



REQUEST FOR PROPOSAL

Development & Construction Management Services

LifeMoves

Release Date: 1/25/2022

Responses are due and must be received
by 5:00 p.m. Pacific Daylight Time on **2/8/2022**

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**REQUEST FOR PROPOSALS
FOR
DEVELOPMENT AND CONSTRUCTION MANAGEMENT SERVICES**

**PROPOSALS WILL NOT BE ACCEPTED AFTER
THE DUE DATE AND TIME POSTED**

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SECTION I – GENERAL INFORMATION

A. STATEMENT OF INTENT

As outlined in greater detail in Section II – Scope of Work, this Request for Proposal (RFP) is to provide professional development and/or construction management services, and participation in the project design/construction processes as needed for a Homekey Project (the “Project”). These services include but are not limited to; assuring that all construction elements and systems work individually and together as intended and required. Development and Construction Management shall effectively and efficiently ensure that all work complies with the approved construction documents and applicable codes and regulations.

The Projects may include new construction. Proposers will report to the VP Real Estate and work as an integral part of the project team. The target start date and term for the proposed services is subject to negotiation of a final agreement and through to the completion of the project. LifeMoves intends to bring under contract at least one firm to start provided services on an as needed basis as contracts are executed.

B. BACKGROUND

LifeMoves, a California non-profit corporation ([LifeMoves](#)) is the largest provider of interim housing and services for homelessness in Silicon Valley. Along with its municipal partners in Palo Alto and San Jose, we have submitted applications for second round Homekey funding to build projects similar to the one we completed in the City of Mountain View during 2021. The following is a 2 min video on the Mountain View project: <https://youtu.be/pWojgmCz58>. This RFP is targeted to procuring development and construction management services for Homekey Branham Lane Homekey project in San Jose (SJH).

LifeMoves manages the development of all concepts, programming, procurement and designs in addition to the construction phase of each project. LifeMoves’ focus on quality construction, sustainable building and zero net energy are hallmarks of each project. LifeMoves also requests high standards to ensure all projects are safe, accessible to residents and clients, the general public, and LifeMoves employees. The estimated project size and dollar value associated with the projects associated with the request range between \$27M - \$50M.

Our model of rapidly deploying modular, factory-built housing onto our target project site is receiving warm recognition by the State. The State’s \$12 Billion commitment towards homelessness is unprecedented and it was awe inspiring to hear our model being touted as the “radical new template. You can listen to the Governor’s press conference in June 2021 here: <https://www.youtube.com/watch?v=qkQ8se62wA4> and read the [news article here](#).

LifeMoves represents the combined histories and resources of two organizations which served the homeless communities since 1987: InnVision: The Way Home, in Santa Clara County, and Shelter Network in San Mateo County. These organizations merged in 2013, and the organization was re-named LifeMoves in 2016.



Today, LifeMoves is the largest and most innovative non-profit committed to ending the cycle of homelessness for families and individuals in Santa Clara and San Mateo Counties. Since 1987, our mission has been to provide interim housing and supportive services to families and individuals experiencing homelessness, to rapidly return them to stable housing and long-term self-sufficiency.

LifeMoves operates 26 facilities and service sites across the Peninsula and Silicon Valley, providing emergency and interim shelter, transitional housing, permanent supportive housing, drop-in day services, street outreach, and safe parking sites, as well as a broad range of other services, to the area's most vulnerable residents.

On any given night, LifeMoves provides food, clothing, and shelter to about 1500 clients, a . Almost one-third of whom are minor children. This past fiscal year, LifeMoves provided homeless individuals with 237,300 nights of shelter. Our supportive services include intensive case management, job counseling, behavioral health services, and education support.

This combination of shelter and comprehensive support services contributes to LifeMoves continued success in helping local homeless families and individuals return to stable housing, equipped with life skills and competencies needed for them to maintain long-term self-sufficiency. LifeMoves is pleased to report that in our most recently completed fiscal year (FY20, ended June 30, 2020), fully 86% of families and 67% of all individuals who engaged in LifeMoves shelter programming successfully returned to stable housing.

Homekey Background

Building on the success of both **Project Roomkey** and the first round of Homekey, Homekey Round 2 continues a statewide effort to sustain and rapidly expand housing for persons experiencing homelessness or at risk of homelessness, and who are, thereby, inherently impacted by COVID-19 and other communicable diseases.

Administered by the California Department of Housing and Community Development (HCD), approximately \$1.4 billion (FY 2021-22) in grant funding will be made available to local public entities, including cities, counties, or other local public entities, such as housing authorities or Tribal Entities within California to develop a broad range of housing types, including but not limited to hotels, motels, single- family homes and multifamily apartments, adult residential facilities, and manufactured housing, and other existing buildings for Permanent or Interim Housing for Homeless Youth or Youth At Risk of Homelessness, Chronically Homeless, and Homeless Family Units.

Homekey is an opportunity for state, regional, and local public entities to develop a broad range of housing types, including but not limited to hotels, motels, hostels, single- family homes and multifamily apartments, adult residential facilities, and manufactured housing, and to convert commercial properties and other existing buildings to Permanent or Interim Housing for the Target Population.

