.

15 A. Pursuant to the provisions of Labor Code Section 1776,  
16 Contractor shall keep and shall cause each subcontractor performing any portion of  
17 the work under this Contract to keep an accurate payroll record, showing the name,  
18 address, social security number, work classification, straight time and overtime  
19 hours worked each day and week, and the actual per diem wages paid to each  
20 journeyman, apprentice, worker, or other employee employed by Contractor or  
21 subcontractor in connection with the work. Such payroll records for Contractor and  
22 all subcontractors shall be certified and shall be available for inspection at all  
23 reasonable hours at the principal office of Contractor pursuant to the provisions of  
24 Section 1776 of the Labor Code. Contractor's failure to furnish such records to City  
25 or City's authorized Labor Compliance representative in the manner provided herein  
26 for notices shall entitle City to withhold the penalty prescribed by law from progress  
27 payments due to Contractor.

28 B. Contractor shall submit to the City certified payroll records for

1 Contractor and all subcontractors performing any portion of the work under this  
2 Contract on a monthly basis. Certified payroll records for Contractor and all  
3 subcontractors shall be maintained during the course of the work and shall be kept  
4 by Contractor for at least three (3) years after completion of the work.

5 C. The foregoing is in addition to, and not in lieu of, any other  
6 requirements or obligations established and imposed by any department of the City  
7 with regard to submission and retention of certified payroll records for Contractor  
8 and subcontractors..

9 19. ENTIRE AGREEMENT. This Agreement, including all Exhibits,  
10 constitutes the entire understanding between the parties and supersedes all other  
11 agreements, oral or written, with respect to the subject matter in this Agreement.

12 20. INDEMNITY.

13 A. Consultant shall indemnify, protect and hold harmless City, its  
14 Boards, Commissions, and their officials, employees and agents ("Indemnified  
15 Parties"), from and against any and all liability, claims, demands, damage, loss,  
16 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
17 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or  
18 in connection with (1) Consultant's breach or failure to comply with any of its  
19 obligations contained in this Agreement, or (2) negligent or willful acts, errors,  
20 omissions or misrepresentations committed by Consultant, its officers, employees,  
21 agents, subcontractors, or anyone under Consultant's control, in the performance  
22 of work or services under this Agreement (collectively "Claims" or individually  
23 "Claim").

24 B. In addition to Consultant's duty to indemnify, Consultant shall  
25 have a separate and wholly independent duty to defend Indemnified Parties at  
26 Consultant's expense by legal counsel approved by City, from and against all  
27 Claims, and shall continue this defense until the Claims are resolved, whether by  
28 settlement, judgment or otherwise. No finding or judgment of negligence, fault,

1 breach, or the like on the part of Consultant shall be required for the duty to defend  
2 to arise. City shall notify Consultant of any Claim, shall tender the defense of the  
3 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,  
4 in the defense.

5 C. If a court of competent jurisdiction determines that a Claim was  
6 caused by the sole or active negligence or willful misconduct of Indemnified Parties,  
7 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the  
8 court determines sole negligence by the Indemnified Parties, or (2) reduced by the  
9 percentage of active negligence or willful misconduct attributed by the court to the  
10 Indemnified Parties.

11 D. To the extent this Agreement is a professional service  
12 agreement for work or services performed by a design professional (architect,  
13 landscape architect, professional engineer or professional land surveyor), the  
14 provisions of this Section regarding Consultant's duty to defend and indemnify shall  
15 be limited as provided in California Civil Code Section 2782.8, and shall apply only  
16 to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or  
17 willful misconduct of the Consultant. Further, the provisions of this Section  
18 regarding Consultant's duty to defend and indemnify shall be limited as provided in  
19 California Civil Code Section 2782.

20 E. The provisions of this Section shall survive the expiration or  
21 termination of this Agreement.

22 21. AMBIGUITY. In the event of any conflict or ambiguity between this  
23 Agreement and any Exhibit, the provisions of this Agreement shall govern.

24 22. NONDISCRIMINATION.

25 A. In connection with performance of this Agreement and subject  
26 to applicable rules and regulations, Consultant shall not discriminate against any  
27 employee or applicant for employment because of race, religion, national origin,  
28 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap, or

1 disability. Consultant shall ensure that applicants are employed, and that employees  
2 are treated during their employment, without regard to these bases. These actions  
3 shall include, but not be limited to, the following: employment, upgrading, demotion  
4 or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay  
5 or other forms of compensation, and selection for training, including apprenticeship.

6 B. It is the policy of City to encourage the participation of  
7 Disadvantaged, Minority and Women-owned Business Enterprises in City's  
8 procurement process, and Consultant agrees to use its best efforts to carry out this  
9 policy in its use of subconsultants and contractors to the fullest extent consistent  
10 with the efficient performance of this Agreement. Consultant may rely on written  
11 representations by subconsultants and contractors regarding their status.  
12 Consultant shall report to City in May and in December or, in the case of short-term  
13 agreements, prior to invoicing for final payment, the names of all subconsultants  
14 and contractors hired by Consultant for this Project and information on whether or  
15 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as  
16 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

17 23. FORCE MAJEURE. If any party fails to perform its obligations  
18 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain  
19 labor or materials or reasonable substitutes for labor materials, governmental restrictions,  
20 governmental regulations, governmental controls, judicial orders, enemy or hostile  
21 governmental action, pandemic, civil commotion, fire or other casualty, or other causes  
22 beyond the reasonable control of the party obligated to perform, then that party's  
23 performance will be excused for a period equal to the period of such cause for failure to  
24 perform.

25 24. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in  
26 accordance with the provisions of the Ordinance, this Agreement is subject to the  
27 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the  
28 Long Beach Municipal Code, as amended from time to time.

1           A.     During the performance of this Agreement, the Consultant  
2 certifies and represents that the Consultant will comply with the EBO. The  
3 Consultant agrees to post the following statement in conspicuous places at its place  
4 of business available to employees and applicants for employment:

5           “During the performance of a contract with the City of Long Beach, the  
6 Consultant will provide equal benefits to employees with spouses and its  
7 employees with domestic partners. Additional information about the City of  
8 Long Beach’s Equal Benefits Ordinance may be obtained from the City of  
9 Long Beach Business Services Division at 562-570-6200.”

10          B.     The failure of the Consultant to comply with the EBO will be  
11 deemed to be a material breach of the Agreement by the City.

12          C.     If the Consultant fails to comply with the EBO, the City may  
13 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or  
14 to become due under the Agreement may be retained by the City. The City may  
15 also pursue any and all other remedies at law or in equity for any breach.

16          D.     Failure to comply with the EBO may be used as evidence  
17 against the Consultant in actions taken pursuant to the provisions of Long Beach  
18 Municipal Code 2.93 et seq., Contractor Responsibility.

19          E.     If the City determines that the Consultant has set up or used its  
20 contracting entity for the purpose of evading the intent of the EBO, the City may  
21 terminate the Agreement on behalf of the City. Violation of this provision may be  
22 used as evidence against the Consultant in actions taken pursuant to the provisions  
23 of Long Beach Municipal Code section 2.93 et seq., Contractor Responsibility.

24          25.    NOTICES. Any notice or approval required by this Agreement shall  
25 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
26 postage prepaid, addressed to Consultant at the address first stated above, and to the City  
27 at 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager with a  
28 copy to the City Engineer at the same address. Notice of change of address shall be given

1 in the same manner as stated for other notices. Notice shall be deemed given on the date  
2 deposited in the mail or on the date personal delivery is made, whichever occurs first.

3           26.    COPYRIGHTS AND PATENT RIGHTS. Consultant warrants that the  
4 Data does not violate or infringe any patent, copyright, trade secret or other proprietary  
5 right of any other party. Consultant agrees to and shall protect, defend, indemnify and hold  
6 City, its officials and employees harmless from any and all claims, demands, damages,  
7 loss, liability, causes of action, costs or expenses (including reasonable attorneys' fees)  
8 whether or not reduced to judgment, arising from any breach or alleged breach of this  
9 warranty.

10           27.    COVENANT AGAINST CONTINGENT FEES. Consultant warrants  
11 that Consultant has not employed or retained any entity or person to solicit or obtain this  
12 Agreement and that Consultant has not paid or agreed to pay any entity or person any fee,  
13 commission, or other monies based on or from the award of this Agreement. If Consultant  
14 breaches this warranty, City shall have the right to terminate this Agreement immediately  
15 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments  
16 due under this Agreement or otherwise recover the full amount of the fee, commission, or  
17 other monies.

18           28.    WAIVER. The acceptance of any services or the payment of any  
19 money by City shall not operate as a waiver of any provision of this Agreement or of any  
20 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
21 Agreement shall not constitute a waiver of any other or subsequent breach of this  
22 Agreement.

23           29.    CONTINUATION. Termination or expiration of this Agreement shall  
24 not affect rights or liabilities of the parties which accrued pursuant to the Sections titled  
25 "Ownership of Data", "Confidentiality", "Breach of Confidentiality", "Law", "Indemnity", and  
26 "Audit" prior to termination or expiration of this Agreement.

27           30.    TAX REPORTING. As required by federal and state law, City is  
28 obligated to and will report the payment of compensation to Consultant on Form 1099-



1 Misc. Consultant shall be solely responsible for payment of all federal and state taxes  
2 resulting from payments under this Agreement. Consultant shall submit Consultant's  
3 Employer Identification Number (EIN), or Consultant's Social Security Number if  
4 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of  
5 Financial Management. Consultant acknowledges and agrees that City has no obligation  
6 to pay Consultant until Consultant provides one of these numbers.

7 31. ADVERTISING. City agrees that Consultant will have the unlimited  
8 right to use photographs and other images of the Project, including the completed site  
9 thereof, in advertising and promotional materials for the sole benefit of Consultant, free of  
10 any royalty payments or other payment obligations to City. Photographs taken of the  
11 Modular Non-Congregate Shelter Units used for Consultant's benefit shall not include  
12 occupants of such units in the photographs. City agrees to grant access to the project site  
13 to Consultant for such purposes if the following procedure is followed: City shall receive  
14 advanced written request by Consultant to enter the property in which the Modular Non-  
15 Congregate Shelter Units are constructed on. City may deny Consultant's request at its  
16 discretion if it believes the privacy rights of any occupants of the Modular Non-Congregate  
17 Shelter Units are in jeopardy or are being violated, or for any other reason to protect the  
18 public interest rights of the City and the occupants of the site. Consultant shall not take  
19 photographs without City's advanced written approval at the site.

20 32. AUDIT. City shall have the right at all reasonable times during the  
21 term of this Agreement and for a period of five (5) years after termination or expiration of  
22 this Agreement to examine, audit, inspect, review, extract information from, and copy all  
23 books, records, accounts, and other documents of Consultant relating to this Agreement.

24 33. THIRD PARTY BENEFICIARY. This Agreement is not intended or  
25 designed to or entered for the purpose of creating any benefit or right for any person or  
26 entity of any kind that is not a party to this Agreement.

27 ///

28 ///

OFFICE OF THE CITY ATTORNEY  
DAWN MCINTOSH, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

1 IN WITNESS WHEREOF, the parties have caused this document to be duly  
2 executed with all formalities required by law as of the date first stated above.

3 Home Ec, Inc. dba Connect Homes  
4 APRIL 7, 2023 By [Signature]  
5 Name JARED LEVY  
6 Title Chief Product Officer

7 April 7, 2023 By [Signature]  
8 Name Deborah Casper  
9 Title Chief Executive Officer

10 "Consultant"  
11 CITY OF LONG BEACH, a municipal  
12 corporation  
13 April 14, 2023 By [Signature]  
14 City Manager

15 "City"  
16 This Agreement is approved as to form on April 13th, 2023.

17 DAWN MCINTOSH, City Attorney  
18 By [Signature]  
19 Deputy

20  
21 EXECUTED PURSUANT  
22 TO SECTION 301 OF  
23 THE CITY CHARTER.  
24  
25  
26  
27  
28

# EXHIBIT “A”

## Scope of Work



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Consultant shall supply to City the housing modules described on Exhibit B to this Agreement from its Connect Shelter line of products manufactured pursuant to Consultant's standard Plans and Specifications applicable to each specific Connect Shelter product at the time of Consultant's execution of this Agreement and the Fit Out List incorporated into this Exhibit A. All Modules will be manufactured according to the following steps:

## SCOPE OF WORK

### CONNECT HOMES (MANUFACTURER) FACTORY SCOPE OF WORK

#### 1. Structural Steel Frames

- a) Weld and assemble steel frame
- b) Prep, prime and paint the perimeter floor beams and other exposed steel locations
- c) Install blocking and blocking fastener at steel beams

#### 2. Floor Assembly

- a) Install floor joists
- b) Install insulation
- c) Install plywood subfloor
- d) Install flooring

#### 3. Ceiling Assembly

- a) Install gypsum board ceiling

#### 4. Roofing Assembly

- a) Install roof joists
- b) Install roof insulation
- c) Install plywood sheathing
- d) Install roofing membrane
- e) Install gutter and downspout

#### 5. Wall Assembly

- a) Install wall framing
- b) Install insulation
- c) Install interior gypsum board, finish, and paint
- d) Install interior wall base
- e) Install exterior plywood sheathing
- f) Install exterior flexible flashing and metal flashing, sill pans
- g) Install exterior siding
- h) Install exterior window and door assemblies

#### 6. Electrical

- a) Install rough electrical
- b) Install electrical fixtures
- c) Install jboxes for owner provided exterior lights
- d) Test electrical system, hot check



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- e) Install low voltage devices and rough ins -wires will be pulled in field
- f) Install roughs for doorbell notification device (when applicable)

## **7. Mechanical**

- a) Install fan units
- b) Install mechanical condenser
- c) Install thermostats
- d) Install continuous ventilation exhaust, if it applies to specified system
- e) Test mechanical system

## **8. Plumbing**

- a) Install rough plumbing -water, sanitary drain, gas (if applicable)
- b) Install water heater and outtake and intake vent caps
- c) Install plumbing fixtures
- d) Install rough plumbing stub downs at floor and vent stub ups at roof

## **9. Appliances**

- a) Install factory-installed appliances (if applicable)
- b) Install hood vent stub out (if applicable)

## **10. Casework**

- a) install casework
- b) install countertops (if applicable)
- c) install bed platform with storage

## **11. Fire Sprinklers**

- a) Install fire sprinkler manifold
- b) Install fire sprinkler heads, supply lines and stub downs
- c) Install fire sprinkler alarm bell
- d) install interior horns and strobe in ADA labeled modules

## **12. Delivery Prep**

- a) Secure ship loose items, if applicable
- b) Crib modules for truck pick up
- c) Provide forklifts as needed for loading modules onto truck

### **1. Customer Acceptance Pre-inspection**

The customer may elect to perform acceptance inspection at completed projects prior to delivery regardless of the delivery responsibility.

1. If the customer elects to exercise the acceptance inspection of the contracted product prior to shipment, regardless of shipping responsibility, Connect Home's will notify customer of inspection readiness no later than 1 week prior to scheduled shipment date.
  - a. During the acceptance inspection, Connect Homes Quality Assurance, Connect Homes Project Manager, and the customer shall visually review the product and utilize the final acceptance checklist. If there are no discrepancies, the check will be signed by all parties as executed and a copy will be provided to the customer.



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- b. If there is a discrepancy found, Connect Homes will remedy prior to shipment unless it requires product that is not available prior to shipment. Connect Homes will make every attempt to remedy any discrepancy found during the acceptance inspection process prior to shipment.
  - i. The customer can elect to revisit the factory to review the completion of any discrepancy or accept photographs of completion prior to shipment.
  - ii. In cases where materials or products need to be ordered for remedy, Connect Homes will work with the customer to complete the work in the most efficient timely manner.
- c. If the customer cannot perform acceptance inspections within the 1-week notification and wishes to extend beyond the 1-week notification, the customer may incur storage fees of the units until the acceptance inspections can occur.
2. If the customer delegates these inspections to a 3<sup>rd</sup> party supplier on behalf of the customer, the customer is required to notify Connect Homes 30 days prior to the projected shipment day. Connect Homes reserves the right to accept or reject the 3<sup>rd</sup> party suppliers based on proprietary trade techniques and competition.
3. If the customer elects to waive acceptance inspection of the contracted product prior to delivery, Connect Homes will still perform these inspections and provide the final inspection check list reviewed by Connect Homes Quality Assurance Department and Connect Homes project manager. A copy of the check list will be provided to the customer at inspection completion and is deemed accepted by the customer. This acceptance does not exclude the language in section 2. Transportation and Handling Considerations.

**CONNECT HOMES (MANUFACTURER) DELIVERY AND SETTING SCOPE OF WORK.  
T&T CRANE (SUBCONTRACTOR) DELIVERS AND SETS MODULES WITH THEIR CRANE.**

## **2. Transportation and Handling Considerations**

Transportation and handling blemishes are common occurrences and are not considered warranty items. Blemishes do not affect form, fit, or function and do not affect building code requirements or structural integrity of the unit as designed.



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Examples of blemishes are, but not limited too; handprints, smudges, small nicks or chips in paint, superficial cracks in drywall at window and door openings, shifting of fixtures, access panels open, covers loose or off fixture, road debris if the unit is not covered at the discretion of the customer prior to shipment.

Connect homes is not liable or responsible for transportation or handling Damage or Blemish if connect homes is not providing transportation and onsite product set at final site unless:

1. Connect Homes is contracted by line items to perform final unit set and remedy any blemishes caused by transportation and handling.
2. Blemishes that are significant will be considered damage and clearly not caused by transportation and handling.
  - a. Items in dispute shall be photographed with unit identification and submitted to Connect Homes within 5 working days of unit delivery.
  - b. After review, Connect Homes shall validate the damage through review of manufacturing records and determine that there is in fact damage not caused by transport or handling. Connect Homes will provide remedy within 1 week of acceptance of damage. Connect Homes will notify the customer if there are products that need to be ordered including lead times if the discrepancy cannot be remedied within the timeline described above.

Connect Homes Definition of (Blemish) as relates to the section of Transportation and Handling Considerations: *A visual item that does not conform to its intended surrounding finish and can be remedied by cleaning, touch up paint, sealant, adhesive or standard hand tools in 30 minutes or less.*

Connect Homes Definition of (Damage) as relates to the section of Transportation and Handling Considerations: *An item that requires replacement of material or purchased objects exceeding \$50.00 for an isolated item identified and requires labor of more than 30 minutes to repair. This damaged item after repair or replacement may still require cleaning, touch up paint, sealant, adhesive or standard hand tools.*

### **3. Shipping Preparation, Trucking Information and Module Site Set**

The items below outline the information that is required for shipping preparation for trucking.