The HomeKey Round 2 Notice of Funding Availability (NOFA) was released on September 9, 2021, and the application became available at the end of September 2021. HCD will accept completed applications on a rolling basis until funds are exhausted or May 2, 2022, whichever comes first. Our PAH project application was submitted on December 7, 2021



and our SJH project application was submitted on December 16, 2021. **The State’s NOFA articulates a requirement that Homekey capital awards will be expended within 8 months of the award and that construction be completed within 12 months of the award.**

Project Overview

Homekey Branham Lane (\$40M estimated capital budget)

- Branham @ Monterey, San Jose (vacant lot, no address or APN)
- 2-acre site
- 204 units (Singles only)
- Single Units 200sf
- All ensuite bathrooms
- 3-story buildings
- 30% support spaces
- 94 onsite parking spaces
- Design Commencement: January 2022
- Construction Start: June 2022
- Construction Finish: January 2023

C. THE REQUEST FOR PROPOSAL PROCESS

This RFP seeks the submission of proposals to provide services from any and all interested and qualified proposers. LifeMoves seeks, by way of this RFP, to obtain the listed services in a manner that maximizes the quality of services, while also maximizing value to LifeMoves and by extension, our Clients. Proposers must be able to show that they can perform the services requested. Such evidence includes, but is not limited to, the respondent’s demonstrated competency and experience in delivering services of a similar scope and type and local availability of the proposer’s personnel and equipment resources. Time is of the essence as guidelines established by the funding sources require aggressive schedule execution.

SECTION II – SCOPE OF WORK

A. DESCRIPTION

Firms(s) shall provide professional Construction Management services continually throughout the life of the project they are selected to perform duties on and assure that all construction elements and systems work individually and together as intended and required. Construction Management shall effectively and efficiently ensure that all work complies with the approved construction documents and applicable codes and legal regulations imposed on projects funded with State and Federal funds.

Construction Management and Inspection Services

- Assist LifeMoves in crafting a strategy for the Project through final completion.
- Assist LifeMoves in updating existing preliminary project program to be consistent with Project goals.
- Work with Owner, Architect, and General Contractor to clearly define roles and responsibilities during construction and develop a construction management plan and project budget including recommendations for retention of additional consultants to complete project team.
- Assist in the procurement and negotiation of agreements for design and engineering services including but not limited to architectural, landscape design, traffic and parking consultants.
- Coordinate the work of the General Contractor without interfering in the progress of the project and make them a part of the project team.
- Manage and conduct meetings with Owner, Architect, and General Contractor and produce minutes from each meeting. Assure that the project is on schedule and if not, develop recovery plans with General Contractor.
- Review or assist with development of community relations plan, including coordination of public relations, neighborhood outreach, and city related contacts and stakeholders.
- Assist with obtaining all necessary environmental (CEQA) and land use entitlements and assist in development of preliminary plans, schematic drawings, various project reports and EIR's.
- Coordinate the evaluation and selection of modular products and assist in procurement of modular buildings.
- Establish notification procedures for any shutdowns of utilities for the progress of the work, and obtain utility provider will-serve letters for the project.
- Coordinate the testing and inspection of the project and review test reports and make recommendations as necessary.
- Coordinate the activities of the multiple contracts between projects to assure that they are not interfering with each other.
- Produce monthly cost reports to monitor the current and project final costs of the project including status updates on project entitlements. Prepare cash flow projections as needed.
- Provide administrative assistance to manage the filing systems, meeting minutes and the office.
- Develop and maintain correspondence logs.
- Review and make recommendations on change order requests from the General Contractor.
- Maintain a change order log reflecting the status of each change order and the total cost of changes.
- Develop and maintain submittal and shop drawing logs. Review both as they are received before transmittal to the design teams to assure that they are complete and accurate.
- Develop and maintain Request for Information (RFI) logs. Coordinate and track responses with the design teams.
- Produce weekly management report summaries defining the progress of the

- work including change orders, RFI's, submittals, schedule and potential claims. Produce a more detailed monthly report of the same items.
- Review the monthly payment requests for completeness and accuracy including proper payroll documentation and lien releases are in order and make recommendation for payment to Owner.
 - Monitor the construction schedule provided by the General Contractor.
 - Provide progress photos and video taping of the project on a regular basis.
 - Review any potential claims. If any are received, review them and make recommendations for disposition and resolution.
 - Field inspection to evaluate work in progress to confirm that it conforms to the contract documents. LifeMoves seeks generalist inspection skills related to building systems such as mechanical, electrical, plumbing and telecommunications. LifeMoves may also want the Construction Manager to satisfy the inspection requirements for essential service facility rating of the buildings.
 - Schedule any necessary special inspections.
 - Work with all local and government agencies to keep them informed of the progress of the project. Meet with them as required.
 - Monitor the General Contractors' safety program.
 - Prepare in conjunction with the design team and Owner all punch-lists. Monitor the completion of punch-lists by the General Contractor.
 - Coordinate and receive all close-out items including as-built drawings, operation and maintenance manuals, warranties, and other project records as required.
 - Advise on resolution of contract issues, warranties, bonds, etc. at closeout of project.
 - Assist in preparation final close out report with recommendation as to final payment, notice of completion, and file system for retrieval of closeout documentation.
 - Assist LifeMoves with obtaining occupancy permit.
 - Assist architect, LifeMoves, interior designer, property manager and general contractor with selection, order and installation of project FF&E.

Design services

- Review and advise on City planning documents, consistency with General Plan, Specific Plan, related EIR documents and compliance with the Zoning Code.
- Assist with prequalification, and qualifications, for bids and bid proposals.
- Stimulate bid / proposal interest.
- Clarify scope of each trade.
- Assist in the conduct of pre-bid / pre-proposal and pre-construction meetings.
- General scheduling and coordination of the architectural and design process and management and coordination of design professionals on the project including work related to sustainability and resilience objectives and the proper functioning of MEPF systems.
- Ensure completion and graphic presentation of schematic design and various base

sheet in a format that is usable for LifeMoves' fundraising campaigns.

- Assist with development of "Owner Program Requirements and Operational and Building Systems Needs"
- Manage design professionals and contractor services in accordance with underlying contracts.
- Assist of review of cost estimates (hard and soft costs).
- Oversee value engineering process.
- Review of building systems.
- Formal constructability review.
- Drive process of identifying and evaluating innovative solutions, alternative materials, methods and systems to reduce costs and/or time in construction project schedule.