#### **3. Dimensional and Weights for shipping**

- a. Weight
  - i. Designed module weight can be provided at Engineering document release.
  - ii. Actual Module weight to be provided at completion of first unit where actuals can be recorded.
- b. Heights
  - i. Designed Module height can be provided at Engineering document release.
  - ii. Actual Module height to be provided at completion of first unit where actuals can be recorded.
- c. Width
  - i. Designed Module width can be provided at Engineering document release.
  - ii. Actual Module width to be provided at completion of first unit where actuals can be recorded.
- d. Length
  - i. Designed module length can be provided at Engineering document release.
  - ii. Actual module length to be provided at completion of first unit where actuals can be recorded.

#### **4. Trucking Requirements**

- a. Preferred types of truck beds for shipping
  - i. Standard 48 Step Deck 2 rear axle preferred
  - ii. Double Drops will also work as a secondary means but not preferred
- b. Module tie down requirements
  - i. Module to be set on blocks in a minimum of 6 locations to allow the lifting strap to pass under the module at site during off load.
  - j. Modules will need to be chained down on the designated chassis tie down points on the module frame.
  - k. Strapping over module may result in damage to the module





5. Module Rigging and lifting from Truck

- a. Rigging or equipment needed to hoist from truck onto the foundation
  - i. Minimum of a 40' foot 2-point sling to reach all the way around the module
  - ii. Spreader bar, minimum length of 12' feet.
  - iii. Halo Bar that will extend up to 30' foot to evenly space the straps 5' feet off each end of the module.
    - a. Rigging or equipment needed to hoist from truck onto the dunnage/cribbage for storage
  - i. Recommend materials capable of supporting the weight of the unit, level and in 8 places (all 4 corners and 2 at 3 equally spaced locations along the long side(s) of the unit).
  - a. Connect Homes utilizes stacked 2 x 4 approximately 14" x 14" x 18" height nailed together in 8 places
  - ii. Ground substrate for temporary storage should be evaluated for stability, compactions, moister and sinkage potential. Units should not be stored on ground not capable of supporting the module weight considering all inclement weather conditions.
  - iii. It is important that the units are level while in temporary storage. The long side of the unit should be within 1" from front to rear, the short side should be within ¼" side to side. Additional shimming at cribbage may be necessary pending ground substrate levelness. Failure to meet the level requirements may result in damage, racking of the unit, doors and windows to not function properly.

6. Factory Module Pick Up Procedures

- a. Verify with your Connect Home Project Manager that the product is ready for delivery and schedule the delivery date.
  - i. Pick-up time start is 6:00 a.m. Monday -Thursday
  - ii. Connect Homes can support shipping up to 9 mods per day Monday –through Thursday.
  - iii. If these pickup times do not support your project, please work with your Connect homes project manager to schedule alternate time keeping in mind additional cost may occur.

7. 3.5 Pre-Setting / Setting Procedures

- a. Validate that the foundation dimensional locations meet the plan requirements.
- b. Foundation shall be level within an 1/8" vertical and ¼" horizontal at all attachment locations relative to each module.
  - i. Contact your Connect Homes Project Manager if there are foundation variations that exceed these requirements prior to set.



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- c. 24/48 hours after initial module set, verify that units are level in accordance with the engineering plans and requirements. Verify that all systems, windows, doors are functional and operational.

## **2. Setting**

- a) The Manufacturer and Subcontractor will work out a staging plan and lifting plan and shall work with the Local GC to determine the sequence of units to be delivered to the project site.
- b) If the sequence of the deliveries and staging plan necessitate that units are to be stored off-site before being staged at the project site, The Subcontractor will make arrangements for such off-site storage of units on behalf of the Local GC.
- c) The Subcontractor will set modules on foundations on site.
- d) Upon setting, title and risk of loss to each module and deck section will transfer to the City, and City shall be deemed to have accepted each such module or deck section at that time

## **ON SITE LOCAL GC SCOPE OF WORK**

### **LOCAL GC PRE-DELIVERY SCOPE OF WORK**

All work performed by the Local GC is not a part of this Agreement.

*THIS SCOPE OF WORK IS A GENERAL OUTLINE FOR THE WORK REQUIRED TO BE PERFORMED BY THE LOCAL GC FOR A CONNECT SHELTER. IT IS NOT INTENDED TO BE USED AS A COMPREHENSIVE LIST. IT IS THE RESPONSIBILITY OF THE LOCAL GC, ARCHITECT, AND OWNER TO REVIEW THE STATE APPROVED SET, LOCAL APPROVED SET, AND CONSTRUCTION SET AS WELL AS THE GEOTECHNICAL REPORT AND CIVIL RECOMMENDATIONS (IF APPLICABLE).*

### **1. Erosion and Sedimentation Control Notes**

- a) Follow all directions of erosion control plan per BMPs and all related county required measures

### **2. Grading**

- a) Review soils report and grading recommendations (if applicable)
- b) Grading/ excavation for footings, crawlspace, trenching, driveway
- c) Backfill and compact all soil removed for utility trenching and footings

### **3. Foundations**

- a) Concrete foundation footings for modular units
- b) Stem walls/piers per plan provided by Kardent
- c) Foundation vents
- d) Crawlspace access door
- e) Install Class I vapor retarder at crawlspace and drains as required
- f) Concrete pad for condenser(s) (if applicable)

### **4. Steel**

- a) Supply and install steel plates at top of stem walls (or piers)

### **5. Utility Infrastructure**



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a) Sewer:

- run sanitary sewer line from property line to stub up/point of connection(s) in crawlspace
- coordinate with local responsible agency if new sewer lateral will be required

b) Water:

- Run water main service line from water meter to manifold/ shut off valve outside crawlspace and supply stub ups/ points of connection for domestic services and fire sprinkler service
- Coordinate meter size and main line size requirements with local utility company and fire sprinkler requirements
- Coordinate location of exterior hose bibs

c) Gas (if applicable):

- Coordinate gas service line from property line to new meter location

d) Electrical:

- Install pipe sleeve and stub up/ point of connection in crawlspace to pull future electric service into crawlspace
- Coordinate service requirements and services size with local power company
- If additional structures on site (garage, carport), run underground conduit from crawlspace or main service panel to those locations
- Install temporary power, coordinate with local power company

e) Fire:

- coordinate fire safety requirements (driveways, turnouts, hydrants, water supply) with local fire department

## **6. Site Drainage**

- a) Install subsurface drainage and/or water catchment systems per plans and/or local requirements
- b) Supply and install all site drainage as a requirement, including drainage outlet for crawlspace and subdrain as recommended by geotechnical report.
- c) Connect downspouts to subsurface drawings post-delivery.

*BEFORE CONNECT HOMES CAN SCHEDULE THE DELIVERY OF THE HOME THE FOLLOWING REQUIREMENTS MUST BE MET:*

- FOUNDATIONS COMPLETE
- STAGING AREA FOR CRANE AND TRUCKS CLEAR OF ALL DEBRIS
- NO OPEN TRENCHES
- TEMPORARY POWER
- TEMPORARY TOILET
- ANY DISTURBED OR EXCAVATED AREAS ON SITE WITHIN THECONNECT HOMES WORK ZONE (FOR CRANE, TRUCKS AND ALL AROUND THE FOUNDATION) TO BE BACKFILLED AND COMPACTED BEFORE DELIVERY.

## **LOCAL GC POST-DELIVERY SCOPE OF WORK**

### **1. Module connection to Foundations**



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- a) Concrete pads for site-built stairs, decks ramps (if applicable)
- c) Crawlspace well access cover (if applicable)

## 2. Structural Steel Frames

- a) Weld or bolt bottom steel corner plates and steel shim plates located at floor beams to steel weld plates on concrete stem wall/piers

## 3. Utility Infrastructure

### a) Sewer:

- Install sanitary drainage branch in crawlspace connecting sanitary drain/waste/vent stub downs under house and connect to sanitary drainage stub up in crawlspace.
- Provide accessible end of line clean outs per code requirements.

### b) Water:

- Connect water service line to stub down in crawlspace and connect fire sprinkler riser stub downs under house to stub up in crawlspace, install hose bibs

### c) Gas: (if applicable)

- Install seismic shutoff valve, connect gas service from meter to gas line stub downs under house to stub up in crawlspace

### d) Electrical:

- Coordinate electric meter location and size of service with local utility company
- Supply and install main electrical panel and run overhead or underground service to meter

- Connect electric service from main service panel to sub panels

- If additional structures on site, run electric service to them

- e) Coordinate directly with the local telephone and cable providers servicing the area to provide services for the modules, including the installation of telephone and cable panels and the pulling of low voltage wires connecting the devices inside the house to the panels (if applicable)

- f) Coordinate install of solar panels with solar panel sub-contractor, coordinate with local utility company (if applicable)

## 4. Grading

- a) Complete backfill and finish grading

## 5. Site decks (where prefab Manufacturer not already providing decking), Site Stairs, Other Structures, Site Furniture

- Local GC to install any required decking
- Local GC to install site stairs and ramps
- Local GC to install site furniture, if applicable

## 6. Security, Egress, Site Lighting, Site Signage

- where not already incorporated into the modules, Local GC will install

## 7. Site Drainage

- a) connect downspouts to subsurface drains, rain barrels, or supply and install splash blocks (if applicable). when connecting to underground storm drain line, contractor to align final location of stub-up with downspout

## 8. Landscape

- Local GC to complete landscaping and landscape features, if applicable



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**9. Casework and Furniture**

- Local GC to install casework and furniture specified by Kardent.

**9. Casework and Furniture**

- Local GC to provide and install flashing to cover the gaps between modules.

***Post Delivery Inspection – Upon setting of the modules Connect Homes will***

- a. *Provide Quality Assurance personnel to conduct a post installation inspection to ensure that units have been installed in accordance with all plans and specifications*
- b. *Customer will to provide access within 24 hours of installation and perform a site walk-through/inspection as a requirement of warranty for any future claims related to the product provided by Connect Homes*

***Post Utility Inspection – After modules are hooked up to utilities Connect Homes will***

- a. *Review and inspect systems for correct installation and warranty acceptance*
- b. *Perform necessary corrections identified as manufacturing deficiencies upon connection*
- c. *Provide final advice and consultation on finish connections as may be required*



**CONNECT SHELTER 3**

Fit-Out

01.23.23

- Included Option in Base Price
- Upgrade Option at Additional Cost

*NOTE: PRODUCT MODEL STANDARDS ARE SUBJECT TO CHANGE BASED ON AVAILABILITY IN TIME OF PRODUCTION. ADDITIONALLY, ANY UPGRADES BEYOND CONNECT HOMES STANDARDS MAY CAUSE FURTHER DELAYS.*

Shelter Fuel Type

0

- Gas
- Propane
- Electric

Exterior Finishes

1

Structure

- Heavy Gauge Steel Frame Module, 40' x 10'

Siding

- Fiber Cement Panel Siding, Smooth, White
- Accent Panels [Color] Per Elevations
- Upgrade: Add Other Logos/Super Graphics
- Upgrade: 1" T4 Profile, Kynar Finish

Decking and Steps

- None
- Upgrade: 40"x10' Deck pallets Deck pallets. Trex Select Composite Decking [Color], [6]

Windows

- 36" x 77" Awning over Fixed Window with Transom Height 48"
- Upgrade: ADA Hardware

Exterior Doors

- 36" x 80" Fiberglass Swing Door With Glass, [Color]

Exterior Door Hardware

- Keyless Entry, Schlage CO-100 Keypad Programmable Lock, ADA Compliant
- Upgrade: [Other Model]

Mechanical Room Door

- None
- Upgrade: Metal Door with Perforated Metal Screen, [Color]

Exterior Wall Light

- Hinkley Luna Step Light, White
- Upgrade: Provide J Boxes for Owner Provided Fixtures, [qty 4]
- Upgrade: Provide J Boxes for Owner Provided Exit Signs

Outdoor Receptacle

- Taymac Weatherproof Cover, Finish: White

Roof Material

- 60 Mil PVC Roofing Membrane, White

Fire Rated Walls

- Type X between Sleeping Rooms
- Upgrade: Exterior Walls per Owner Provided Plan (elevation 1 & 4)

Gutter & Downspout

- None
- Upgrade: Gutter & Single Downspout, 40' x 4" x 4"



CONNECT SHELTER 3

Fit-Out

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01.23.23

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Interior Finishes  
2

Flooring

- Cali Click Lock Vinyl Planks, Finish: Seaboard Oak**
- Upgrade: [Other Color]

Wall Finish

- FRP Wall Panels, Crane GlasBord, Smooth White, Semigloss with Trims
- Dryable with Washable Paint**

Interior Door Lever

- Omnia, Brushed Stainless Steel

Recessed Lighting

- Recessed LED, White Trim, White Baffle

Switches

- Leviton Decora Rocker Quiet Switch

Outlets

- Leviton Decora Series, White
- Upgrade: Quad Outlet with USB Capabilities, [Quantity]

Furniture/Features

- None
- Upgrade: Bed Platform with Storage**
- Upgrade: Resource Furniture Murphy Bed/Desk
- Upgrade: Grab Bars
- Upgrade: Blocking for Desks



**CONNECT SHELTER 3**

Fit-Out

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Bathroom  
NON-ADA  
3

Sink	<input checked="" type="checkbox"/>	Magnus, Glidden Vitreous China Wall-Mount Bathroom Sink, White (#112948)
Sink Faucet	<input checked="" type="checkbox"/>	Kohler July Single Hole Bathroom Faucet - Less Drain Assembly (K-97283-4-CP) or Equivalent Upgrade: [Other Model - Available Only If Connected to Site Utilities]
Mirror	<input checked="" type="checkbox"/>	Bobrick Wall-Mounted Mirror, 18"x 36" (B-165 1836) or Equivalent Upgrade: Ikea Storjorm Mirror Cabinet 24"
Toilet	<input checked="" type="checkbox"/>	Kohler Santa Rose Toilet with Quiet Close (K-3810-0) or Equivalent Upgrade: Add Hand Spray (24884) Upgrade: [Other Model - Available Only If Connected to Site Utilities]
Shower Stall	<input checked="" type="checkbox"/>	Aquatic Varia 32" x 32" 2-Piece Shower Stall, White (#13232P)
Shower Accessories	<input checked="" type="checkbox"/>	Niagara Earth Massage 1.25 GPM Showerhead (#N29112CH), Kohler Valve Trim Set (#K0TLS98009-4-CP) Upgrade: [Other Model - Available Only If Connected to Site Utilities]
Towel Hook	<input checked="" type="checkbox"/>	Gatco, Latitude II Single Robe Hook, Polished Chrome (#4245) Upgrade: [Other Model]
Tissue Holder	<input checked="" type="checkbox"/>	Gatco, Channel Euro Single Post Toilet Paper Holder, Polished Chrome (#4683) Upgrade: [Other Model]
Bath Fan	<input checked="" type="checkbox"/>	Panasonic WhisperGreen Ceiling Mounted Combination LED in Vent Fan (#FV-0511VKSL2)





**CONNECT SHELTER 3**

Fit-Out

01.23.23

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- Upgrade Option at Additional Cost

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**Systems**

4

Mechanical	<input checked="" type="checkbox"/>	Ductless Heat Pump (Separate Fan Coil Unit per room for Heating + Cooling)
On Demand Water Heater	<input type="checkbox"/>	Rinnai, Gas Power Tankless Water Heater (V53DeN) or Equivalent
	<input checked="" type="checkbox"/>	<b>Upgrade: Heat Pump Electric Water Heater or equivalent</b>
Ventilation	<input checked="" type="checkbox"/>	Fujitsu Residential Air Conditioner Heat Pump (3 Tons) (AOU36RLAVS4)
Fire: Smoke / CO Alarms	<input checked="" type="checkbox"/>	<b>Provide Smoke Alarms (Owner shall provide low voltage connection between smoke alarm and fire system)</b>
Solar	<input checked="" type="checkbox"/>	None
	<input type="checkbox"/>	Upgrade: Solar Ready
Thermostats	<input checked="" type="checkbox"/>	Wall Controller
	<input type="checkbox"/>	Upgrade: Central Main Controller
Firesprinklers	<input type="checkbox"/>	None
	<input checked="" type="checkbox"/>	<b>Upgrade: Automatic Wet Firesprinkler System</b>
	<input checked="" type="checkbox"/>	<b>Upgrade: Provide Interior Horns and Strobe, Potter SH-120W (qty 3)</b>
Ext. Lights Control	<input checked="" type="checkbox"/>	Photocell Control
	<input type="checkbox"/>	Upgrade: Control/Separate Switches per Room
Power	<input checked="" type="checkbox"/>	1-1/2" Non metallic PVC Schedule 40 Conduit Stub Out
	<input type="checkbox"/>	Upgrade: Nema Plug for Owner Provided Generator
Water Supply	<input checked="" type="checkbox"/>	Connect to Onsite Water Service
Grey Water/Black Water	<input checked="" type="checkbox"/>	Connect to Onsite Sewer Service
Gas	<input type="checkbox"/>	Connect to Onsite Gas Service
	<input checked="" type="checkbox"/>	Upgrade: Cylinder Propane Tanks 19GA total. (Refill approx. every 22 days)
Shelter Support	<input checked="" type="checkbox"/>	None
Shelter Support	<input checked="" type="checkbox"/>	Bolt to Foundation

**Key**



**Specifications Required For HCD Approval Submittals**



**CONNECT SHELTER 2**

Fit-Out

01.23.23

- Included Option in Base Price
- Upgrade Option at Additional Cost

*NOTE: PRODUCT MODEL STANDARDS ARE SUBJECT TO CHANGE BASED ON AVAILABILITY IN TIME OF PRODUCTION. ADDITIONALLY, ANY UPGRADES BEYOND CONNECT HOMES STANDARDS MAY CAUSE FURTHER DELAYS.*

Shelter Fuel Type  
0

- Gas
- Propane
- Electric

Exterior Finishes  
1

- Structure  Heavy Gauge Steel Frame Module, 40' x 9'

---

- Siding  Fiber Cement Panel Siding, Smooth, White
  - Accent Panels [Color] Per Elevations
  - Upgrade: Add Other Logos/Super Graphics
  - Upgrade: 1" T4 Profile, Kynar Finish

---

- Decking and Steps  None
  - Upgrade: 40"x10' Deck pallets Deck pallets. Trex Select Composite Decking [Color], [Quantity]

---

- Windows  36" x 77" Awning over Fixed Window with Transom Height 48", Dark Bronze
  - Upgrade: ADA Hardware

---

- Exterior Doors  36" x 80" Fiberglass Swing Door With Glass, [Color] or Equivalent

---

- Exterior Door Hardware  Keyless Entry, Schlage CO-100 Keypad Programmable Lock, ADA Compliant
  - Upgrade: [Other Model]

---

- Mechanical Room Door  None
  - Upgrade: Metal Door with Perforated Metal Screen, [Color TBD]

---

- Exterior Wall Light  Hinkley Luna Step Light, White
  - Upgrade: Provide J Boxes for Owner Provided Fixtures, [qty 4]
  - Upgrade: Provide J Boxes for Owner Provided Exit Signs

---

- Outdoor Receptacle  Taymac Weatherproof Cover, Finish: White

---

- Roof Material  60 Mil PVC Roofing Membrane, White

---

- Fire Rated Walls  Type X between Sleeping Rooms
  - Upgrade: Exterior Walls per Owner Provided Plan (Elevations 1 & 4)

---

- Gutter & Downspout  None
  - Upgrade: Gutter & Single Downspout, 40' x 4" x 4"



## CONNECT SHELTER 2

Fit-Out

- Included Option in Base Price
- Upgrade Option at Additional Cost

01.23.23

*NOTE: PRODUCT MODEL STANDARDS ARE SUBJECT TO CHANGE BASED ON AVAILABILITY IN TIME OF PRODUCTION. ADDITIONALLY, ANY UPGRADES BEYOND CONNECT HOMES STANDARDS MAY CAUSE FURTHER DELAYS.*

Interior Finishes  
2

Flooring  **Cali Click Lock Vinyl Planks, Finish: Seaboard Oak**  
 Upgrade: [Other Color]

Wall Finish  FRP Wall Panels, Crane GlasBord, Smooth White, Semigloss with Trims  
 **Dryable with Washable Paint**

Interior Door Lever  Omnia, Brushed Stainless Steel

Recessed Lighting  Recessed LED, White Trim, White Baffle

Switches  Leviton Decora Rocker Quiet Switch

Outlets  Leviton Decora Series, White  
 Upgrade: Quad Outlet with USB Capabilities, [Quantity]

Furniture/Features  None  
 **Upgrade: Bed Platform with Storage**  
 Upgrade: Resource Furniture Murphy Bed/Desk  
 Upgrade: Grab Bars  
 Upgrade: Blocking for Desks



CONNECT SHELTER 2

Fit-Out

- Included Option in Base Price
- Upgrade Option at Additional Cost

01.23.23

*NOTE: PRODUCT MODEL STANDARDS ARE SUBJECT TO CHANGE BASED ON AVAILABILITY IN TIME OF PRODUCTION. ADDITIONALLY, ANY UPGRADES BEYOND CONNECT HOMES STANDARDS MAY CAUSE FURTHER DELAYS.*

Bathroom

3

Flooring	<input checked="" type="checkbox"/>	Cali Click Lock Vinyl Planks, Finish: Seaboard Oak
Sink	<input checked="" type="checkbox"/>	Kohler Greenwich 20-3/4" Wall Mounted Bathroom Sink with 1 Hole Drilled and Overflow (K-2031-0) or Equivalent
Sink Faucet	<input checked="" type="checkbox"/>	Kohler July Single Hole Bathroom Faucet - Less Drain Assembly K-97283-4-CP or Equivalent Upgrade: [Other Model]
Mirror	<input checked="" type="checkbox"/>	Wall-Mounted Mirror, Bobrick 18"x 36", B-165 1836 or Equivalent Upgrade: Delcora 20" 60" , W00503
Toilet	<input checked="" type="checkbox"/>	Kohler Santa Rose Toilet with Quiet Close K-3810-0 or Equivalent Upgrade: [Other Model]
Shower Stall	<input checked="" type="checkbox"/>	Best Bath Systems ADA Transfer Shower (LSS4238A5T) or Equivalent
Shower Set	<input checked="" type="checkbox"/>	Best Bath Systems ADA Transfer Shower LSS4238A5T Shower Set (Pressure Balanced Mixing Valve, Lever Handle, Caulkless Drain) or Equivalent
Shower Accessories	<input checked="" type="checkbox"/>	Best Bath Systems ADA Transfer Shower LSS4238A5T Shower Accessories (Grab Bars, Folding Seat, Soap Dish, Curtain and Rod) or Equivalent Upgrade: [Other Model]
Towel Hook	<input checked="" type="checkbox"/>	Gatco, Latitude II Single Robe Hook, Polished Chrome (#4245) or Equivalent Upgrade: [Other Model]
Tissue Holder	<input checked="" type="checkbox"/>	Gatco, Channel Euro Single Post Toilet Paper Holder, Polished Chrome (#4683) or Equivalent Upgrade: [Other Model]
Bath Fan	<input checked="" type="checkbox"/>	Panasonic WhisperGreen Ceiling Mounted Combination LED in Vent Fan (#FV-0511VKSL2) or Equivalent

Systems

4

Mechanical	<input checked="" type="checkbox"/>	Ductless Heat Pump (Separate Fan Coil Unit per room for Heating + Cooling)
Ventilation	<input checked="" type="checkbox"/>	Fujitsu Residential Air Conditioner Heat Pump (3 Tons) (AOU36RLAVS4)
On Demand Water Heater	<input type="checkbox"/>	Rinnai, Gas Powered Tankless Water Heater (V53DeN) or Equivalent Upgrade: Heat Pump Electric Water Heater or equivalent



**CONNECT SHELTER 2**

Fit-Out

01.23.23

- Included Option in Base Price
- Upgrade Option at Additional Cost

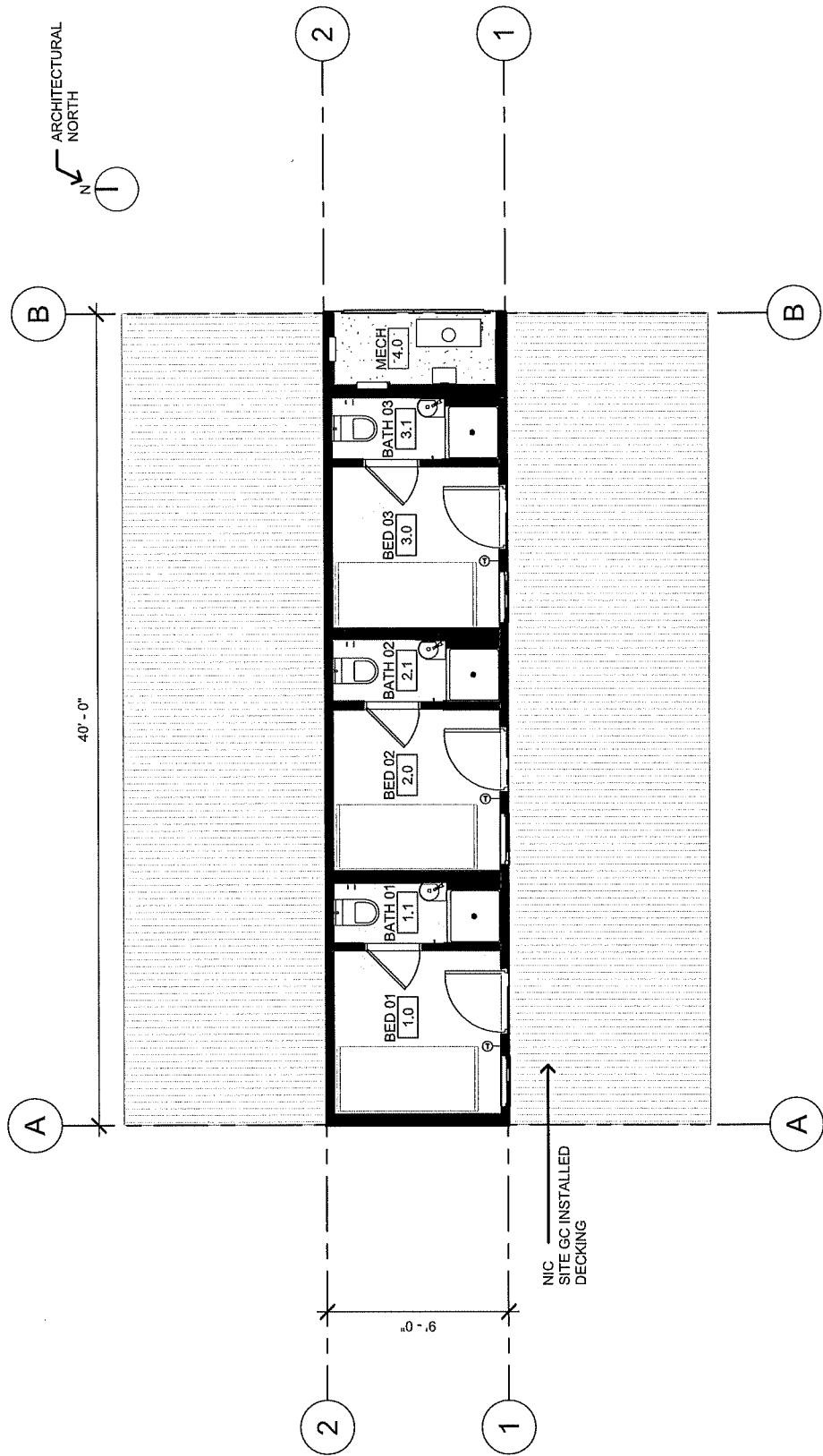
*NOTE: PRODUCT MODEL STANDARDS ARE SUBJECT TO CHANGE BASED ON AVAILABILITY IN TIME OF PRODUCTION. ADDITIONALLY, ANY UPGRADES BEYOND CONNECT HOMES STANDARDS MAY CAUSE FURTHER DELAYS.*

Fire: Smoke / CO Alarms	<input checked="" type="checkbox"/>	Provide Smoke Alarms (Owner shall provide low voltage connection between smoke alarm and fire system)
Solar	<input checked="" type="checkbox"/>	None
	<input type="checkbox"/>	Upgrade: Solar Ready
Thermostats	<input checked="" type="checkbox"/>	Wall Controller
	<input type="checkbox"/>	Upgrade: Central Main Controller
Firesprinklers	<input type="checkbox"/>	None
	<input checked="" type="checkbox"/>	Upgrade: Automatic Wet Firesprinkler System
	<input checked="" type="checkbox"/>	Upgrade: Provide Interior Horns and Strobe, Potter SH-120W (qty 2)
Communication Features	<input type="checkbox"/>	None
	<input checked="" type="checkbox"/>	Upgrade: Provide Roughs For Doorbell Notification Devices (qty 2)
Ext. Lights Control	<input checked="" type="checkbox"/>	Photocell Control
	<input type="checkbox"/>	Upgrade: Control/Separate Switches per Room
Power	<input checked="" type="checkbox"/>	2" Non metallic PVC Schedule 40 Conduit Stub Out
	<input type="checkbox"/>	Upgrade: Nema Plug for Owner Provided Generator
Water Supply	<input checked="" type="checkbox"/>	Connect to Onsite Water Service
Grey Water/Black Water	<input checked="" type="checkbox"/>	Connect to Onsite Sewer Service
Gas	<input type="checkbox"/>	Connect to Onsite Gas Service
	<input type="checkbox"/>	Upgrade: Cylinder Propane Tanks 19GA toal. (Refill approx. every 22 days)
	<input checked="" type="checkbox"/>	None
Shelter Support	<input checked="" type="checkbox"/>	Bolt to Foundation

Key



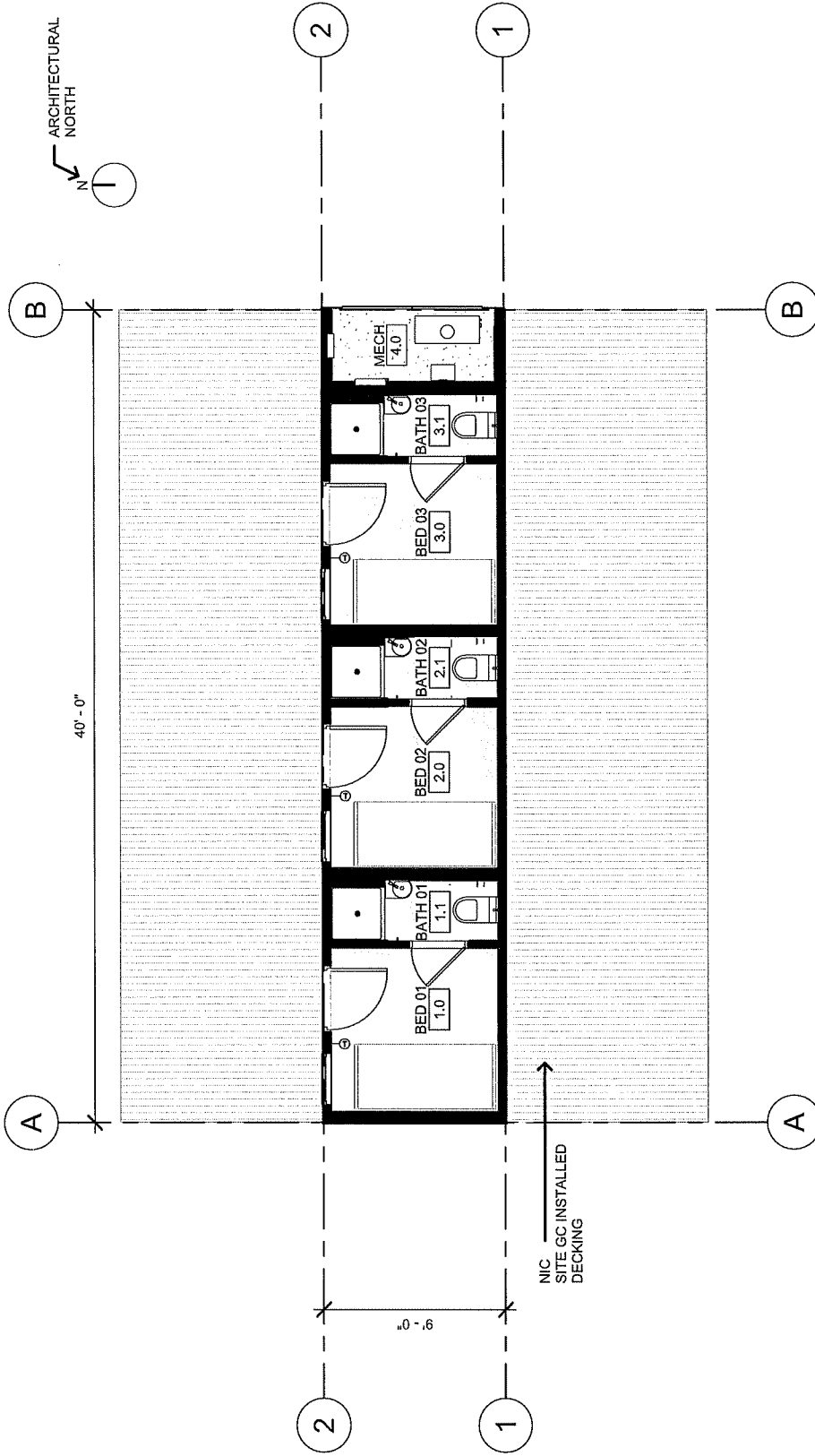
Specifications Required For HCD Approval Submittals



**FLOOR PLAN TYPE A**  
 SHELTER MODEL - CSS - 3BED/3BATH

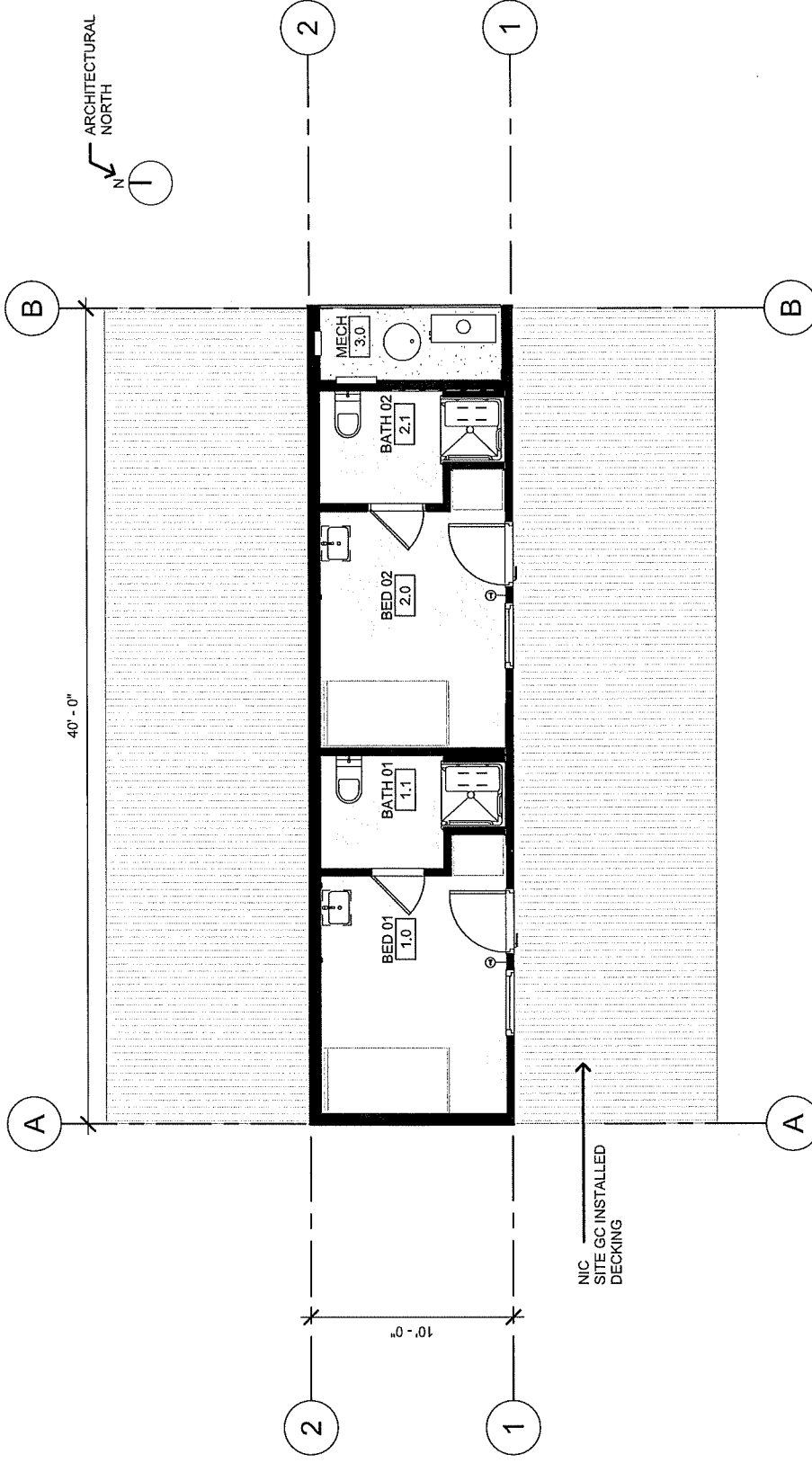
**FLOOR PLAN TYPE A**

This floor plan is shown for reference purposes only. Connect Homes reserves the right to make changes and substitutions to this standard floor plan at any time.