B. MINIMUM QUALIFICATIONS

Proposals will be considered only from consultants who can demonstrate the following minimum qualifications:

1. Consulting firm has demonstrated experience as well as in-house resources necessary to effectively provide the required services. The firm's personnel assigned to the projects shall have extensive construction management experience within the last five years in the Bay Area and ten years in the State of California. Proposal shall indicate their personnel's name, title, and responsibility along with resumes listing the following project specifics:
 - a) Title of project
 - b) Type of facility
 - c) Name of the entity
 - d) Location
 - e) Brief description of the project
 - f) Project Cost
 - g) Competition or project completion date
 - h) Client's names and means of contact
2. Firms shall have extensive knowledge of available project delivery systems allowed under California Public Contract Code, and make such recommendations as to their applicability as appropriate.
3. Consultant and staff shall be knowledgeable of all applicable Building Codes, American with Disabilities Act, Federal, State and local laws and regulations as applicable, including sustainability, conservation and practice of LEED principles and certification processes.
4. Firms shall be capable of meeting expedited schedule set by LifeMoves.



C. COMPENSATION AND LENGTH OF AGREEMENT

Firm(s) selected will be offered a fixed price contract. LifeMoves will assign independent task orders as services are needed that will be subtracted from the overall fixed price amount.

The anticipated duration of the agreement will be for 12 months, with the term tentatively set to begin February 2022.

SECTION III – GENERAL TERMS AND CONDITIONS

Read all Instructions. Read the entire RFP and all enclosures before preparing your proposal.

Proposal Costs - Costs for developing proposals are entirely the responsibility of the proposer and shall not be charged to LifeMoves or otherwise reimbursed by LifeMoves.

Proposal Becomes LifeMoves Property - The RFP and all materials submitted in response to this RFP shall become the property of LifeMoves.

Questions and Responses Process - Submit all questions relating to this RFP to the contact noted in Section IV.

Addendums, additional information, responses to questions, and changes to this RFP - If warranted, will be posted to the LifeMoves website: www.Lifemoves.org. It is the responsibility of each proposer to check the website for changes and/or clarifications to the RFP prior to submitting a response. A proposer's failure to do so will not provide a ground for protest.

Alteration of Terms and Clarifications - No alteration or variation of the terms of this RFP is valid unless made or confirmed in writing by LifeMoves. Likewise, oral understandings or agreements not incorporated into the final contract are not binding on LifeMoves.

Ambiguities, Conflicts, Discrepancies, Omissions, or other error(s) in the RFP - The proposer must immediately notify LifeMoves of such items in question in writing as outlined within this RFP and request in writing modification or clarification of the document. If a proposer fails to notify LifeMoves of an ambiguity, conflict, discrepancy, omission or other error in the RFP as prior to the date fixed for submission, the proposer shall submit a response at his/her own risk, and if the proposer enters into a contract, the proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

Modifications or Clarifications to the RFP - Will be posted to the LifeMoves website www.lifemoves.org as outlined above without divulging the source of the request for same. LifeMoves may, at its discretion, also give electronic notice by email to all parties who have notified LifeMoves of their electronic contact information in response to this RFP, but no party that fails to receive email notice has any basis for protest given that all clarifications will be available online at www.lifemoves.org. It is the obligation of all proposing parties to check the website for updates regarding the RFP if they wish to be kept advised of clarifications prior to submitting a proposal.



Selection of Consultants(s) - The selection of consultant(s) will be memorialized in the form of an “Agreement” signed by both parties.

LifeMoves reserves the right to reject any or all proposals without penalty. LifeMoves’ waiver of any deviation in the proposal shall in no way modify the RFP documents or excuse the proposer from full compliance with any eventual contract.

Once the consultant(s) are selected, the Agreement with that consultant(s) must still be negotiated by LifeMoves for approval, and there is no contractual agreement between the selected consultants unless and until the LifeMoves executes the Agreement. Selection of a proposal for negotiation of contract terms and eventual submission to of an Agreement to LifeMoves leadership for approval does not constitute an offer, and proposers acknowledge by submission of a proposal that no agreement is final unless and until approved by the LifeMoves.

Equal Benefits - Consultant shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor’s employee is of the same or opposite sex as the employee.

Insurance - LifeMoves has certain insurance requirements that must be met. Those requirements include the following: the Consultant must carry \$1,000,000 or more per occurrence and \$2,000,000 in aggregate in comprehensive general liability insurance; the Consultant must carry motor vehicle liability insurance, and if travel by car is a part of the services being requested, the amount of such coverage must be at least \$1,000,000; if the Consultant has two or more employees, the contractor must carry the statutory limit for workers’ compensation insurance; if the contractor or its employees maintain a license to perform professional services (e.g., architectural, legal, medical, psychological, etc.), the Consultant must carry \$1,000,000 in professional liability insurance; and generally the Consultant must name LifeMoves and its officers, agents, employees, and servants as additional insured on any such policies (except workers compensation). Depending on the nature of the work being performed, additional requirements may need to be met.

Incomplete Proposals May be Rejected - If a proposer fails to satisfy any of the requirements identified in this RFP, the proposer may be considered non-responsive and the proposal may be rejected.

Contact with LifeMoves Employees, Agents and Representatives - As of the issuance date of this RFP and continuing until the final date for submission of proposals, all proposers are specifically directed not to hold meetings, conferences, or technical discussions with any LifeMoves employee, agent or representative for purposes of responding to this RFP except as otherwise permitted by this RFP. Any proposer found to be acting in any way contrary to this directive may be disqualified from entering into any contract that may result from this RFP.

Proposers should submit questions or concerns about the process as stated above. The proposer should not otherwise ask any LifeMoves employees, agents or representatives’ questions about the RFP or related issues, either orally or by written communication, unless invited to do so.



Proposal Fees - Proposer may elect to present their proposal fee in a way that they deem more competitive. General guidelines for different methods are below:

Sub-consultants - All requirements of this RFP shall apply to any proposed sub-consultant, unless compliance is waived in writing by LifeMoves in its sole discretion.

Miscellaneous - This RFP is not a commitment or contract of any kind. LifeMoves reserves the right to pursue any and/or all ideas generated by this RFP. LifeMoves reserves the right to reject any and all proposals and/or terminate the RFP process if deemed in the best interest of LifeMoves. Further, while every effort has been made to ensure the information presented in this RFP is accurate and thorough, LifeMoves assumes no liability for any unintentional errors or omissions in this document. LifeMoves reserves the right to waive or modify any requirements of this RFP when it determines that doing so is in the best interest of LifeMoves. Finally, LifeMoves may revise or clarify aspects of the required services after proposals are submitted by communicating directly to some or all of the consultants that submitted proposals.

D. SECTION IV – REQUEST FOR PROPOSAL PROCEDURE

This section describes the general RFP procedure used by LifeMoves, and the remaining sections of this RFP list detailed requirements.

A. CONTACT PERSON

The contact person at LifeMoves for questions and proposal submissions for this RFP is:

Joanne Price – VP Real Estate
LifeMoves
181 Constitution Drive
Menlo Park, CA 94025
Email: JPrice@lifemoves.org

B. TENTATIVE SCHEDULE OF EVENTS

Dates are subject to change

EVENT	DATE
Release Request for Proposal	1/25/2022
Deadline to submit questions to LifeMoves	2/1/2022
Last addendum posted by LifeMoves	2/3/2022
Proposal Submission Deadline (5:00 PM on due date)	2/8/2022
Review proposals	2/9/2022
Selected Firm(s) Announced by LifeMoves	2/11/2022
Contract Phase	2/14 -2/21/2022

C. SUBMISSION OF PROPOSALS

By submitting a proposal, each proposer certifies that its submission is not the result of collusion or any other activity which would tend to directly or indirectly influence the selection process. The proposal will be used to determine the proposer's capability of rendering the services to be provided. The failure of a proposer to comply fully with the instructions in this RFP may eliminate its proposal from further evaluation as determined in the sole discretion of LifeMoves. LifeMoves reserves the sole right to evaluate the contents of proposals submitted in response to this RFP and to select a Consultant, if any, based on the Consultant's proposal and qualifications.

All responses must be received by the stated date and time in order to be considered for award. LifeMoves will not be responsible for late proposals. Proposals received late will not be opened or given any consideration for the proposed services unless doing so is deemed to be in the best interest of LifeMoves, as determined in the sole discretion of LifeMoves.

D. PROPOSAL EVALUATION

All proposals received will be evaluated by an RFP Evaluation Committee. During the evaluation process, the LifeMoves may require a proposer's representative to answer specific questions orally and/or in writing. LifeMoves may also require a visit to the proposer's offices, other field visits or observations by LifeMoves representatives, demonstrations as part of the overall RFP evaluation or an interview. Once a finalist or group of finalists is selected, additional interactions or information may be required. The most qualified individual or firm(s) will be recommended by the RFP Evaluation Committee based on the overall strength of each proposal, and the evaluation will be focused on factors such as cost, past performance/ references, and qualifications.

Responses to this RFP must adhere to the format for proposals detailed in Section V - PROPOSAL SUBMISSION REQUIREMENTS. The criteria used as a guideline in the evaluation will include, but not be limited to, the following:

- Qualifications and experience of the entity, including capability and experience of key personnel and experience with other public or private agencies to provide these services;
- Demonstrated competency and experience in delivering services of a similar scope, including experience with the build and deployment of prefabricated modular housing units;
- Proposed approach, including clarity and understanding of the scope of services to be provided, appropriateness of the proposed solution/services, and relationship with design professionals;
- Customer service;
- History of successfully performing services for public or private agencies;
- Ability to meet any required timelines or other requirements including examples of your experience executing fast track project to completion;



- Claims and violations against you or your organization;
- Cost to LifeMoves for the primary services described by this RFP;
- References; and
- Compliance with LifeMoves RFP and contractual requirements.

LifeMoves may consider any other criteria it deems relevant, and the Evaluation Committee is free to make any recommendations it deems to be in the best interest of LifeMoves. Inaccuracy of any information supplied within a proposal or other errors constitute grounds for rejection of the proposal. However, LifeMoves may, in its sole discretion, correct errors or contact a proposer for clarification. LifeMoves will award to the lowest responsive and responsible bidder.

LifeMoves will review technical proposals in order to determine responses that are determined responsive (demonstrating compliance to solicitation requirements) and responsible (demonstrating past performance and capacity), and within a competitive range regarding technical expertise.

Cost proposals will be considered for Vendors whose technical proposal is determined to both responsive and responsible, and are within a competitive range.

Note – LifeMoves reserves the right to evaluate proposals solely based on each consultant's written submission. In relation to written materials, evaluation will be performed only on the material included directly in the proposal itself unless otherwise indicated or requested by LifeMoves. Your proposal must be complete without relying on external websites, sales brochures, marketing materials or white papers. LifeMoves reserves the right to accept proposals, which may not necessarily be the lowest cost.

E. PROPOSAL RECOMMENDATION

The Evaluation Committee will recommend a Consultant or may recommend that the proposals be rejected. LifeMoves will then make its own decision as to whether to accept or reject the recommendations from the Evaluation Committee. Ultimate acceptance or rejection of the recommended proposal and execution of a contractual agreement is the independent prerogative of LifeMoves, notwithstanding any recommendations made by the Evaluation Committee. LifeMoves reserves the right to negotiate with any consultant to finalize an agreement in relation to the proposer's response.

F. NOTICE TO PROPOSERS

LifeMoves is not required to give notice to proposers in any specific format or on any particular timeline. At some point prior to execution of a final agreement for the requested services, LifeMoves will notify those who submitted proposals of their non-selection. Proposers may be notified at different times depending on the needs of LifeMoves.