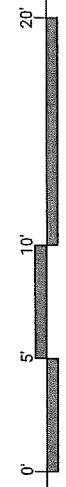
**FLOOR PLAN TYPE B**  
**SHELTER MODEL - CSS - 3BED/3BATH**

This floor plan is shown for reference purposes only. Connect Homes reserves the right to make changes and substitutions to this abstract floor plan at any time.



**FLOOR PLAN TYPE A**      **SHELTER MODEL - CSZ - 2 BED/2BATH**

This floor plan is shown for reference purposes only. Connect Homes reserves the right to make changes and substitutions to this standard floor plan at any time.







**FLOOR PLAN** TYPE B

**SHELTER MODEL - CS2 - 2 BED/2BATH**

This floor plan is shown for reference purposes only. Connect Homes reserves the right to make changes and substitutions to this standard floor plan at any time.

EXHIBIT "B"

RFP HE22-158

# City of Long Beach

Request for Proposals Number HE-22-158  
Modular Non-Congregate Shelter Units



## Overview

### Summary

The City of Long Beach (City) is seeking proposals from qualified manufacturers for the design, manufacture, delivery, and installation of 30-35 modular non-congregate shelter units to safely house people experiencing homelessness (PEH). These units are intended for use as interim or temporary housing. Shelter units must be delivered and installed by July 2023 at the latest.

### Key Dates

Release Date: October 20, 2022

Optional Pre-Proposal Meeting: 1:00 PM  
November 1, 2022

Questions Due to the City: 11:00AM November 9,  
2022

Proposals Due: 11:00AM November 23, 2022

*The City reserves the right to modify these dates at any time, with appropriate notice to prospective Contractors.*

### Proposal Information

Instructions for what to include in your proposal and how to submit it are detailed in Section 4.

Proposals must be submitted electronically via LongBeachBuys.com.

### Official Contact

Tommy Ryan  
[rfppurchasing@longbeach.gov](mailto:rfppurchasing@longbeach.gov)

*All communication with the City related to this RFP must be directed to the contact listed above.*

# Contents

- 1 The Opportunity
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  - 1.3 Goals
  - 1.4 Award Terms
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  - 2.1 Description of Services
  - 2.2 Performance Metrics & Contract Management
    - 2.2.1 Performance Metrics
    - 2.2.2 Contract Management
    - 2.2.3 Contract Payment
- 3 How We Choose
  - 3.1 Minimum Qualifications
  - 3.2 Evaluation Criteria
- 4 Proposal Instructions & Content
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  - 4.2 Proposal Content
  - 4.3 Narrative Proposal Template
- 5 Terms & Conditions
  - 5.1 Acronyms/Definitions
  - 5.2 Solicitation Terms & Conditions
  - 5.3 Contract Terms & Conditions
  - 5.4 Protest Procedures

# 1 The Opportunity

## 1.1 Project Summary

The City is seeking proposals from qualified manufacturers for the design, manufacture, delivery, and installation of 30-35 modular non-congregate shelter units to safely house PEH at the Long Beach Multi-Service Center (MSC), located at 1301 W 12<sup>th</sup> Street, Long Beach, CA 90813. These units are intended for use as interim or temporary housing. Shelter units must be delivered and installed by July 2023 at the latest. The City's goal is to expand the inventory of interim housing opportunities for PEH. Qualified manufacturers must have demonstrated experience with successful, high-quality projects using small alternative structures for either temporary or permanent housing.

## 1.2 Background

On February 24, 2022, Long Beach Point in Time Count identified 3,296 PEH on the streets, in emergency shelters, or transitional housing. Of these, 1,801 people were experiencing unsheltered homelessness, and 1,282 individuals and adults in families were identified as experiencing chronic homelessness. Hundreds of individuals and families visit the MSC, the City's homeless services access center, each month to enroll in the Coordinated Entry System for referrals to services and housing solutions. However, connections to permanent housing solutions often take several weeks or months, so low-barrier interim housing options are necessary to stabilize individuals as they work towards securing permanent housing placement. The City currently utilizes several congregate and non-congregate shelter facilities, as well as motel vouchers, to meet this need, but additional units are needed.

To alleviate this issue, the City seeks to develop and operate 30-35 modular non-congregate shelter units in a designated area of the parking lot of the MSC, which would be available for adults and transition aged youth experiencing homelessness. Participants would access case management and other supportive services on-site through the MSC with the goal of successful permanent housing placement.

## 1.3 Goals

The goal of this RFP is to deliver high quality, single occupancy shelter units that meet City requirements, ensure safe, dignified, and healthy living conditions, and enable PEH access to low-barrier, temporary housing and linkages to supportive services.

## 1.4 Award Terms

This contract will be for a period of two years with the option to renew for three additional one-year periods. The total contract term will not exceed five years.

In alignment with the Long Beach Recovery Act, the City has allocated federal recovery funds and California state grant funds through the Department of Housing and Community Development to support the manufacturing and delivery of the modular

shelters. The budget for this project is open-ended, with the City reviewing for cost effectiveness and feasibility during the evaluation process.

## 2 Scope of Work

### 2.1 Description of Services

The Awarded Contractor shall design, manufacture, deliver and install modular non-congregate shelter units that meet the below requirements. Once selected, the Awarded Contractor shall collaborate with City staff to coordinate the design, specifications, and point of connection of all utilities and services for the appropriate shelter units that meet the needs of the specified location

Each shelter unit must be single occupancy and include:

- At least one (1) lockable window
- One bed
- Adequate storage space
- One bathroom, including a sink, toilet, and shower connected to existing water and sewage utilities. Floor drains should be positioned in center of the bathroom and shower for cleaning.
- Adequate ventilation and insulation
- Heating, ventilation, and air conditioning (HVAC) unit
- Adequate lighting and electricity, connected to existing power grid
- Appropriate fire suppression and smoke detectors
- Vandal resistant plumbing fixtures and accessories
- Antimicrobial materials
- Waste receptacle within or at convenient exterior locations

At least four of the shelter units must be ADA-accessible. Shelter units must meet all applicable Building and Safety codes and be approved by the City and appropriate local jurisdictions. Shelter units must be manufactured, delivered, and installed in full working condition by July 2023.

Desirable modular shelter unit designs and proposals should demonstrate:

- Maximization of number of units and usable living space for the specified location
- Sturdiness and durability of materials
- Ease of cleaning, sanitation, and turnover between residents
- Ease of transport and relocation
- Ease of maintenance, such as access to plumbing and lighting fixtures with minimum disturbance to residents
- Sustainability of materials and design
- Ability to provide Wi-Fi access for residents
- Customization of mechanical, electrical, and plumbing (MEP) hookup location

- Option to design unit raised with plenum below
- Increase Warranty length for critical elements
- Demonstrated ability to rapidly manufacture, deploy, and install shelter units
- Certification by the State of California Housing & Community Development (HCD) for installation and habitation

While not required, proposers should list any ability to provide site improvements, such as bicycle racks, security cameras, solar lighting, common area amenities, or landscaping.

During the design process, the Awarded Contractor shall work with the City to develop a site plan, identifying necessary site improvements and proper hook-ups to water, sewer, and power. Once finalized, the City will utilize its staff and job order contractors to conduct necessary site improvements and construction in preparation for delivery, including foundation, fencing, landscaping, lighting, or other site improvements, as well as providing water, sewer, and power to the point of connection specified and as required by local code.

The Awarded Contractor shall partner with the City to customize the proposed modular shelter unit design to ensure appropriateness for the location and that all necessary site improvements are made prior to delivery and installation.

The Awarded Contractor shall coordinate with the City for timely delivery and installation of the modular units. The Awarded Contractor shall coordinate delivery issues such as schedule, equipment, overhead wires, trees, tree roots, or existing grade changes within the project site that may impact the path of travel for installation of the modular units from the public way to the final building site. The installation process will involve the erection of modular units and connection of water, sewer, and power to each unit and commence immediately after delivery. The Awarded Vendor shall implement a rigorous testing and adjustment process for each unit, ensuring the repair or replacement of any damaged or malfunctioning hardware, fixtures, equipment, or controls.

The Awarded Contractor shall provide a warranty of at least one (1) year from date of acceptance, guaranteeing work will be done in accordance with requirements of contract and remain free of defects in workmanship and materials. Longer warranty periods are also desirable.

## 2.2 Performance Metrics & Contract Management

### 2.2.1 Performance Metrics

The table below highlights the targets that will be tracked and reviewed collaboratively with the Awarded Contractor during the contract. This list is an indication of the



performance metrics of interest to the City and is not exhaustive or final. As a part of a response to this RFP, Proposers may propose additional or alternative performance metrics to be tracked on a regular basis. The final set of performance metrics and frequency of collection will be negotiated by the successful Proposer and the City prior to the finalization of an agreement between parties and may be adjusted over time as needed.

<b>METRIC</b>	<b>DESCRIPTION</b>	<b>TARGET</b>	<b>DATA SOURCE</b>
1. Delivery of the project within the defined timeframe	Successful design, manufacture, delivery, and installation of the 30-35 non-congregate modular shelter units by July 2023.	July 2023	Consistent communication of progress between City Staff and designated point of contact

### 2.2.2 Contract Management

The Awarded Contractor shall work with the City to create a project timeline with milestones leading to the successful delivery of the project by July 2023, including contingency. The Awarded Contractor shall designate a point of contact to regularly communicate with the City’s project manager to ensure all milestones are met for timely and efficient delivery of the modular shelter units.

### 2.2.3 Contract Payment

The City issues payment based upon services rendered. After a contract is finalized and work is performed, the Contractor should invoice the City. The City will remit payment within 30 calendar days of being billed.

## 3 How We Choose

### 3.1 Minimum Qualifications

Proposers must demonstrate their ability to meet the following minimum qualifications to be eligible:

- The applicant, its officers, and employees are not currently debarred or suspended from doing business with the Federal Government, State of California, or a local government
- Applicant must be qualified to conduct business in the City
- Experience delivering at least one (1) project of similar scope to a government or social service agency

- Current capacity to deliver 30-35 modular shelter units within the specified timeframe.

### 3.2 Evaluation Criteria

Proposals shall be consistently evaluated based upon the following criteria:

CRITERIA
1. Organizational Capacity & Experience <ul style="list-style-type: none"> <li>• Demonstrated fulfillment of minimum qualifications described in Section 3.1</li> <li>• Experience in the delivery of similar projects</li> <li>• Evidence of financial capability to deliver the specified project</li> </ul>
2. Method of Approach <ul style="list-style-type: none"> <li>• The extent to which proposed shelter units meet the requirements and desirable characteristics in Section 2.1</li> <li>• Demonstrated success of the proposed shelter units in similar locations or situations</li> <li>• Ability to meet required timelines and deadlines</li> <li>•</li> </ul>
3. Reasonableness of Cost <ul style="list-style-type: none"> <li>• Feasibility and cost-effectiveness of proposed budget</li> </ul>

## 4 Proposal Instructions & Content

### 4.1 Timelines & Instructions

MILESTONE	TIME (PACIFIC) & DATE	LOCATION / ADDITIONAL INFORMATION
Release date	Oct 20, 2022	
Optional Pre-Proposal Meeting	1:00 PM Nov 1, 2022	<ul style="list-style-type: none"> <li>• Hosted virtually via Zoom meeting. <a href="https://longbeach.gov.zoom.us/j/96348457692?pwd=TVFyRHc0TlRQWlkxWFlycjZBa2NmUT09">https://longbeach.gov.zoom.us/j/96348457692?pwd=TVFyRHc0TlRQWlkxWFlycjZBa2NmUT09</a></li> <li>• Meeting ID: 963 4845 7692</li> <li>• Passcode: 583783</li> <li>• RSVP via the Questions tab in the Solicitation on LongBeachBuys.com.</li> </ul>
Questions due to the City	11:00AM Nov 9, 2022	<ul style="list-style-type: none"> <li>• Submit all inquiries via email to <a href="mailto:rfppurchasing@longbeach.gov">rfppurchasing@longbeach.gov</a></li> </ul>

Posting of the Q&A	Nov 16, 2022	<ul style="list-style-type: none"> <li>• Responses to the questions will be posted on <a href="http://LongBeachBuys.com">LongBeachBuys.com</a>.</li> </ul>
Proposals due	11:00AM Nov 23, 2022	<ul style="list-style-type: none"> <li>• Proposals should be submitted electronically via <a href="http://LongBeachBuys.com">LongBeachBuys.com</a>.</li> <li>• Late proposals, or proposals submitted through other channels will not be accepted.</li> <li>• Proposers are responsible for submitting their proposals completely and on time. <ul style="list-style-type: none"> <li>○ Proposers will receive an e-bid confirmation number with a time stamp from <a href="http://LongBeachBuys.com">LongBeachBuys.com</a> indicating that the proposal was submitted successfully. The City will only receive proposals that were transmitted successfully.</li> <li>○ For technical support, email or call the City during normal business hours at <a href="mailto:LBPurchasing@longbeach.gov">LBPurchasing@longbeach.gov</a> or (562) 570-6200.</li> </ul> </li> </ul>
Evaluation of Narrative & Cost Proposals	Nov 2022 – Dec 2022	<ul style="list-style-type: none"> <li>• An Evaluation Committee will review Narrative &amp; Cost Proposals to select the proposal that best meets the needs of the City.</li> <li>• Evaluations will be conducted using a methodology derived from the evaluation criteria listed in Section 3.2.</li> </ul>
Negotiation & Contractor Selection	Dec 2022	<ul style="list-style-type: none"> <li>• Selected Contractor(s) will be notified in writing.</li> <li>• Any award is contingent upon the successful negotiation of final contract terms. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP.</li> <li>• Negotiations shall be confidential and not subject to disclosure to competing Contractors unless and until an agreement is reached.</li> </ul>
Estimated Contract Execution	Jan 2023	

Proposer Debrief	After Contractor is Selected	<ul style="list-style-type: none"> <li>Successful and unsuccessful Proposers are encouraged to request phone call or in person meeting with the City to discuss the strengths and weaknesses of their proposal. The intent of the debrief is to provide the Proposer with constructive feedback to equip them with information to effectively meet the City's needs and be successful in future proposals.</li> </ul>
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## 4.2 Proposal Content

Complete proposals will include the following. Proposers are encouraged to use this table as a checklist to ensure all components are included in their proposal.

<b>PROPOSAL</b>	
<input type="checkbox"/> Narrative Proposal	The Narrative Proposal should provide a straightforward, concise delineation of capabilities to satisfy the RFP. Guidance on preparing a Narrative Proposal is detailed in Section 4.3. Proposers are encouraged to include any spec sheets, promotional materials, collateral, or designs of existing products that demonstrate the qualifications of their proposed solution.
<input type="checkbox"/> Cost Proposal	A cost proposal listing the total and per-unit cost, as well as any other anticipated costs and fees associated with the design, manufacture, delivery, and installation of the units.
<b>PROPOSAL APPENDICES</b>	
<input type="checkbox"/> Financial Stability	Proposers should include one or more of the following financial statements to provide the City with enough information to determine financial stability of the Proposer and subcontractor. <ul style="list-style-type: none"> <li>Financial Statement or Annual Report</li> <li>Business tax return</li> <li>Statement of income and balance sheet</li> </ul>
<input type="checkbox"/> Case Studies (Optional)	Proposers are encouraged to include examples demonstrating previous experience successfully delivering a similar project(s).
<b>MANDATORY ATTACHMENTS</b>   <i>The following are included as Attachments in Long Beach Buys. They must be signed by the individual legally authorized to bind the Proposer.</i>	
<input type="checkbox"/> A. Authorization & Certification	
<input type="checkbox"/> B. Equal Benefits Ordinance (EBO) Form	
<input type="checkbox"/> C. Proof of registration with the California Department of Industrial Relations	

<input type="checkbox"/> D. Current Contractor's State License Board print out
<b>Attachments Which May be Submitted Upon Award</b>   <i>Upon award, Awarded Contractors will be required to submit the following. We encourage you to take note of these requirements, and where possible, include available information as part of your proposal to expedite processing.</i>
<input type="checkbox"/> E. W-9
<input type="checkbox"/> F. Business License
<input type="checkbox"/> G. Proof of Registration with the California Secretary of State
<input type="checkbox"/> H. Certificates of Insurance
<input type="checkbox"/> I. Faithful Performance Bond
<input type="checkbox"/> J. Labor and Materials Bond
<input type="checkbox"/> <b>Contact Information</b>   <i>Ensure your organization's profile is up to date in Long Beach Buys, including an email address, phone number, and for any classifications you may qualify for.</i>

### 4.3 Narrative Proposal Template

An editable version of the template below has been posted to *Long Beach Buys*. Proposers should complete the editable template and submit it as their narrative proposal.

#### Organizational Capacity & Experience

PROPOSER CONTACT INFORMATION		
<b>Organization</b>	Company Name	
	Company Address	
	Federal Tax ID Number	
	DIR Number	
	Website	
<b>Authorized Representative</b>	Name	
	Title	
	Email Address	
	Phone Number	
<b>Other Point of Contact (if required)</b>	Name	
	Title	
	Email Address	
	Phone Number	
PROPOSER CAPACITY & EXPERIENCE		
What type of enterprise is the organization?	<input type="checkbox"/> Non-Profit	
	<input type="checkbox"/> Sole Proprietorship	
	<input type="checkbox"/> General Partnership	

	<input type="checkbox"/> Corporation <i>State and Date of incorporation:</i> <hr/>	
	<input type="checkbox"/> Limited Liability Company	
	<input type="checkbox"/> Other	
Please describe why the organization is qualified to provide the services described in this RFP (1-2 paragraphs). Please include any relevant examples of previous comparable projects.		
Please describe the length of time the organization has been providing the services described in this RFP (1-3 sentences).		
How many employees does the organization have in total and residing in Long Beach?		
Where are the representative(s) that would service the City's account located?		
Who are the key staff involved in the project? For each, please a name, title, and resume either as an attachment or 1 paragraph description.		
<b>REFERENCES</b>		
<b>Reference 1</b>	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
<b>Reference 2</b>	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
<b>Reference 3</b>	Company	
	Project Manager	
	Phone Number	

	Project Description	
	Project Start and End Dates	
<b>Reference 4</b>	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
<b>Reference 5</b>	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	

**SUB-CONTRACTOR CONTACT INFORMATION**

Does the proposal include subcontractors?	<input type="checkbox"/> Yes
	<input type="checkbox"/> No

**If applicable, provide the following for all subcontractors included in this proposal.**

<b>Organization</b>	Company Name	
	Company Address	
<b>Authorized Representative</b>	Name	
	Title	
	Email Address	
	Phone Number	
<b>Other Point of Contact (if required)</b>	Name	
	Title	
	Email Address	
	Phone Number	

**SUBCONTRACTOR CAPACITY & EXPERIENCE**

What type of enterprise is the organization?	<input type="checkbox"/> Non-Profit
	<input type="checkbox"/> Sole Proprietorship
	<input type="checkbox"/> General Partnership
	<input type="checkbox"/> Corporation
	<i>State and Date of incorporation:</i> _____

	<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> _____ Other
Which specific requirements of this RFP will the subcontractor perform?	
Is the subcontractor registered with the California Department of Industrial Relations? If yes, provide registration number.	
Please describe why the organization is qualified to provide the services described in this RFP (1-2 paragraphs).	
Please describe the length of time the organization has been providing the services described in this RFP (1-3 sentences).	
How many employees does the organization have nationally, locally, and residing in Long Beach?	
Where are the representative(s) that would service the City's account located?	
Who are the key staff involved in the project? For each, please a name, title, and resume either as an attachment or 1 paragraph description.	

Method of Approach

1. Describe your proposed shelter unit design and demonstrate its ability to meet the minimum qualifications listed in Section 2.1. This could be in narrative or table form.
2. Describe how your proposed shelter unit design meets any desirable qualifications listed in Section 2.1. This could be in narrative or table form.
3. Describe the proposed timeline with key milestones for delivering shelter units to the City, including design, manufacture, and delivery times.

Communications & Reporting



1. Describe how your organization will collaborate with the City to develop shelter units appropriate and effective for the specific location and use-case.
2. The City requires that the Awarded Contractor provide proof of payment of any subcontractors used for this project. If the proposal includes subcontractors, please describe the plan for how the City will be notified of such payments.

## 5 Terms & Conditions

### 5.1 Acronyms/Definitions

1. Awarded Contractor: The organization/individual that is awarded a contract with the City of Long Beach, California for the services identified in this RFP.
2. City: The City of Long Beach and any department or agency identified herein.
3. Contractor / Proposer: Organization/individual submitting a proposal in response to this RFP.
4. Department / Division: City of Long Beach, Department of Health and human Services/Homeless Services Bureau
5. Evaluation Committee: An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, evaluate the proposals, and select a Contractor.
6. May: Indicates something that is not mandatory but permissible.
7. RFP: Request for Proposals.
8. Shall / Must: Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
9. Should: Indicates something that is recommended but not mandatory. If the Proposer fails to provide recommended information, the City may, at its sole option, ask the Proposer to provide the information or evaluate the proposal without the information.
10. Subcontractor: Third party not directly employed by the Proposer who will provide services identified in this RFP.

### 5.2 Solicitation Terms & Conditions

1. The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.

2. The City reserves the right to request clarification of any proposal term from Proposers.
3. The City may contact the references provided; contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.
4. The level and term of documentation required from the Proposer to satisfy the City will be commensurate with the size and complexity of the contract and Proposers should submit accordingly. If the information submitted by the Proposer, or available from other sources, is insufficient to satisfy the City as to the Proposer's contractual responsibility, the City may request additional information from the Proposer or may deem the proposal non-responsive.
5. The City reserves the right to waive informalities and minor irregularities in proposals received.
6. The City reserves the right to reject any or all proposals received prior to contract award.
7. The City's determination of the Proposer's responsibility, for the purposes of this RFP, shall be final.
8. Unless otherwise specified, the City prefers to award to a single Contractor but reserves the right to award contracts to multiple contractors.
9. The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.
10. If the City receives a single responsive, responsible proposal, the City may request an extension of the proposal acceptance period and/or conduct a price or cost analysis on such proposal. The Proposer shall promptly provide all cost or pricing data, documentation and explanation requested by the City to assist such analysis. By conducting such analysis, the City shall not be obligated to accept the single proposal. The City reserves the right to reject such proposal or any portion thereof.
11. Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to Proposers.

12. Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Proposer's standard contract language. The omission of these documents may render a proposal non-responsive.
13. Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
14. Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
15. Proposals may be withdrawn by written notice received prior to the proposal opening time.
16. The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other Contractor or prospective Contractor.
17. No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
18. Prices offered by Proposers in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The Awarded Contractor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the Awarded Contractor for implementation of their proposal.
19. The City is not liable for any costs incurred by Proposers prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City.
20. Proposal will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Proposer may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Proposer thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
21. A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the Proposer and each

subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the Proposer's obligations.

22. If the Contractor elects to use subcontractors, the City requires that the Awarded Contractor provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments.
23. Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Proposer on the grounds of actual or apparent conflict of interest.
24. Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Proposer's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
25. The City reserves the right to negotiate final contract terms with any Proposers selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the Awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the Awarded Contractor's proposal, and the Awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
26. The City will not be responsible for or bound by any oral communication or any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the City Contact.
27. Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable.
28. The City will not be liable for Federal, State, or Local excise taxes.

29. Execution of Attachment A of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including all contract terms and conditions therein, except such terms and conditions that the Proposer expressly excludes.
30. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any Proposer misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
31. Proposals shall be kept confidential until a contract is awarded.
32. No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.  
  
Proposers are advised that any contract awarded pursuant to this procurement process that exceeds \$100,000 shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the Equal Benefits Ordinance.
33. All Proposers shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in Attachment B, if applicable. Unless otherwise specified in the procurement package, Proposers do not need to submit with their bid supporting documentation proving compliance. However, supporting documentation verifying that the benefits are provided equally shall be required if the proposer is selected for award of a contract.

### 5.3 Contract Terms & Conditions

1. The Awarded Contractor will be the sole point of contract responsibility. The City will look solely to the Awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the Awarded Contractor shall not be relieved for the non-performance of any or all subcontractors.
2. The Awarded Contractor must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the Awarded Contractor has submitted acceptable evidence of the required insurance coverages. As a condition precedent to the effectiveness of this Contract, Contractor shall procure and maintain at Contractor's expense for the duration of this Contract from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following required insurance:
  - a. Commercial general liability insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach and its officials, employees, and agents as additional insureds on a form equivalent in

coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out of work or activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate. Such insurance shall not exclude the perils of explosion, collapse, or underground (XCU).

- b. Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City of Long Beach and its officials, employees, and agents.
- c. Commercial automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) covering Symbol 1 ("all autos").

Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the City of Long Beach and its officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

Any subcontractors which Contractor may use in the performance of this Contract shall be required to indemnify the City to the same extent as the Contractor and to maintain insurance in compliance with the provisions of this section.

Contractor shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than three (3) years. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Contract. City reserves the right to require

complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of City Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Contract.

3. The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases, the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. Additional information is available at [www.longbeach.gov/finance/business\\_license](http://www.longbeach.gov/finance/business_license).
4. All work performed in connection with construction shall be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of Sections 1770 et seq. of the California Labor Code), and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. Awarded Contractor shall complete all forms required by the City of its funding sources during the course of the Project.
5. Awarded Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Awarded Contractor's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Awarded Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code Section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Awarded Contractor, its officers, employees, agents, subcontractors, or anyone under Awarded Contractor's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").

6. In addition to Awarded Contractor's duty to indemnify, Awarded Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Awarded Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Awarded Contractor shall be required for the duty to defend to arise. City shall notify Awarded Contractor of any Claim, shall tender the defense of the Claim to Awarded Contractor, and shall assist Awarded Contractor, as may be reasonably requested, in the defense.
7. If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Awarded Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.
8. Any requests for reasonable price adjustments must be submitted 60 days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be justified based upon verifiable criteria such as the Consumer Price Index, US City Averages, or other relevant indices.
9. If the Awarded Contractor elects to use subcontractors, Awarded Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Awarded Contractor.
10. If the Awarded Contractor elects to use subcontractors, the Awarded Contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.
11. The provisions of this section shall survive the expiration or termination of this Contract.
12. PUBLIC WORKS OF IMPROVEMENT ONLY: Contractor agrees that all public work (as defined in California Labor Code Section 1720) performed pursuant to this Agreement (the "Public Work"), if any, shall comply with the requirements of California Labor Code Sections 1770 et seq. If there is a difference between the general prevailing wage rates determined by the director of the Department of Industrial Relations and the applicable minimum wage rates determined by the Secretary of Labor (for federally assisted projects) for similar classifications of work, the Contractor and its subcontractors of every tier shall pay their workers not less than the higher wage rate.



13. In all bid specifications, contracts and subcontracts for any such Public Work, Contractor shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the contractor to pay not less than the said prevailing rate of wages to all workers employed by the contractor in the execution of this contract. The awarded contractor expressly agrees to comply with the penalty provisions of California Labor Code Section 1776
14. **CALIFORNIA WAGE RATE REQUIREMENTS:** This project is a public work under Labor Code § 1720 et seq. Pursuant to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California, the Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages, and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of workers needed to perform the Work. Copies of prevailing rate of per diem wages are on file in the office of the City Engineer, 5<sup>th</sup> floor, City Hall, 411 West Ocean Boulevard, Long Beach, California 90802, and shall be made available upon request. Copies may also be obtained on the California Department of Industrial Relations website <http://www.dir.ca.gov/dlsr>. This project will be subject the **R-23-31-2-2021-1 prevailing wage** rate, as determined by the Director of the Department of Industrial Relations for the State of California. The Contractor to whom the Contract is awarded, and its subcontractors is directed to pay not less than the general rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. Contractor is required to post a copy of the determination of the director of the prevailing rate of per diem wages at each job site. Contractors are required to pay at least the California minimum wage for the basic hourly rate in all cases where the published prevailing wage rate is below the California minimum wage. Any and all employer payments required by the prevailing wage determinations must also be paid. If the California minimum wage is increased in the future to an amount above that shown in the prevailing wage determination, the basic hourly rate in that determination automatically increases to the new minimum wage.
15. **FEDERAL DAVIS BACON REQUIREMENTS :** Federal-aid Work is subject to the requirements of the Davis Bacon Act. The contractor to whom the contract is awarded must comply with the Federal Wage Decision contained in Division E of the Specifications and all record keeping requirements of the Davis Bacon Act.

The Federal Wage Rate associated with this procurement is **CA20220017MOD16**. This wage rate will be verified 10 days prior to bids due, at which time an addendum will be posted with the newly applicable rate. In the event the contract is not executed within 90 days of bid opening, it is understood that an updated rate will be applied at time of contract signing, per 29 CFR 1.6(3), at which time the contractor will be notified and provided the new rate with the copy of the fully executed contract.

16. **DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) COMPLIANCE:** This project is subject to the following: No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors are further cautioned that certified payrolls shall be submitted electronically directly to the Department of Industrial Relations.
17. **CERTIFIED PAYROLL SUBMISSION TO THE CITY OF LONG BEACH:** Pursuant to the provisions of Labor Code Section 1776, Contractor shall keep and shall cause each subcontractor performing any portion of the work under this Contract to keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or subcontractor in connection with the work. Such payroll records for Contractor and all subcontractors shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor pursuant to the provisions of Section 1776 of the Labor Code. Contractor's failure to furnish such records to City or City's authorized Labor Compliance representative in the manner provided herein for notices shall entitle City to withhold the penalty prescribed by law from progress payments due to Contractor.
18. Each contractor and every subcontractor and supplier shall be required to submit certified payrolls and labor compliance documentation electronically at the discretion of and the manner specified by the City of Long Beach. Electronic submittal will be a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor will be given a Log On identification and password to access the City of Long Beach reporting

system. The foregoing is in addition to, and not in lieu of, any other requirements or obligations established and imposed by any department of the City with regard to submission and retention of certified payroll records for Contractor and subcontractors.

19. **APPRENTICESHIP EMPLOYMENT (CONTRACTS OVER \$30,000 ONLY):** The Contractor shall comply with Section 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor and, by submitting a Bid and executing the Contract, the Contractor stipulates that it shall so comply. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. This contract is also subject to federal Davis-Bacon apprenticeship requirements. Prospective bidders should refer to the Federal Davis Bacon Contract Provisions and Related Matters (29 CFR § 5.5) in Appendix E.
20. **PENALTIES:** Contractor and subcontractors are subject to penalties, including, but not limited to, under Labor Code §§ 1775, 1776, 1777.7 and 1813, for failure to comply with Labor Code § 1720 et seq. The Contractor expressly agrees to comply with the penalty provisions of California Labor Code section 1776.
21. **PROJECT LABOR AGREEMENT (PLA):** This Work is covered by a Citywide Project Labor Agreement (PLA) entered into by the City of Long Beach with the Los Angeles/Orange Counties Building and Construction Trades Council and the signatory Craft Unions. The PLA establishes the labor relations Policies and Procedures for the City, the Contractor and subcontractors awarded contracts for the Work and for the craft persons employed by the Contractor or subcontractor while engaged in the Work.

The work covered by this Agreement shall be limited to any and all demolition, construction and rehabilitation work pursuant to prime multi-trade and specialty contracts and all subcontracts, of whatever tier, entered into by the City that exceed \$750,000 for non-street/right of way projects and \$1,000,000 for street/right of way projects. The goal of the PLA is to provide that the Work bring full employment and economic benefit to the City and its residents. With the PLA, the parties have established a framework for fair wages, hours and working conditions through which these goals may be achieved, and which will permit the utilization of the most modern, efficient and effective procedures for construction, assure a sufficient supply of skilled craft persons, and reduce or eliminate the causes of disruptions or interference with the Work.

The PLA contains a local hiring goal of 40%, calculated based on total hours worked. The local hire provision requires best efforts to utilize qualified workers residing in first tier zip codes (which include all of the City of Long Beach), then in second tier zip codes (which reflect the Gateway Cities), and finally in Los Angeles and Orange Counties. In addition, there is a provision with a goal of 10% to hire Transitional Workers and Veterans. Where Project Work is funded in full or in part by State of California Tideland funds, the term Local Resident, as used herein, shall mean an individual whose primary place residence is within the Counties of Los Angeles or Orange. The City of Long Beach will utilize a PLA Administrator who will work with the contractors, residents, Long Beach City College, Pacific Gateway, and the Trades to oversee the provisions of the Agreement.

Additionally, the general contractor will be required to hire a "Jobs Coordinator" to provide additional outreach efforts connecting Long Beach residents to job opportunities. The term Jobs Coordinator means an independent third-party individual, entity, or employee with whom the prime contractor enters into a contract or employs to facilitate implementation of the targeted hiring requirements of the PLA

This Work will provide many opportunities for local residents and local small business enterprises to participate. It is the City's policy that contractors will cooperate with all efforts of the City, the PLA Administrator, the Jobs Coordinator (if applicable), and other organizations retained by the City to encourage and assist in the participation of local residents and local small businesses in the Work.

Contractor will be required to sign a Letter of Assent to acknowledge and agree to comply with all provisions of the PLA

## 5.4 Protest Procedures

### Who May Protest

Only a Proposer who has actually submitted a proposal is eligible to protest a contract awarded through a Request for Proposals (RFP). A Proposer may not rely on the protest submitted by another Proposer but must pursue its own protest.

### Time for Protest

The City will post a notice of the intent to award a contract at least ten (10) business days before an award is made. The notice will be available to all Proposers who submitted a proposal via the City's electronic bid notification system at <http://www.longbeach.gov/purchasing>. A Proposer desiring to submit a protest for a proposal must do so within five (5) business days of the electronic notification of intent

to award. The City Purchasing Agent must receive the protest by the close of business on the fifth (5th) business day following posting of notification of intent to award the contract. Proposers are responsible for registering with the City's electronic bid notification system and maintaining an updated Contractor profile. The City is not responsible for Proposers' failure to obtain notification for any reason, including but not limited to failure to maintain updated email addresses, failure to open/read electronic messages and failure of their own computer/technology equipment. The City's RFP justification memo will be available for review by protestors once the notification of intent to award has been posted via the City's electronic bid notification system.

#### Form of Protest

The protest must be in writing and signed by the individual who signed the proposal or, if the Proposer is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. Protests must be submitted via the email address above. They must include a valid email address and phone number. Protests must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, and must refer to specific portions of the RFP and attachments upon which the protest is based. Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City requests it.

#### City Response to Protest

The City Purchasing Agent or designee will respond with a decision regarding the protest within five (5) business days of receipt of protest to the email address provided in the protest. This decision shall be final.

#### Limitation of Remedy

The procedure and time limits set forth herein are mandatory and are the Proposer's sole and exclusive remedy in the event of a protest. The Proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest, including filing a Government Code Claim or initiation of legal proceedings.

# NOTE: TEMPLATE CONTAINS ONLY SHORT-FORM INFORMATION. SHORT FORM AND LONGER RESPONSES INCLUDED BELOW TEMPLATE.

## Narrative Proposal Template

An editable version of the template below has been posted to *Long Beach Buys*. Proposers should complete the editable template and submit it as their narrative proposal.