G. PROTEST PROCESS



If a proposer desires to protest the selection decision, the proposer must submit a written protest within five (5) business days after the delivery of the notice about the decision, by electronic mail and USPS mail. The written protest should be submitted to the Project Development Unit as outlined below. Protests received after the deadline will not be accepted. Protests must be in writing, must include the name and address of the proposer, identify the RFP service requested, and must state all the specific grounds for the protest. A protest that merely addresses a single aspect of the selected proposal (for example, comparing the cost of the selected proposal in relation to the non-selected proposal) is not sufficient to support a protest. A successful protest will include sufficient evidence and analysis to support a conclusion that the selected proposal, taken as a whole, is an inferior proposal.

LifeMoves will respond to a protest within fourteen (14) business days of receiving it, and LifeMoves may, at its election, set up a meeting with the proposer to discuss the concerns raised by the protest. The decision of LifeMoves related to any protest received will be final. The protest letter must be addressed as follows, with a copy to LifeMoves Contact Person:

Joanne Price – VP Real Estate
LifeMoves
181 Constitution Drive
Menlo Park, CA 94025
Email: JPrice@lifemoves.org

H. SECTION V – PROPOSAL SUBMISSION REQUIREMENTS

The proposal should be submitted in the following format:

GENERAL INSTRUCTIONS

All proposals should be in type-format, not to exceed 30 pages with font no smaller than 11 and 1 inch margins, and have a table of contents, cover letter, tabs 1 – 8 (at a minimum), and page numbering.

All proposals should adhere to the specified content and sequence of information described by this RFP. Provide the same information requested, for any consultants you intend to team with on this project.

The RFP response will be submitted to the LifeMoves Contact Person in the form of **one (1) hard copies and one (1) electronic copy**. Clearly mark on the envelope or cover of your RFP response.

I. COVER LETTER

Provide a one-page cover letter on your letterhead that includes your address, phone number and e-mail address of the contact person or persons. List the name and title of each person authorized to represent the proposer in negotiations.

Unless the proposer is an individual, all proposals must be signed with a firm/company/partnership/entity name and by a responsible officer or employee indicating



that officer or employee's authorization to commit the proposer to the terms of the proposal. Obligations assumed by such signature must be fulfilled.

J. SPECIFIED CONTENT AND DETAILED SEQUENCE OF INFORMATION IN THE RFP

Each proposal should include sections addressing the following information in the order shown in the following section. The proposer should be sure to include all information that it feels will enable the Evaluation Committee and, ultimately, LifeMoves to make a decision. Failure of the proposer to provide specific, detailed information may result in its proposal being rejected in favor of a sufficiently-detailed proposal. Any necessary exhibits or other information, including information not specifically requested by this RFP but that you feel would be helpful, should be attached to the end of the proposal. The party submitting the materials should keep in mind the limitations on confidential information described in Section IV.

K. TABBING OF SECTIONS

TAB 1 Qualifications and Experience:

- 1) Provide a statement of qualifications for your organization, including an organization chart, a statement of the size of firm, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this RFP.
- 2) How many full-time employees (FTEs) are you capable of assigning if you are selected?
- 3) How many people in total are employed by your company? Delineate between employees and consultants.
- 4) If applicable, list the professional qualifications for every individual(s) that would be assigned to provide services requested by this RFP, including date and educational institutions of any applicable degrees, additional applicable training, and any professional certifications and/or licensing. In lieu of listing this information, you may submit a resume or curriculum vitae for each such individual if the resume/CV includes all the requested information.

TAB 2 Philosophy and Service Model:

This section describes your philosophy and service model for meeting the services required by this RFP. Relevant considerations include the quality and feasibility of your approach to meeting these needs, the manner in which you plan to provide adequate staffing (including planning for absences and back-up coverage, training, background checks, and staff monitoring, etc.), and equipment or other resources provided by you (if applicable). Keep these considerations in mind as you respond to the following:

Describe how you will fulfill the needs of LifeMoves described in this RFP. Attach a project plan, if appropriate.



- 1) Identify how you will meet the requirements of the scope of work and related requirements stated in the RFP. List any items that you cannot provide.
- 2) In the event of the identification of a problem by LifeMoves, its clients and/or other applicable constituents, describe how you will address such problems and the timeframe for addressing them.

TAB 3 Project Experience:

Provide LifeMoves with a listing of relevant projects including but not limited to deployment and construction of modular housing completed by the firm in the past five (5) years, at a minimum. The list should include:

- 1) Title of project;
- 2) Name of the entity;
- 3) Brief description of the project, including value; and
- 4) Clients names and contact information.

TAB 4 Claims, Licensure, Non-Discrimination, and Health Insurance Portability and Accountability Act (HIPAA) Violations Against Your Organization:

List any current licensure, HIPAA, non-discrimination claims against you/your organization and those having occurred in the past five (5) years, especially any resulting in claims or legal judgments against you.

TAB 5 References:

List at least three (3) business references for which you have recently provided similar services, not already named in Tab 3. Include contact names, titles, phone numbers and e-mail.

TAB 6 Statement of Compliance with Public Contracting and Federal Procurement Requirements:

A sample of the LifeMoves standard contract (including Exhibits A and B) is attached to this RFP. Each proposal must include a statement of the proposer's commitment and ability to comply with each of the terms of the LifeMoves standard contract, including but not limited to the following:



- 1) Non-discrimination policy;
- 2) Equal employment opportunity requirements;
- 3) Requirements regarding employee benefits;
- 4) Hold harmless provisions;
- 5) Insurance requirements; and
- 6) All other provisions of the standard contract.

In addition, the proposer should include a statement that it will agree to have any disputes regarding the contract venued in San Mateo County or Northern District of California.

L. COST PROPOSAL

In a sealed envelope, to accompany your submission, include your fixed fee cost proposal and related details. Do not include your cost proposal in any electronic submission. The cost proposal must be included separately in a sealed envelope along with your written submission.