## Organizational Capacity & Experience

PROPOSER CONTACT INFORMATION		
<b>Organization</b>	Company Name	Home Ec, Inc. DBA Connect Homes
	Company Address	304 S Broadway, Suite 320, Los Angeles, CA 90013
	Federal Tax ID Number	27-2142258
	DIR Number	PW-LR-1000992097
	Website	Connect-Homes.com
<b>Authorized Representative</b>	Name	Gordon Stott
	Title	Co-Founder
	Email Address	<a href="mailto:Gordon@connect-homes.com">Gordon@connect-homes.com</a>
	Phone Number	323 697 2386
<b>Other Point of Contact (if required)</b>	Name	Payal Gandhi
	Title	SVP Business Development
	Email Address	<a href="mailto:Payal@connect-homes.com">Payal@connect-homes.com</a>
	Phone Number	917 449 6953
PROPOSER CAPACITY & EXPERIENCE		
What type of enterprise is the organization?	<input type="checkbox"/> Non-Profit	
	<input type="checkbox"/> Sole Proprietorship	
	<input type="checkbox"/> General Partnership	
	<input checked="" type="checkbox"/> Corporation	
	<i>State and Date of incorporation:</i>	

	_____ Delaware C-Corp, incorporated January 2010_____	
	<input type="checkbox"/> Limited Liability Company	
	<input type="checkbox"/> Other	
Please describe why the organization is qualified to provide the services described in this RFP (1-2 paragraphs). Please include any relevant examples of previous comparable projects.	SEE BELOW TEMPLATE FOR REPSONSE	
Please describe the length of time the organization has been providing the services described in this RFP (1-3 sentences).	SEE BELOW TEMPLATE FOR REPSONSE	
How many employees does the organization have in total and residing in Long Beach?	SEE BELOW TEMPLATE FOR REPSONSE	
Where are the representative(s) that would service the City's account located?	SEE BELOW TEMPLATE FOR REPSONSE	
Who are the key staff involved in the project? For each, please a name, title, and resume either as an attachment or 1 paragraph description.	SEE BELOW TEMPLATE FOR REPSONSE	
<b>REFERENCES</b>		
<b>Reference 1</b>	Company	LifeMoves – Developer on Homekey Rohnert Park
	Project Manager	Elizabeth Funk, Founder and CEO
	Phone Number	██
	Project Description	16 Sleeping modules (60 doors)
	Project Start and End Dates	March-October 2022 (contract duration) July-Oct production.
<b>Reference 2</b>	Company	DignityMoves – Client on Homekey Mountain View
	Project Manager	Joe Stockwell, Board Chair
	Phone Number	██
	Project Description	22 Shelter Modules (88 doors) and Community center
	Project Start and End Dates	September 2020 – Feb 2021 production. Occupancy April 2021.

<b>Reference 3</b>	Company	XL Construction – GC Homekey Mountain View
	Project Manager	Brian Kitchen, Sr. Superintendent
	Phone Number	[REDACTED]
	Project Description	22 Shelter Modules (88 doors) and Community center
	Project Start and End Dates	September 2020 – Feb 2021 production. Occupancy April 2021.
<b>Reference 4</b>	Company	City of Victorville – Victorville Homekey Client
	Project Manager	Scott Webb, City Planner
	Phone Number	[REDACTED]
	Project Description	46 Shelter Modules (170 Beds) 26 Community Modules
	Project Start and End Dates	March 2022 – Ongoing (all Housing units delivered to storage.)
<b>Reference 5</b>	Company	The Thacher School
	Project Manager	Ed Bennett, Director of Facilities
	Phone Number	[REDACTED]
	Project Description	5 Shelter Modules (15 doors) for Student Housing in Pandemic
	Project Start and End Dates	August-September 2022

<b>SUB-CONTRACTOR CONTACT INFORMATION</b>		
Does the proposal include subcontractors?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>If applicable, provide the following for all subcontractors included in this proposal.</b>		
<b>Organization</b>	Company Name	T & T Truck and Crane Service
	Company Address	1375 N Olive St Ste A, Ventura, CA 93001
<b>Authorized Representative</b>	Name	Mark Marquez
	Title	Sales & Estimating
	Email Address	mmarquez@truckandcrane.com
	Phone Number	805-861-8869
<b>Other Point of Contact (if required)</b>	Name	N/A
	Title	
	Email Address	
	Phone Number	
<b>SUBCONTRACTOR CAPACITY &amp; EXPERIENCE</b>		
What type of enterprise is the organization?	<input type="checkbox"/> Non-Profit <input checked="" type="checkbox"/> Sole Proprietorship	



	<input type="checkbox"/> General Partnership
	<input type="checkbox"/> Corporation <i>State and Date of incorporation:</i> _____
	<input type="checkbox"/> Limited Liability Company
	<input type="checkbox"/> _____ Other
Which specific requirements of this RFP will the subcontractor perform?	SEE BELOW TEMPLATE FOR REPSONSE
Is the subcontractor registered with the California Department of Industrial Relations? If yes, provide registration number.	SEE BELOW TEMPLATE FOR REPSONSE
Please describe why the organization is qualified to provide the services described in this RFP (1-2 paragraphs).	SEE BELOW TEMPLATE FOR REPSONSE
Please describe the length of time the organization has been providing the services described in this RFP (1-3 sentences).	SEE BELOW TEMPLATE FOR REPSONSE
How many employees does the organization have nationally, locally, and residing in Long Beach?	SEE BELOW TEMPLATE FOR REPSONSE
Where are the representative(s) that would service the City's account located?	SEE BELOW TEMPLATE FOR REPSONSE
Who are the key staff involved in the project? For each, please a name, title, and resume either as an attachment or 1 paragraph description.	SEE BELOW TEMPLATE FOR REPSONSE

Method of Approach

1. Describe your proposed shelter unit design and demonstrate its ability to meet the minimum qualifications listed in Section 2.1. This could be in narrative or table form.
SEE BELOW TEMPLATE FOR REPSONSE
2. Describe how your proposed shelter unit design meets any desirable qualifications listed in Section 2.1. This could be in narrative or table form.
SEE BELOW TEMPLATE FOR REPSONSE

3. Describe the proposed timeline with key milestones for delivering shelter units to the City, including design, manufacture, and delivery times.

SEE BELOW TEMPLATE FOR REPSONSE

#### Communications & Reporting

1. Describe how your organization will collaborate with the City to develop shelter units appropriate and effective for the specific location and use-case.

SEE BELOW TEMPLATE FOR REPSONSE

2. The City requires that the Awarded Contractor provide proof of payment of any subcontractors used for this project. If the proposal includes subcontractors, please describe the plan for how the City will be notified of such payments.

SEE BELOW TEMPLATE FOR REPSONSE



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## Modular Non-Congregate Shelter Units | RFP HE-22-158

**Long Beach Multi-Service Center (MSC)**  
1301 W 12th Street, Long Beach, CA 90813

Date: 11.23.22

Submitted To:  
Tommy Ryan  
rfppurchasing@longbeach.gov

Submitted By:  
Connect Homes  
304 S Broadway  
Suite 320  
Los Angeles, CA 90013

## Organizational Capacity & Experience Proposer Contact Information

### Organization

Company Name: Home Ec, Inc. DBA Connect Homes  
Company Address: 304 S Broadway, Suite 320, Los Angeles, CA 90013  
Federal Tax ID Number: 27-2142258  
DIR Number: PW-LR-1000992097  
Website: Connect-Homes.com

### Authorized Representative

Name: Gordon Stott  
Title: Co-Founder  
Email Address: [Gordon@connect-homes.com](mailto:Gordon@connect-homes.com)  
Phone Number: 323 697 2386

### Other Point of Contact

Name: Payal Gandhi  
Title: SVP Business Development  
Email Address: [Payal@connect-homes.com](mailto:Payal@connect-homes.com)  
Phone Number: 917 449 6953

## Proposer Capacity & Experience

### What type of enterprise is the organization:

Corporation (Delaware C-Corp, incorporated January 2010)

**Please describe why the organization is qualified to provide the services described in this RFP (1-2 paragraphs).  
Please include any relevant examples of previous comparable projects.**

*Note for referencing attachments in document: [Callouts are made in brackets]. Fig. (figures) are found in reference document **MSC\_Figures.pdf** unless otherwise specified.*

Connect Homes is a vertically integrated California-based prefab company that designs, manufactures, transports, and installs modern, green, award-winning single-family homes and homeless housing solutions at a fraction of the time and cost compared to traditional construction methods. Connect Homes launched in late 2012 and delivered



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its first single family home in 2013, making the cover of *Dwell Magazine* in 2014 with the caption “Modern for All” [Fig.01]. Since then, Connect Homes has delivered nearly 700 mods and counting. This equates to 100 modular prefab homes and 89 Shelter modules or more than 200,000 square feet of housing across California (with some projects as far away as Connecticut). At the start of the COVID Pandemic, Connect saw a way to combine an immediate need for non-congregate homeless housing solutions with a unique prefab skillset that delivers permanent structures 100% complete from their SoCal assembly line. The result is a beautiful, affordable, robust (steel-framed) rapid-deploy interim or permanent supportive housing system called Connect Shelters [See attached [Connect\\_Shelters\\_Homekey\\_Brochure.pdf](#)]. Connect Shelters share the same design philosophies, materials, systems, and assemblies as Connect’s high-end single-family homes [Fig.02]. This is a mission driven initiative; good design can – and should – serve all. Further, Connect Shelters are uniquely adapted for the rigors of this use-case and feature Plug-and-play design – namely an exterior-accessed mechanical room that ships with a pre-charged heat pump condenser – enabling nearly immediate occupancy [Fig.03].

Connect has more modular Homekey experience than anyone else in the prefab industry, having been lead provider in several projects in both rounds of Homekey. With these projects, Connect Homes has developed deep experience working with cross-functional AEC teams, municipalities, and non-profit operators in the pursuit of aggressive Homekey deadlines. Connect’s first Homekey Project was a Round 1 project in Mountain View [Figs.04-08]. Connect delivered 88 out of 112 beds to the project (22 Shelter 4 modules), along with a two-module community center. Connect signed a purchase order in September ‘20 and delivered half the project to an off-site storage area ahead of Christmas ‘20, with the balance of the project coming in early January ‘21. Because of Connect’s rapid production, Mountain View was able to turn a former car storage facility into housing for 120 in 6 months [Video link, Fig.09]. The project has now been open for over a year and a half and recently won the prestigious ULI Award for Excellence (only 10 are given out in the Americas). Connect’s second Homekey Project - part of Homekey Round 2 – was installed in Rohnert Park on October 5<sup>th</sup> [Figs.10-18]. Ribbon cutting was two and a half weeks later (October 23<sup>rd</sup>), and full, 60-bed occupancy happened the following day. Homekey Rohnert Park took 3.5 months from production/construction start through move-in and was only the second Homekey Round Project to go online in all of California. Connect’s third and largest Homekey Project is also part of Homekey Round 2 – Homekey Victorville [Figs.19-25]. Victorville was initially awarded \$20 million in Homekey funds in the Fall of 2020 as part of Homekey Round 1. The original manufacturer Victorville picked could not produce a project of this scale within the time constraints of Homekey. So Victorville could not utilize Homekey Round 1 funds and had to reapply for Homekey Round 2 in 2021, having established Connect as provider. The Victorville campus features 46 Shelter Modules, providing 110 rooms (170 beds) and 26 modules to provide onsite OSPD Clinic, Cafeteria, Wellness Center, and Recuperative Center. The original contract was signed in March 2022—with nearly all the sleeping modules being delivered to offsite storage by August of 2022. Connect has produced all the sleeping modules for the project and is currently manufacturing the custom community buildings. Simply put, Connect Shelters are the best-built products in this space and leverage an industry-leading assembly line and Homekey experience to meet the unique design objectives, budgets and compressed timelines of Homekey clients.

**Please describe the length of time the organization has been providing the services described in this RFP (1-3 sentences).**

Connect Homes has been building modular prefab since 2013 and built its first Shelter project (like those described in this RFP) in August of 2020. These were five Shelter 3 modules with ensuite bathrooms to house students during the pandemic at the Thacher School, a boarding school in Ojai, CA [Fig.26]. Connect’s first Homekey Project



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(Mountain View) went on the assembly line in September of 2020 [Figs.04-08]. Homekey Mountain View has been occupied since April 2021. Connect has been building Shelter units for about two and a half years, with their first Homekey Round 1 project open and operational for about 18 months.

**How many employees does the organization have in total and residing in Long Beach?**

Connect Homes has 112 full-time employees. Nearly all of these live in SoCal. Our lead Construction Project Manager, Michael Chang, who is the point of contact on projects post-delivery, lives in Long Beach.

**Where are the representative(s) that would service the City's account located?**

Connect Homes' factory is in San Bernardino and is also where the Installation and Warranty departments are based out of. Michael Chang, who would be the project's Construction Project Manager is a local resident of Long Beach and would be a primary point person for the City once the modules are delivered. Additional staff in planning and design team are based in the company's headquarters in downtown Los Angeles and surrounding areas.

**Who are the key staff involved in the project? For each, please a name, title, and resume either as an attachment or 1 paragraph description.**

The Connect Homes team is uniquely qualified and experienced to design, develop, manufacture and install nearly any type of prefab structure. The Connect Homes team is made up of some of the most experienced manufacturers, modular architects, supply chain professionals and construction operations leaders working in the industry today.

As a company of over 110, Connect is large enough to take on projects of significant size and complexity. The Project Team for the Long Beach Multi-Service Center project includes but is not limited to:

**Gordon Stott**, a company Co-Founder and the coordinator for Shelter Projects, is a licensed architect in multiple states. He has over 18 years of experience in the prefab space. Gordon has overseen completion of dozens of prefab projects of various sizes and has been integral in helping adapt Connect Homes' prefab platform to a Homeless Housing typology. Gordon has a Masters in Architecture from the Graduate School of Design at Harvard.

**Allison van Heugten** Senior Project Manager at Connect Homes with over eight years of experience in design and construction for medical, commercial, residential, hospitality, and government projects. Her focus is to provide thoughtful spaces to enhance the wellbeing of everyday life. Allison will be Project Manager on this project.

**Richard Lee** is Projects Director for the Commercial and Developer market sector at Connect Homes and will provide support/oversight to the Project Manager for this project. Richard is a licensed architect, general contractor, and developer with over 15 years of experience designing, permitting, and constructing a wide range of project types from an ADU, campuses, and master planning with a combined value of \$500M+ of built work. Several projects were awarded AIA, ULI, BC+D Network recognition. Prior to Connect Homes, Richard was a Project Architect at Gensler, the #1 ranked architecture firm in the world. Before Gensler, he designed residential planned unit developments and custom homes throughout Southern California. At Connect Homes, Richard leads clients through total project vision, collaborating with state and local municipalities to streamline the permitting process, reducing permitting timeline variables. Richard finds passion in capturing the efficiencies in a vertically integrated



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company and leveraging it for the built world. He excels in program planning, design, feasibility studies, code analysis, QA/QC, construction administration, and cost negotiations. His versatility allows him to lead teams and function in various capacities.

**Jared Levy**, Co-founder and Chief Product Officer. Jared is a licensed architect and general contractor with over 25 years of experience in the field. Through his work launching Connect Homes and previously Marmol Radziner Prefab, Jared is one of the most experienced practitioners in the prefab industry, having completed over 120 prefab housing projects. He pioneered the modern prefab movement while at Marmol Radziner Prefab, a prefab company he helped launch in 2004 and whose homes received worldwide press, including the first prefab homes ever to be featured in *Architectural Digest* and *GQ* magazines. At Connect Homes, Jared has developed a prefab system that solves for longstanding industry issues and creates a truly industrialized system capable of disrupting the homebuilding industry by delivering to national housing markets from a single factory assembly line. Jared believes that living in modern green smart homes can be transformational and can lead to healthier living.

**Tony Montoya** is VP of Manufacturing at Connect Homes with over 28 years of experience in manufacturing, the first 5 years with Fleetwood Enterprises as a designer in the production facility and the last 23 years in the Aerospace sector leading teams on development to production projects/programs and products. Prior to joining Connect Homes, Tony spent the last 5 years of his career leading the manufacturing organization as the Senior Director of Manufacturing for Virgin Galactic's Spaceship Program.

**R. Derrick Morris** is VP of Construction Operations/RMO at Connect Homes. A construction management graduate of Georgia Southern University, Derrick brings over 30 years of construction management and operations experience to the team, having led building organizations across all 50 states and twenty countries. His portfolio includes the leadership of development and construction of over 12,000 homes and homesites, ranging from scattered single-family homes to master planned communities at all price ranges.

**Greg Leung** is Chief Executive Officer of Connect Homes. Greg previously served as Chief Operating Officer of Otto LLC, the smart home company that brought to market an award-winning keyless deadbolt. As Senior Director at Apple, Greg led worldwide Supply Chain strategy and management during the company's period of exponential growth and oversaw the launches of dozens of new products, customers, and countries. Greg also advised numerous technology companies disrupting their respective industries. He holds a bachelor's degree in Science, Technology and Society with Distinction from Stanford University.

**Payal Gandhi** is SVP of Business Development at Connect Homes and will oversee contract negotiation and facilitate budget reviews for the project. She has extensive experience in business development, product marketing, investment management and strategic finance with a track record of delivering successful projects for global companies and institutional investors. Most recently she led Development at Starcity, bringing affordable-by-design housing to market. Prior to this, she was VP of Real Estate at Mighty Buildings, driving its mission to disrupt the construction industry with new materials, automation and 3D printing. She spent over a decade focused on growing the footprint of big brands in the hospitality industry in various investment and development roles, notably at Kimpton Hotels & Restaurants and Starwood Hotels & Resorts Worldwide, Inc. Payal co-founded and built two early-stage startups focused on creating unique hospitality experiences and integrated smart home technology. Payal started her career in the financial services industry in Corporate Development & Strategy and Equity Research roles working at J.P. Morgan and Lehman Brothers, respectively. She earned a BA in Economics from Northwestern University, an MBA from The Wharton School and is a CFA Charterholder.



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**Michael Chang** is lead Construction Manager at Connect Homes with over 10 years of experience in Architecture and Construction Management for Multi-Family Housing, Affordable Housing, Single Family, Commercial, Tenant-Improvement, and Government projects. His goals are to provide inspiring Architecture and deliver projects within budget and on schedule.

## REFERENCES

### Reference 1

Company: LifeMoves – Developer on Homekey Rohnert Park  
Project Manager: Elizabeth Funk, Founder and CEO  
Phone Number: [REDACTED]  
Project Description: 16 Sleeping modules (60 doors)  
Project Start and End Dates: March-October 2022 (contract duration) July-Oct production.

### Reference 2

Company: DignityMoves – Client on Homekey Mountain View  
Project Manager: Joe Stockwell, Board Chair  
Phone Number: [REDACTED]  
Project Description: 22 Shelter Modules (88 doors) and Community center  
Project Start and End Dates: September 2020 – Feb 2021 production. Occupancy April 2021.

### Reference 3

Company: XL Construction – GC Homekey Mountain View  
Project Manager: Brian Kitchen, Sr. Superintendent  
Phone Number: [REDACTED]  
Project Description: 22 Shelter Modules (88 doors) and Community center  
Project Start and End Dates: September 2020 – Feb 2021 production. Occupancy April 2021.

### Reference 4

Company: City of Victorville – Victorville Homekey Client  
Project Manager: Scott Webb, City Planner  
Phone Number: [REDACTED]  
Project Description: 46 Shelter Modules (170 Beds) 26 Community Modules  
Project Start and End Dates: March 2022 – Ongoing (all Housing units delivered to storage.)

### Reference 5

Company: The Thacher School  
Project Manager: Ed Bennett, Director of Facilities  
Phone Number: [REDACTED]  
Project Description: 5 Shelter Modules (15 doors) for Student Housing in Pandemic  
Project Start and End Dates: August-September 2022

## SUB-CONTRACTOR CONTACT INFORMATION

Does the proposal include subcontractors?



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Yes

## Organization

Company Name: T & T Truck and Crane Service  
Company Address: 1375 N Olive St Ste A, Ventura, CA 93001

## Authorized Representative

Name: Mark Marquez  
Title: Sales & Estimating  
Email Address: mmarquez@truckandcrane.com  
Phone Number: 805-861-8869

## Other Point of Contact

Name: N/A  
Title:  
Email Address:  
Phone Number:

## SUB-CONTRACTOR CAPACITY & EXPERIENCE

### What type of enterprise is the organization:

Sole Proprietorship

### Which specific requirements of this RFP will the subcontractor perform?

T&T Truck and Crane Service will pick up 11 Shelter Modules and 8 prefab deck platforms at the Connect Homes factory in San Bernardino and drive them to Long Beach and crane prefab structures onto the foundations. **[See MSC\_Scopes.pdf]**

### Is the subcontractor registered with the California Department of Industrial Relations? If yes, provide registration number.

Yes, DIR #1000016362

### Please describe why the organization is qualified to provide the services described in this RFP (1-2 paragraphs).

T & T Truck and Crane Service is a primary service-related transportation of Oversized Loads as well as a Hoisting service with a vast array of implements in inventory to handle a broad range of industries.

### Please describe the length of time the organization has been providing the services described in this RFP (1-3 sentences).

T & T Truck and Crane has been conducting its Model of Services for over 50 Years and is recognized by the following entities:

International Union of Operating Engineers





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Western States Conference of Teamsters  
U.S. Department of Defense  
Ca. Public Utilities Commission  
3rd Space Wing Vandenburg  
Northrum Grumman  
Space X

**How many employees does the organization have nationally, locally, and residing in Long Beach?**  
97

**Where are the representative(s) that would service the City's account located?**  
Long Beach, CA.

**Who are the key staff involved in the project? For each, please a name, title, and a short resume**  
Mark Marquez (Sales & Estimating)

## Method of Approach

1. Describe your proposed shelter unit design and demonstrate its ability to meet the minimum qualifications listed in Section 2.1. This could be in narrative or table form.

**Note:** [Please reference MSC\_Design.pdf for proposed plan].

## Site Design

Connect Homes' proposed site design [Page 1, MSC\_Design.pdf] for the Long Beach Multi-Service Center (MSC) closely resembles what has been provided as Scheme 2 in issued Addendum 1 RFP HE-22-158. Connect proposes 9 three bed units, each with ensuite bathrooms, at a width of 9' x 40' (extra foot required to accommodate toilet clearances) and 2 two bed units, each with ensuite ADA bathrooms, at a width of 10' x 40' (to accommodate ADA bathrooms. This makes for one fewer module than Scheme 2, for a total of 31 doors (beds) on site. A collection of 10' wide (prefab) decks provide project circulation. This also means that the only project elements that don't arrive complete from the factory, prefabbed, are the foundations, ramps, stairs, site security, site furniture, and landscaping [See MSC\_Scopes.pdf]

While the individual sleeping units with ensuite bathrooms provide dignified privacy, the outdoor decks become communal meeting areas where people can gather in the light and air. Glass in the doors of the sleeping units, as well as large operable windows connect the private and public spaces. (Window shades can be specified to modulate control privacy.) At projects with similar site layout (ULI winning Homekey Mountain View, for example [Fig. 27]), it's been observed how much people like to gather on benches or other pieces of furniture placed on decks like these. And furniture is recommended here. Entry can happen either from the East (as shown) or the South. The back-to-back 9'x40' three bedroom sleeping units with ensuite bathrooms (Model name: **Shelter 3 w/bath** [Pages 2-5, MSC\_Design.pdf]) provide density of units, allowing for open space elsewhere on site. One of these modules is placed on the Eastern edge of the site, and two single-loaded units line the Southern edge. Because these units are not placed back-to-back, glass that is close to floor-to-ceiling is provided on both sides of these units. This makes the units feel larger and provides friendlier/more approachable façade as users approach either from the South or the East – which is also where potentially landscaped areas are.



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Two slightly larger, 10' wide sleeping modules – each with two bedroom/living areas and ensuite ADA bathrooms – line the West side of the site. (Model name: **Shelter 2 Efficiency [Page 6-9, MSC\_Design.pdf]**). These units provide more room for couples, small families, and people with mobility issues.

The modular units are bolted or welded to steel plates that are embedded in a raised perimeter stem wall (or anchored on raised piers). Either way, a dry crawl space is created under the modules to service plumbing and other utility connections. Because the modules are structurally steel frames, each module only needs to be supported at its corners and once at midspan, making limited foundations possible. The prefab decks sit on a combination of raised stem walls and piers to provide the most efficient site design possible. At the end of each modular unit is a mechanical room with optional lockable perforated doors. The inclusion of the onboarded mechanical room consolidates connection points, radically reduces the amount of site work, and accelerates what work is done on site by allowing for modules to be delivered with pre-charged heat pump condensers and allow for systems to be serviced without disturbing occupants **[Fig.03]**.

There is ample space for landscaping to the East and Southern sides of the site, as well as for large potted plants and site furniture sitting on the wide circulation decks. The wide decks also allow access for fire safety.

## Shelter Module Design

The design, materials, and assemblies of Connect Shelters emerge from the same prefab platform that creates Connect's award-winning line of modern, green single-family homes. In fact, for purposes of increased durability and ease of maintenance, the Shelter specification is in several ways superior to Connect's high-end home specification. Like Connect Homes, Connect Shelters are built with an all-steel moment frame for durability and reusability and designed provide 75+ years of service **[Fig.28]**. Connect's steel frame is far stronger than wood-framed counterparts and means that modules can be fully finished in the factory without cracking or distorting in transit **[Note completed module being supported only on ends, showing no bending, Fig.18]**. And if needed, steel frame modules make Connect Shelter relocation at any time very straightforward. Connect Shelters use the same commercial-grade thermally-broken aluminum, dual pane, low-e window system **[Fig.29]** and the same high-end commercial Fujitsu heat pump system that Connect's single family homes use. (In the case of Connect Homes, fan coil units are concealed in the walls. With Connect Shelters, fan coil units are ceiling-concealed **[Fig.29]**.) And the exterior flame-resistant cement board Shelter siding is only offered as a siding on top-of-the-line custom Connect Homes such as the Mar Vista Connect Home – a home that won SF Design Weeks' top Architecture Prize in 2021 or the Menlo Park Connect Home **[Fig.30]**. This finish material is very clean, hardwearing, and its visual appearance can be easily customized to best achieve the architect's and community's vision.

## Shelter 3 Design [Pages 2-5, MSC\_Design.pdf]

The 9'x40' Shelter 3 has three sleeping units, each with an ensuite bathroom. This design provides a dignified living/sleeping space with the added comfort/convenience of ensuite bathroom. The first Shelter 3 was built in the early part of the Summer of 2020, and this unit resides outdoors at the Connect factory. It has been relocated multiple times and taken up to the San Mateo County Courthouse and back. This original prototype is two and a half years old, and it still looks brand new **[Fig.31]**. When people visit this unit, they often say the sleeping rooms and ensuite bathrooms compare favorably to their college dorm room. The increased one foot of width of the MSC Shelter 3 from the original prototype module (a requirement to satisfy toilet clearances at the MSC) will make a huge impact in the overall livability of the unit and will feel much larger than container-based solutions.



## **Shelter 2 Efficiency [Page 6-9, MSC\_Design.pdf. Also see Renderings Figs.32-33]).**

The 10'x40' Shelter 2 Efficiency has two sleeping/living units, each with an ensuite ADA bathroom. It is a very wide, livable module, with plenty of space for furniture, a queen bed, as well as a storage closet. There is room for a kitchenette (not included on MSC project) – but the unit's generous size makes it a real tiny home. There are many ways to furnish the unit so it makes a real home.

## **Shelter Features [See MSC\_Shelter\_Features.pdf, MSC\_Shelter\_Specbook.pdf, MSC\_Shelter\_Fit\_Out.pdf for sample specifications]**

Connect Shelters are loaded with modern, green building specifications that have been tuned by the demands of Homekey. Even the standard spec is full featured.

- The Shelter 3 Sleeping Room fits a Twin XL bed
- The Shelter 2 Efficiency fits a Queen Bed
- Storage can either be provided under one of our optional bed platforms **[Fig.06]** or in the form of a free-standing bureau **[Fig.12, not included]**. Shelter 2 Efficiency fits a Queen Bed comes with a closed
- Shelter 2 Efficiency ADA modules additionally include:
  - o Barrier Free Design
  - o Roll in Shower
  - o Accessible Grab bars

### All Shelters include:

- Operable windows are lockable from the inside and are commercial-grade thermally-broken aluminum, dual pane, owE systems **[Pages 6-8, MSC\_Shelter\_Specbook.pdf]**. These are the same types of windows that go in tall apartment buildings and can handle dynamic force loads.
  - o Aluminum window package with no plastic on the outside or inside of the frames. They are seriously durable.
- Ventilation is provided by operable window as well as an always-on ventilation fan that protects against unforeseen in-room humidity issues.
- LowE Glass Entry Doors (LowE) **[Page 9, MSC\_Shelter\_Specbook.pdf]**.
- Keyed/Keyless electronic locs with three level of user authority. **[Page 10, MSC\_Shelter\_Specbook.pdf]**.
- Units are fully insulated per CalGreen Title 24 Energy Code Requirements. The interior walls between units are also insulated, making the sleeping units very quiet.
  - o Exterior wall R-22
  - o Roof insulation R-40 minimum, R-50 Maximum at ridgeline.
  - o Interior walls R-13
  - o Floor Insulation R-30
  - o All insulation is installed per Quality Insulation Installation (QII) requirements.
- Each sleeping unit is equipped with a ceiling-recessed (concealed) fan coil unit that is powered by an exterior heat pump condenser that is delivered installed and charged in the exterior accessed mechanical room area. **[Fig.29, and Page 33-34, MSC\_Shelter\_Specbook.pdf]**.
- Heating and cooling is controlled by either in-unit, wall mounted controller or an optional central controller (installed in the mechanical room or externally accessed). The units can also be controlled using both in-room and remote controls, with override capabilities provided by the central controller. **[Fig.29, and Page 34, MSC\_Shelter\_Specbook.pdf]**.



- Every sleeping unit includes a sink, toilet, and shower that is plumbed to attach to site plumbing lines.
- Floor drains will be placed in the center of the bathroom and shower.
- Each sleeping unit comes with a minimum two recessed, dimmable LED lights. **[Page 20, MSC\_Shelter\_Specbook.pdf]**.
- Every wall in the sleeping room comes with code-required electrical receptacles.
- Bathrooms come with code-required electrical receptacles.
- Every module comes with a minimum 100A electrical panel.
- Each unit comes equipped with sturdy plumbing fixtures and accessories that can be upgraded to vandal resistant as needed.
- Every unit has code-required fire sprinkler system, fire bell, and smoke detectors.
- Walls of the sleeping units come with easily wipeable Fiber Reinforced Plastic (FRP) board on the walls **[Pages 15-17, MSC\_Shelter\_Specbook.pdf]**.
- Flooring is either marmoleum click-lock panels (naturally anti-microbial) or hard-wearing commercial-grade vinyl planks with hard wood visuals **[Pages 14-16, MSC\_Shelter\_Specbook.pdf]**.
- Waste receptacles can be placed as small waste bins inside the rooms (not included).
- There are Ceiling Mounted Combination Exhaust Fans in bathrooms
- There are Ceiling Mounted Flat Concealed Residential Fire Suppression Sprinkler Heads in the units.
- Units some with Smoke Detectors
- Fire Sprinkler Manifold, Electrical Subpanel, Condenser, and Water Heater all provided within a single exterior-access utility room for convenient maintenance. **[Fig.03]**

**2. Describe how your proposed shelter unit design meets any desirable qualifications listed in Section 2.1. This could be in narrative or table form.**

- Every Module ships 100% complete from the factory, including gutters and downspouts and functional heat pump.
- Fire-resistive fiber cement siding panels allow for a sleek, clean, modern, and easily-customizable exterior appearance **[Pages 3-4, MSC\_Shelter\_Specbook.pdf]**
- Floor to ceiling glass (where applied) makes interior space of Shelters feel much larger.
- All materials have been chosen for their sturdiness, durability, and ease of maintenance
- The basis of the Connect Shelter System is the Connect Homes Structural Steel Moment Frame, using North-American sourced 94% recycled heavy gauge steel **[Fig.28]**. This steel frame means that the modules can be delivered 100% complete, without cracking or compromising the finishes – and later even relocated, as needed. Steel frame makes modules very easy for crane to pick.
- Modules are designed with ease of transport in mind **[Fig.34]**.
- The exterior-accessed mechanical room at the end of each module means that maintenance work on the Shelter systems (Heat Pump, Electrical Panel, Low Voltage, Fire Sprinkler Manifold, Hot Water Heater) can be done largely without disturbing occupants.
- The exterior-accessed mechanical room provides a lot of flexibility for the customization of Mechanical, electrical, plumbing (MEP), and low voltage systems. WiFi can be additionally installed in these areas, as needed.
- Lockable perforated Metal Mechanical Room Doors **[Page 11, MSC\_Shelter\_Specbook.pdf]** provide building system security.
- Connect Shelters leverages the unparalleled efficiency of Connect’s industry-leading assembly line production. Connect has measured their assembly line production and it achieves 60% less waste (by dumpster volume) than traditional construction.



# CONNECT HOMES

hello@connect-homes.com  
(888) 959-2261  
connect-homes.com

304 S Broadway  
Suite 320  
Los Angeles CA 90013

- Cool roof reflects up to 90% of heat
- Units have all Zero VOC paints and primers and Low VOC sealants
- Units have Ultra-low flow plumbing fixtures
- Standard stick-framing is used for walls to allow for easy repairs or renovation as needed.
- The modules are designed to be installed over a crawlspace (providing a plenum below). This can be achieved either with a perimeter stem wall or piers. Either way, the units only need to be supported at the corners and once at midspan – for a total of 6 supports. This allows minimal foundations.
- There is a standard one-year warranty on all workmanship, with increased warranty for certain systems and items per California GC requirements. Optional extended warranty packages are also available.
- Connect has deployed Shelter units in both Homekey Round 1 and Homekey Round 2 projects. Homekey Rohnert Park (Labath Landing) was only the second Homekey Round 2 project to come online in California – for either hotel/motel conversions or ground up construction. (16 Shelter 4 Modules took 14 weeks from the start of factory production to move-in.)
- All Connect Shelters are Cetrified by the State of California Housing & Community Development (HCD) as residential sleeping units and are approved based on the California Residential Code for permanent installation. Once installed, they are no different than any other permanent residence in California.
- Transparent manufacturing process – see attached for weekly report sent to Shelter clients when modules are in factory [Figs. 14-17 and Figs. 21-25].
- **Because the decks are also prefabbed, essentially 98% of the MSC project is built in a factory.**

## Timeline

3. Describe the proposed timeline with key milestones for delivering shelter units to the City, including design, manufacture, and delivery times.

[Note: See attached [MSC\\_Timeline.pdf](#)]. The production and installation timeline for the Long Beach Multi-Service Center (MSC) means that a “move-in” date of July 31, 2023, is aggressive but achievable. According to the timeline, Connect will need to start work the first of the year (January 2, 2023).

- Connect Homes needs 4 weeks to finalize design with the Architect of Record and produce engineering drawings and State Approval drawings for the Factory Built Modular Units.
- Connect needs three weeks to obtain State Approval (assuming expedited approval and one round of comments)
- At this point, the Architect of Record will prepare and submit a local drawing package, along with the State Approved package for the Factory Built Modular Units. It’s assumed that because of streamlined Homekey local approval processes, this will not be a critical path item.
- With the finalized design, Connect will start the process of fabrication drawings and long lead procurement. The pandemic has affected some of Connect’s suppliers and some items are taking as long as 12 weeks to obtain.
- Once the design is finalized, site foundation and utility work will start by the local GC and have 18 weeks to complete before modules show up. [Note, see [MSC\\_Scopes.pdf](#) for detailed break-out of Local GC scope, pre-delivery]



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- Modules and decks will hit the production line in mid-March and take 6 weeks to complete. Note that during this period, Long Beach will be given weekly production updates, showing assembly line progress [Figs. 14-17 and Figs. 21-25].
- Connect will coordinate with T&T Truck and Crane Service (subcontractor) for delivery of modules and decking at the beginning of July.
- Setting the modules by T&T Truck and Crane Service (subcontractor) is likely to take 2-3 days.
- Connect is budgeting 4 weeks for the hook-up, commissioning, and testing of modules after delivery. [Note, see MSC\_Scopes.pdf for detailed break-out of Local GC scope, post-delivery]

## Communications & Reporting

**Describe how your organization will collaborate with the City to develop shelter units appropriate and effective for the specific location and use-case.**

Upon kickoff of the project, Connect Homes will fully assess the site and programmatic requirements of the project in collaboration with the City to determine the appropriate design and configuration of the Shelter units to meet the City's housing needs with the appropriate solution. This thorough assessment will ensure proper alignment early on to avoid any potential disconnects that could arise down the line. The Connect Homes team will set up a regular cadence of meetings with the appropriate stakeholders across organizations to address all Design Review considerations and Project Management objectives. Site conditions will be evaluated, and the appropriate mitigation plans will be determined to address any potential issues that may arise. Connect Homes will advise on the configuration of units and site plan to optimize the end user experience and deliver operational efficiencies and maintenance of the units upon opening.