The proposal must state any objections to any terms in the LifeMoves contract template and provide an explanation for the inability to comply with the required term(s). If no objections are stated, LifeMoves will assume the proposer is prepared to sign the LifeMoves standard contract template as-is.

NOTE: The sample Standard Contract Template enclosed with this RFP is a template and does not constitute the final agreement to be prepared for the selected service consultants. Do not insert any information or attempt to complete the enclosed sample contract template. Once firm(s) are selected, LifeMoves will work with the selected consultants to draft a consultants-specific contract using the template. However, each proposal should address the general terms of the standard contract as requested within this RFP.

SECTION VI – ENCLOSURES

Enclosure 1 Sample of Standard Contract Template

Enclosure 2 Attachment I: Assurance of Compliance with Section 504 of
the Rehabilitation Act of 1973, as Amended



**PROFESSIONAL SERVICES AGREEMENT BETWEEN LIFEMOVES AND
[Consultant name]**

This Agreement is entered into this _____ day of _____, 2022, by and between LifeMoves, a California non-profit public benefit corporation, hereinafter called “LifeMoves,” and [Consultant legal name], hereinafter called “Consultant.”

RECITALS

Whereas, LifeMoves is the largest provider of homeless shelter and services in Silicon Valley and represents the combined histories and resources of two organizations which served the homeless communities since 1987, InnVision: The Way Home, in Santa Clara County, and Shelter Network in San Mateo County. These organizations merged in 2013, and the organization was re-named LifeMoves in 2016.

Whereas, LifeMoves operates 26 facilities and service sites across the Peninsula and Silicon Valley, providing emergency and interim shelter, transitional housing, permanent supportive housing, drop-in day services, street outreach, and safe parking sites, as well as a broad range of other services, to the area’s most vulnerable residents.

Whereas, LifeMoves intends to undertake two construction projects in Palo Alto and San Jose (collectively, the “Projects”) to provide approximately 292 units with a total estimated capital budget of \$67 million. LifeMoves manages the development of all concepts, programming, procurement and designs in addition to the construction phase of each project. LifeMoves’ focus on quality construction, sustainable building and zero net energy are hallmarks of each project. LifeMoves also requests high standards to ensure all projects are safe, accessible to residents and clients, the general public, and LifeMoves employees.

Whereas, LifeMoves intends to construction the projects using grant funding from Homekey Round 2 funding administered by the California Department of Housing and Community Development.

Whereas, LifeMoves requires professional services during the design, bidding, award, construction, and close-out phases for the Projects as stated in this Agreement.

Whereas, LifeMoves issued a Request for Proposals on _____, 2022 and engaged in a qualifications-based competitive procurement process, which resulted in the selection of Consultant.

Whereas, Consultant represents and warrants that it has the necessary skills, expertise, and knowledge, and possesses the necessary licenses to perform the work described in this Agreement.



Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Services to be performed by Consultant

In consideration of the payments set forth in this Agreement and in Exhibit B, Consultant shall perform services for LifeMoves in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

2. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A: Scope of Construction Management Services

Exhibit B: Payment

Attachment I—§ 504 Compliance

3. Payments

In consideration of the services provided by Consultant in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, LifeMoves shall make payment to Consultant based on the rates and in the manner specified in Exhibit B. LifeMoves reserves the right to withhold payment if LifeMoves determines that the quantity or quality of the work performed is unacceptable. In no event shall LifeMoves’ total fiscal obligation under this Agreement exceed [write out amount] (\$Amount). In the event that LifeMoves makes any advance payments, Consultant agrees to refund any amounts in excess of the amount owed by LifeMoves at the time of contract termination or expiration. Consultant is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from _____, 2022, through _____, 20__.

5. Termination

This Agreement may be terminated by Consultant or by LifeMoves without a requirement of good cause upon thirty (30) days’ advance written notice to the other party. Subject to availability of funding, Consultant shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of



the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

LifeMoves may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Consultant as soon as is reasonably possible after LifeMoves learns of said unavailability of outside funding.

LifeMoves may terminate this Agreement for cause. In order to terminate for cause, LifeMoves must first give Consultant notice of the alleged breach. Consultant shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Consultant fails to cure the breach within this period, LifeMoves may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that LifeMoves provides notice of an alleged breach pursuant to this section, LifeMoves may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. LifeMoves has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and LifeMoves shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as “contract materials”) prepared by Consultant under this Agreement shall become the property of LifeMoves and shall be promptly delivered to LifeMoves. Upon termination, Consultant may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Consultant agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of LifeMoves and that neither Consultant nor its employees acquire any of the rights, privileges, powers, or advantages of LifeMoves employees.

8. Hold Harmless

a. General Hold Harmless

Consultant shall indemnify and save harmless LifeMoves and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this



Agreement, the performance of any work or services required of Consultant under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Consultant or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Consultant’s failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of LifeMoves and/or its officers, agents, employees, or servants. However, Consultant’s duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which LifeMoves has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Consultant to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Consultant hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as “IP Rights”) except as otherwise noted by this Agreement.

Consultant warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Consultant shall defend, indemnify, and hold harmless LifeMoves from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party’s IP Rights provided any such right is enforceable in the United States. Consultant’s duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) LifeMoves notifies Consultant promptly in writing of any notice of any such third-party claim; (b) LifeMoves cooperates with Consultant, at Consultant’s



expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Consultant retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Consultant shall not have the right to settle any criminal action, suit, or proceeding without LifeMoves' prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on LifeMoves, impair any right of LifeMoves, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of LifeMoves without LifeMoves' prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Consultant's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes LifeMoves' reasonable use of the services under this Agreement to be seriously endangered or disrupted, Consultant shall, at Consultant's option and expense, either: (i) procure for LifeMoves the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Consultant will have no obligation or liability to LifeMoves under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for LifeMoves (other than modification performed by, or at the direction of, Consultant) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by LifeMoves in a manner prohibited by this Agreement. The duty of Consultant to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Consultant shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Consultant under this Agreement without the prior written consent of LifeMoves. Any such assignment or subcontract without LifeMoves' prior written consent shall give LifeMoves the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Consultant shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by LifeMoves' Risk Management, and Consultant shall use diligence to obtain such insurance and to obtain such approval. Consultant shall furnish LifeMoves with certificates of insurance evidencing the required coverage, and there shall be a specific



contractual liability endorsement extending Consultant’s coverage to include the contractual liability assumed by Consultant pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days’ notice must be given, in writing, to LifeMoves of any pending change in the limits of liability or of any cancellation or modification of the policy. In the event that the California Department of Housing and Community Development requires insurance coverages in excess of those stated in this Agreement, any such requirements shall supersede the requirements stated herein.

b. Workers’ Compensation and Employer’s Liability Insurance

Consultant shall have in effect during the entire term of this Agreement workers’ compensation and employer’s liability insurance providing full statutory coverage. In signing this Agreement, Consultant certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Consultant shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Consultant and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Consultant’s operations under this Agreement, whether such operations be by Consultant, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability... \$1,000,000
- (b) Motor Vehicle Liability Insurance... \$1,000,000
- (c) Professional Liability \$1,000,000

LifeMoves and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to LifeMoves and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if LifeMoves or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.



In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, LifeMoves, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Consultant pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

LifeMoves will construct the Projects using a funds from HomeKey Round 2, administered by the California Department of Housing and Community Development (HCD). All services provided pursuant to this Agreement, including but not limited to payment requests, must comply with any local, State, or federal laws related thereto.

Consultant will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Consultant shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Consultant's equal employment policies shall be made available to LifeMoves upon request.

c. Section 504 of the Rehabilitation Act of 1973

Consultant shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to consultants who are providing services to members of the public under this Agreement.

d. Compliance with Equal Benefits Laws

Consultant shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Consultant's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Consultant and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Consultant certifies that no finding of discrimination has been issued in the past 365 days against Consultant by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Consultant within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Consultant shall provide LifeMoves with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this



Agreement and subjects the Agreement to immediate termination at the sole option of LifeMoves.

g. Reporting – Violation of Non-discrimination Provisions

Consultant shall report to LifeMoves the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled “Compliance with Laws”. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Consultant that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Consultant to penalties, to be determined by LifeMoves Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Consultant from being considered for or being awarded a LifeMoves contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by LifeMoves Manager.

To effectuate the provisions of this Section, LifeMoves Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Consultant under this Agreement or any other agreement between Consultant and LifeMoves.



13. Retention of Records; Right to Monitor and Audit

(a) Consultant is responsible for maintaining records which fully disclose the activities funded by the grant and related to the project. Consultant shall retain all records for a period of five (5) years after expiration of this Agreement, unless a longer retention period is stipulated. If any litigation, claim, negotiation, audit, monitoring, inspection or other action commences during this required retention period, all records must be retained until a full and final resolution of the action.

(b) Consultant shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by LifeMoves.

(c) Consultant agrees upon reasonable notice to provide to LifeMoves, to any Federal or State department having monitoring or review authority, to LifeMoves' authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

14. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

15. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.



16. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of LifeMoves, to:

Name/Title: Joanne Price, Vice President of Real Estate
Address: LifeMoves, 181 Constitution Drive, Menlo Park, CA 94025
Telephone:
Facsimile:
Email: JPrice@lifemoves.org

In the case of Consultant, to:

Name/Title:
Address:
Telephone:
Facsimile:
Email:

17. Electronic Signature

Both LifeMoves and Consultant wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County’s Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.



18. Compliance with State and Federal Laws, Rules, Guidelines, and Regulations

Consultant agrees to comply with all state and federal laws, rules, guidelines, and regulations that are applicable to the Project, including but not limited to those that pertain to construction, health and safety, labor, fair employment practices and equal opportunity.

19. Payment of Permits/Licenses

Consultant bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Consultant’s own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

20. Prevailing Wage

When applicable, Consultant hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2- Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally, no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted 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

In witness of and in agreement with this Agreement’s terms, the parties, by their duly authorized representatives, affix their respective signatures:

LifeMoves:
By: _____
Its: _____
Date: _____

Consultant:
By: _____
Its: _____
Date: _____

Exhibit A – Scope of Services

In consideration of the payments set forth in Exhibit B, Consultant shall provide the following services:

Consultant shall provide professional Construction Management services continually throughout the life of the project(s) they are selected to perform duties on and assure that all construction elements and systems work individually and together as intended and required. Construction Management shall effectively and efficiently ensure that all work complies with the approved construction documents and applicable codes and regulations

Construction Management and Inspection Services

- Assist LifeMoves in crafting a strategy for the Project through final completion.
- Assist LifeMoves in updating existing preliminary project program to be consistent with Project goals.
- Work with Owner, Architect, and General Contractor to clearly define roles and responsibilities during construction and develop a construction management plan and project budget including recommendations for retention of additional consultants to complete project team.
- Assist in the procurement and negotiation of agreements for design and engineering services including but not limited to architectural, landscape design, traffic and parking consultants.
- Coordinate the work of the General Contractor without interfering in the progress of the project and make them a part of the project team.
- Manage and conduct meetings with Owner, Architect, and General Contractor and produce minutes from each meeting. Assure that the project is on schedule and if not, develop recovery plans with General Contractor.
- Review or assist with development of community relations plan, including coordination of public relations, neighborhood outreach, and city related contacts and stakeholders.
- Assist in obtaining all necessary environmental (CEQA) and land use entitlements and assist in development of preliminary plans, schematic drawings, various project reports and EIR's.
- Coordinate the evaluation and selection of modular products and assist in procurement of modular buildings.
- Establish notification procedures for any shutdowns of utilities for the progress of the work, and obtain utility provider will-serve letters for the project.
- Coordinate the testing and inspection of the project and review test reports and make recommendations as necessary.
- Coordinate the activities of the multiple contracts between projects to assure that they are not interfering with each other.
- Produce monthly cost reports to monitor the current and project final costs of the project including status updates on project entitlements. Prepare cash flow