**The City requires that the Awarded Contractor provide proof of payment of any subcontractors used for this project. If the proposal includes subcontractors, please describe the plan for how the City will be notified of such payments.**

Connect Homes shall make payments to any hired subcontractors within ten (10) days after receipt by Connect Homes of payment from the City for the work of the subcontractor invoiced per negotiated and agreed upon payment schedule (or to be determined period as required by the City or law, whichever more onerous). Receipt of payment will be tracked by Connect Homes' billing and accounting system (NetSuite) and confirmation of payment processing and clearance by Connect Homes banking institution (Silicon Valley Bank) with immediate notifications set up to be sent directly to the City.

Note should the City prefer, Connect Homes can present an Alternative Option to the Baseline Proposal detailed above for the City to purchase units directly from Connect Homes as FOB, acceptable as fully built from our loading dock. Given installation of these modules is has proven in past projects to be seamless and straightforward, and with the modules arriving 100% complete from the factory, with the only requirements remaining to crane and set modules into place and hook up to site utilities. In this case, the City would maintain control of everything on site and Connect Homes would provide consultancy services to assure smooth and on-time execution. The project budget would be modified to exclude subcontractor services line.

November 17, 2022

**NOTICE TO PROPOSERS**  
ADDENDUM NO. 2: Q&A

**RFP No. HE-22-158 Modular Non-Congregate Shelter Units**

**This addendum changes and supersedes the language in the original RFP.** Please acknowledge receipt of this addendum by signing and submitting with your proposal. Any proposer who fails to submit this addendum may be disqualified.

The City would like to remind Proposers that pursuant to Section 4.2 of the RFP, the City will not be responsible for or bound by (1) any oral communication or (2) any other information or contact that occurs outside the official communication process specified in the RFP, unless confirmed in writing by the City Contact or Alternate City Contact.

**The City would like to make the following updates:**

- See revised Answer to Question #2 (below) in the previous Addendum #1.

**The questions and answers are as follows:**

1. Q: can you provide a description of the construction management services work that Psomas is providing so that we can adjust our construction duties accordingly?

A: Psomas has an on-call to provide construction management services for the City of Long Beach. Once the project reaches the construction phase for either the shelters or the sitework, the Psomas Construction Manager will be responsible for managing the day to day activities with the modular and sitework contractors to deliver the project for the City. They will coordinate as needed with assigned PMs/Superintendents from the modular and sitework contractors.

2. Q: Can we build panelized housing units?

A: The City is open to panelized housing options, as long as the proposed design meets the required specifications and the product is able to be delivered, assembled, and installed within the required timeframe.

PREPARED BY: Tommy Ryan, Administrative Analyst III

ACKNOWLEDGED BY: Connect Homes

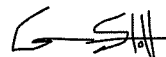
\_\_\_\_\_  
Company Name

Gordon Stott

\_\_\_\_\_  
Co-Founder

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title



\_\_\_\_\_  
11/23/22

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Attachment A: Authorization & Certification

I certify that:

- i. I am authorized to submit this Request for Proposals on behalf of the organization above.
- ii. I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Any exceptions to the terms and conditions that will be requested have been documented in the table below, Exceptions to Terms & Conditions.
- iii. The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.
- iv. This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham proposal and the Proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other Proposer.
- v. In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

Furthermore, as a current or potential Contractor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- i. Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- ii. Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- iii. Do not presently have a proposed debarment proceeding pending;
- iv. Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- v. Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- vi. If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.
- vii. Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

Name	Signature	Date



Exceptions to Terms & Conditions

**EXCEPTIONS TO TERMS AND CONDITIONS (IF APPLICABLE)**

*Exceptions to terms and conditions are uncommon, and Proposers are not encouraged to take exception to terms and conditions. However, in the event there are terms that should be reviewed as part of potential negotiation of a final contract, they should be listed here. The City of Long Beach has no obligation to accept any exceptions to terms and conditions. Any award is contingent upon the successful negotiation of final contract terms. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP.*

Term & Condition Number	Explanation of Objection

**Attachment B**

**Equal Benefits Ordinance (EBO)**

## EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, membership and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used is where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

### The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

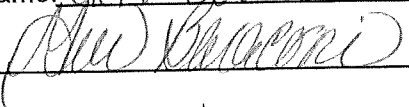
### Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the

Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: Geri Baraconi Title: Mgr, Human Resources

Signature:  Date: 11/17/2022

Business Entity Name: Home Ec Inc dba Connect Homes

**CERTIFICATION OF COMPLIANCE WITH THE  
EQUAL BENEFITS ORDINANCE**

**Section 1. CONTRACTOR/VENDOR INFORMATION**

Name: Home Ec. Inc dba Connect Homes Federal Tax ID No. [REDACTED]  
Address: 3041 S. Broadway Suite 320  
City: Los Angeles State: CA ZIP: 90013  
Contact Person: Gerri Karaconi Telephone: (424) 425-9577  
Email: gerri@connect-homes.com Fax: \_\_\_\_\_

**Section 2. COMPLIANCE QUESTIONS**

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. \_\_\_\_\_ Yes  No
- B. Does your company provide (or make available at the employees' expense) any employee benefits?  Yes \_\_\_\_\_ No  
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?  
 Yes \_\_\_\_\_ No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?  
 Yes \_\_\_\_\_ No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee?  Yes  
\_\_\_\_\_ No  
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

**Section 3. PROVISIONAL COMPLIANCE**

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
- \_\_\_\_\_ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- \_\_\_\_\_ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

\_\_\_\_\_ Upon expiration of the contractor's current collective bargaining agreement(s).

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)  
\_\_\_\_\_ Yes \_\_\_\_\_ No

Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this 17<sup>th</sup> day of November, 2022 at 12:06, pm  
Name Geri Baraconi Signature [Handwritten Signature]  
Title Mgr, Human Resources Federal Tax ID No. [Redacted]

## ▼ Contractor's License Detail for License # 1053991

**DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.**

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. [Click here for a definition of disclosable actions.](#)
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 8/16/2021 3:35:29 PM

### Business Information

HOME EC INC  
dba CONNECT HOMES

706 S HILL ST #1060  
LOS ANGELES, CA 90014  
Business Phone Number:(310) 622-9271

**Entity** Corporation  
**Issue Date** 05/28/2019  
**Expire Date** 05/31/2023

### License Status

**This license is current and active.**

**All information below should be reviewed.**

### Classifications

B - GENERAL BUILDING

### Bonding Information

#### Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.  
**Bond Number:** 100444589  
**Bond Amount:** \$15,000  
**Effective Date:** 05/09/2019

#### Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **30046286** for JARED LEVY in the amount of **\$12,500** with HUDSON INSURANCE COMPANY.  
**Effective Date:** 01/29/2021  
[BQI's Bond History](#)

### Workers' Compensation

This license has workers compensation insurance with the AMERICAN FAMILY HOME INSURANCE COMPANY DBA AFH INSURANCE COMPANY  
**Policy Number:** 2EA5WC900079601  
**Effective Date:** 03/11/2021  
**Expire Date:** 03/11/2022  
[Workers' Compensation History](#)

### Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.



# APPLICATION FOR PUBLIC WORKS CONTRACTOR REGISTRATION

## Registration Information

---

Type: Public Works

Period: 11/21/2022 06/30/2023

## Contractor Information

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Contractor Name: HOME EC INC

Trade Name: Connect Homes

License Type Number: PW-LR-1000992097

## Contractor Physical Address

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Physical Business Country: United States of America

Physical Business City/ Province: San Bernardino

Physical Business Address: 1811 Riverview Drive

Physical Business State: CA

Physical Business Postal Code: 92408

## Contractor Mailing Address

---

Mailing Country: United States of America

Mailing City /Province: San Bernardino

Mailing Address: 1811 Riverview Drive

Mailing State: CA

Mailing Postal Code: 92408

## Contact Info

---

Daytime Phone:

Daytime Phone Ext.:

Mobile Phone:

Business Email: [matteo@connect-homes.com](mailto:matteo@connect-homes.com)

Applicant's Email: [matteo@connect-homes.com](mailto:matteo@connect-homes.com)



# Workers' Compensation

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## Professional Employer Organization (PEO)

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Do you lease employees through Professional Employer Organization? No

## Workers' Compensation Overview

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Carrier: Alaska National Insurance Company	Inception Date: 03/11/2022
Policyholder Name: Connect Homes	Expiration Date: March 11, 2023
Policy Number: 22CWS12481	

## Certification

---

Yes I certify that I do not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award

I certify that the contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

Yes I certify that one of the following is true: (1) I am licensed by the Contractors State License Board (CSLB) in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code; or (2) my business or trade is not subject to licensing by the CSLB.

I understand refunds are not authorized

I, Matteo Bastregghi, the undersigned, am , HOME EC INC with the authority to act for and on behalf of the above named contractor. I certify under penalty of perjury that all of the above information provided is true and correct. I further acknowledge that any untruthful information provided in this application could result in the certification being canceled.

I certify this on: 4:49 PM

## Legal Entity Information

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**Legal Entity Type: Corporation**

---

Name: HOME EC INC

# EXHIBIT “C”

CONNECT SHELTER PRELIMINARY PRICING ESTIMATE



DATE: 2/13/2023

LOCATION: LONG BEACH, CA  
CONFIGURATION:

Models	Size	Quantity
9' WIDE CONNECT SHELTER 3 W/ ENSUITE BATH - TYPE A	360 sf	5
9' WIDE CONNECT SHELTER 3 W/ ENSUITE BATH - TYPE B	360 sf	4
10' WIDE CONNECT SHELTER 2 STUDIO EFFICIENCY - TYPE A	400 sf	1
10' WIDE CONNECT SHELTER 2 STUDIO EFFICIENCY - TYPE B	400 sf	2

DESIGN

Item	Notes	Subtotals	Total \$
CONCEPTUAL DEVELOPMENT	Site design coordination with AOR	\$ 20,000	80,000
DESIGN DEVELOPMENT/CUSTOMIZATION	Project specific customizations per Fit-Out/Optional Upgrades	\$ 15,000	
STATE APPROVALS + ENGINEERING	Architectural, MEP, Fire sprinkler, Structural, Title 24	\$ 45,000	
MEETINGS	up to 10 hours	included	
REIMBURSABLES	Travel expenses, copies of drawings, postage, other expenses	tbd	

PRODUCTION

Models	Unit Cost	Quantity	Subtotals	Total \$
9' WIDE CONNECT SHELTER 3 W/ ENSUITE BATH - TYPE A	\$ 139,400	5	\$ 697,000	1,887,239 <1>
9' WIDE CONNECT SHELTER 3 W/ ENSUITE BATH - TYPE B	\$ 139,400	4	\$ 557,600	
10' WIDE CONNECT SHELTER 2 STUDIO EFFICIENCY - TYPE A	\$ 137,000	1	\$ 137,000	
10' WIDE CONNECT SHELTER 2 STUDIO EFFICIENCY - TYPE B	\$ 137,000	2	\$ 274,000	
UNCOVERED PREFAB DECK (10'x40')	\$ 25,000	0	\$ -	
FIT-OUT/OPTIONAL UPGRADES			\$ 221,639	

DELIVERY/SETTING (PERFORMED BY SUBCONTRACTOR T&T TRUCK AND CRANE SERVICE)

Item	Per Unit	Quantity	Subtotals	Total \$
TRUCKING	\$ 2,500	12	\$ 30,000	95,900 <2>
SETTING EQUIPMENT				
Forklift set	\$ 15,000		\$ 15,000	
Crane set	\$ 30,000		\$ 30,000	
SETTING (ASSUMES 4 WORKERS FOR 3 DAYS \$150/HR)	\$ 150 /Hour	96 (Hours)	\$ 14,400	
Shelters (set on foundation)		12	inc.	
INSTALLATION SERVICES	includes 3 site visits - pre-installation, post-installation, post-utility start up		\$ 6,500	

Sales Tax on Production costs \$ 68,910  
Profit and Overhead on Delivery/Setting \$ 15,776

**ESTIMATED PRELIMINARY PRICE \$ 2,147,825**

PRE-DELIVERY ON-SITE WORK

Item	Total tbd
Preparation of site for the installation of Shelters is not included and shall be performed by a local contractor	<3>
Foundations	tbd
Utility hook ups	tbd
Ramps	tbd
Stairs	tbd

NOTES ON PRICING

- <1> Design and Production costs are subject to change up until the Purchase Order is signed, at which time these costs are fixed for the Project. Refer to Purchase Order
- <2> Delivery/Setting costs will be included in the Purchase Order as actual costs plus a 15% fixed fee and are provided as an estimate only
- <3> Every site is different and will have varying levels of preparation required for the installation of the Shelter units. This estimate will fluctuate depending on site specific conditions and local labor rates

Item	Fit Out Area	Upgrade/ Add/ Remove	Description	Unit Cost	Quantity	Subtotals	<4>
Fire Sprinkler		Add	Automatic wet fire sprinkler system	\$ 6,800	12	\$ 81,600	
Mechanical Room Door		Add	Mechanical room door	\$ 1,600	12	\$ 19,200	
Smoke Detectors		Add	Smoke detectors	\$ 150	33	\$ 4,950	
Siding - Address		Add	Vinyl Sticker 12"x12" (Graphics provided by AOR)	\$ 430	12	\$ 5,160	
Decking		Upgrade	Trex Select	\$ 290	6	\$ 1,740	
Exterior Light		Add	(4) J Boxes for owner provided fixtures	\$ 250	12	\$ 3,000	
Fire Rated Walls		Upgrade	Elevation 1 and 4 shall be 1 hr fire rated (approx. 588 sq ft)	\$ 470	12	\$ 5,640	
Gutter and Downspout		Add	40'x4'x4' gutter and downspout	\$ 1,450	12	\$ 17,400	
Flooring		New Standard	Calli Click Lock Vinyl Planks throughout			\$ (2,930)	
Furniture/Features		Add	Double Bed Platform with Storage	\$ 950	33	\$ 31,350	
Strobe		Add	Interior Horn/Strobe	\$ 200	33	\$ 6,600	
Communication Features		Upgrade	Provide Rough in for doorbell notification device	\$ 290	4	\$ 1,160	
CS2 Water Heater		Upgrade	Heat Pump Electric Water Heater	\$ 3,030	2	\$ 6,060	
CS3 Water Heater		Upgrade	Tankless Electric Water Heater	\$ 1,180	10	\$ 11,800	
Subtotal						\$ 192,730	
Administrative Fee (15%)						\$ 28,909	
Production Fit-Out Total						\$ 221,639	

<4> Refer to Fit Out for specifications.

# EXHIBIT “D”

## Payment Schedule



# CONNECT HOMES

hello@connect-homes.com  
(888) 959-2261  
connect-homes.com

304 S Broadway  
Suite 320  
Los Angeles CA 90013

## PAYMENT SCHEDULE

<b>Execution of Agreement</b>	<b>20% of total compensation</b>
<b>Start of Production</b>	<b>20% of total compensation</b>
<b>Completion of Module 6</b>	<b>20% of total compensation</b>
<b>Completion of Last Module</b>	<b>20% of total compensation</b>
<b>Delivery of Module</b>	<b>20% of total compensation</b>

The Payment Schedule for the Modular Non-Congregate Shelter Units, and the work comprising the Project, amounts to a total compensation of Two Million One Hundred Forty-Seven Thousand Eight Hundred and Twenty-Five Dollars (\$2,147,825) which will be paid in the following Installments:

- i. Four Hundred Twenty-Nine Thousand Five Hundred and Sixty-Five Dollars (\$429,565) (the 20% Procurement Payment) due on execution of this Agreement
- ii. Four Hundred Twenty-Nine Thousand Five Hundred and Sixty-Five Dollars (\$429,565) (the 20% Production Start Payment) due on the start of Production of the Shelters
- iii. Four Hundred Twenty-Nine Thousand Five Hundred and Sixty-Five Dollars (\$429,565) (the 20% Production Progress Payment) due on completion of the sixth Module
- iv. Four Hundred Twenty-Nine Thousand Five Hundred and Sixty-Five Dollars (\$429,565) (the 20% Production Completion Payment) due on completion of Last Module and before Delivery of the Shelters
- v. Four Hundred Twenty-Nine Thousand Five Hundred and Sixty-Five Dollars (\$429,565) (the 20% Delivery Completion Payment) due on delivery and setting of the Shelters.

If a portion of the Shelters order are completed and the City wishes the Shelters to be delivered to the Site in stages before completion of all of the Shelters, the 20% Delivery Completion Payment shall be split into prorated payments based on the number of Shelters being delivered at each stage.

Unless otherwise agreed between the parties, all payments shall be paid in cash, check or by wire transfer in accordance with wire instructions to be provided by Connect Homes to the City and all payments shall be due and payable within 5 days of receipt of invoices related to each milestone. Any payment due to Connect Homes hereunder which are not received by Connect Homes when due as scheduled, shall bear interest from the date when due. Such interest shall be computed at the lesser of 10% per annum or the maximum rate allowed by law.

Should payment not be received in a timely manner, it will be subject to the Connect Homes Collections Policy detailed below.

Connect Homes requires proof of available liquid funds and/or financing approval prior to initiating any procurement and/or manufacturing for the project. For cash and bank financing projects, payment is due five days after receipt of detailed milestone(s) completed invoice.



# CONNECT HOMES

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Los Angeles CA 90013

All projects follow construction lien compliance and regulations. Generally, this includes registering the project and issuing a pre-lien notice prior to the project start date. In the event an invoice remains greater than 30 days past due, Connect Homes may file a lien and pursue collections as permitted by law.

# EXHIBIT “E”

City’s Representative(s):

Jeffrey Proctor

Administrative Operations Officer

Homeless Services,

Health and Human Services

[Jeffrey.Proctor@longbeach.gov](mailto:Jeffrey.Proctor@longbeach.gov)

# EXHIBIT “F”

Consultant’s Key Employee(s):

Gordon Scott, Co-Founder

Connect-Homes.com

(323) 697-2386

[Gordon@connect-homes.com](mailto:Gordon@connect-homes.com)