- projections as needed.
- Provide administrative assistance to manage the filing systems, meeting minutes and the office.
- Develop and maintain correspondence logs.
- Review and make recommendations on change order requests from the General Contractor.
- Maintain a change order log reflecting the status of each change order and the total cost of changes.
- Develop and maintain submittal and shop drawing logs. Review both as they are received before transmittal to the design teams to assure that they are complete and accurate.
- Develop and maintain Request for Information (RFI) logs. Coordinate and track responses with the design teams.
- Produce weekly management report summaries defining the progress of the work including change orders, RFI's, submittals, schedule and potential claims. Produce a more detailed monthly report of the same items.
- Review the monthly payment requests for completeness and accuracy including proper payroll documentation and lien releases are in order and make recommendation for payment to Owner.
- Monitor the construction schedule provided by the General Contractor.
- Provide progress photos and video taping of the project on a regular basis.
- Review any potential claims. If any are received, review them and make recommendations for disposition and resolution.
- Field inspection to evaluate work in progress to confirm that it conforms to the contract documents. LifeMoves seeks generalist inspection skills related to building systems such as mechanical, electrical, plumbing and telecommunications. LifeMoves may also want the Construction Manager to satisfy the inspection requirements for essential service facility rating of the buildings.
- Schedule any necessary special inspections.
- Work with all local and government agencies to keep them informed of the progress of the project. Meet with them as required.
- Monitor the General Contractors' safety program.
- Prepare in conjunction with the design team and Owner all punch-lists. Monitor the completion of punch-lists by the General Contractor.
- Coordinate and receive all close-out items including as-built drawings, operation and maintenance manuals, warranties, and other project records as required.
- Advise on resolution of contract issues, warranties, bonds, etc. at closeout of project.
- Assist in preparation final close out report with recommendation as to final payment, notice of completion, and file system for retrieval of closeout documentation.
- Assist LifeMoves with obtaining occupancy permit.
- Assist architect, LifeMoves, interior designer, property manager and general contractor with selection, order and installation of project FF&E.

Design services

- Review and advise on City planning documents, consistency with General Plan, Specific Plan, related EIR documents and compliance with the Zoning Code.
- Assist with prequalification, and qualifications, for bids and bid proposals.
- Stimulate bid / proposal interest.
- Clarify scope of each trade.
- Assist in the conduct of pre-bid / pre-proposal and pre-construction meetings.
- General scheduling and coordination of the architectural and design process and management and coordination of design professionals on the project including work related to sustainability and resilience objectives and the proper functioning of MEPF systems.
- Ensure completion and graphic presentation of schematic design and various base sheet in a format that is usable for LifeMoves' fundraising campaigns.
- Assist with development of "Owner Program Requirements and Operational and Building Systems Needs"
- Manage design professionals and contractor services in accordance with underlying contracts.
- Assist of review of cost estimates (hard and soft costs).
- Oversee value engineering process.
- Review of building systems.
- Formal constructability review.
- Drive process of identifying and evaluating innovative solutions, alternative materials, methods and systems to reduce costs and/or time in construction project schedule.

Exhibit B

In consideration of the services provided by Consultant described in Exhibit A and subject to the terms of the Agreement, LifeMoves shall pay Consultant based on the following fee schedule and terms:



ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Consultant(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Consultant(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Consultant(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Consultant(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Consultant(s).

The Consultant(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Name of Consultant(s):

Street Address or P.O. Box:

City, State, Zip Code:

I certify that the above information is complete and correct to the best of my knowledge

Date: Signature: _____

Title of Authorized Official:_____

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Consultant(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Consultant(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Consultant(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Consultant(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Consultant(s).

The Consultant(s): (Check a or b)

a. Employs fewer than 15 persons.

b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Name of Contractor(s):

Street Address or P.O. Box:

City, State, Zip Code:

I certify that the above information is complete and correct to the best of my knowledge

Signature:

Title of Authorized Official:

Date:

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

ATTACHMENT 2

IP Intellectual Property Rights

1. LifeMoves, shall and does own all titles, rights and interests in all Work Products created by Consultant and its sub-consultants (collectively “Vendors”) for LifeMoves under this Agreement. Consultant may not sell, transfer, or permit the use of any Work Products without the express written consent of LifeMoves.
2. “Work Products” are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Consultant shall not dispute or contest, directly or indirectly, LifeMoves’ exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Consultant hereby assigns, and if later required by LifeMoves, shall assign to LifeMoves all titles, rights and interests in all Work Products. Consultant shall cooperate and cause sub-consultants to cooperate in perfecting LifeMoves’ titles, rights or interests in any Work Product, including prompt execution of documents as presented by LifeMoves.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that LifeMoves commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of LifeMoves and the copyright of which is vested in LifeMoves.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be “work-made-for-hire” or not owned by LifeMoves, Consultant hereby assigns and shall require all persons performing work pursuant to this Agreement, including its sub-consultants, to assign to LifeMoves all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time LifeMoves requests cooperation of Consultant to perfect LifeMoves’ titles, rights or interests in any Work Product, Consultant agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of LifeMoves in the Work Products with no additional charges to LifeMoves beyond that identified in this Agreement or subsequent change orders. LifeMoves, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.

6. Consultant agrees that before commencement of any subcontract work it will incorporate this **ATTACHMENT IP** to contractually bind or otherwise oblige its sub-consultants and personnel performing work under this Agreement such that LifeMoves' titles, rights, and interests in Work Products are preserved and protected as intended herein.