



ISLAND CITY DEVELOPMENT AGENDA

AGENDA

DATE & TIME

REGULAR MEETING OF ISLAND CITY DEVELOPMENT

Wednesday, April 17, 2024 - 7:02 PM

LOCATION

Independence Plaza, 703 Atlantic Avenue, Alameda, CA 94501

PUBLIC PARTICIPATION

Public access to this meeting is available as follows:

Join Zoom Meeting

<https://us06web.zoom.us/j/83030077310?pwd=fv5xIYAEFr5k4f7GI6KQMDOK4vRw4g.1>

Meeting ID: 830 3007 7310

Passcode: 790402

Persons wishing to address the Board of Directors are asked to submit comments for the public speaking portion of the Agenda as follows:

- Send an email with your comment(s) to sraskin@alamedahsg.org prior to or during the Board of Directors meeting
- Call and leave a message at (510) 571-1700.

When addressing the Board, on agenda items or business introduced by Directors, members of the public may speak for a maximum of three minutes per agenda item when the subject is before the Board.

Persons in need of special assistance to participate in the meetings of the Island City Development Board of Directors, please contact (510) 747-4325 (voice), TTY/TRS: 711, or sraskin@alamedahsg.org. Notification 48 hours prior to the meeting will enable the Island City Development Board of Directors to make reasonable arrangements to ensure accessibility or language assistance.

1. CALL TO ORDER & ROLL CALL
2. AB2449 COMPLIANCE - The Chair will confirm that there are 2 members in the same, properly noticed meeting room within the jurisdiction of the City of Alameda. Each board member who is accessing the meeting remotely must disclose verbally whether they are able to be remote under AB2449: (1) just cause (max. 2 per year), or (2) emergency circumstances." For Emergency Circumstances, the request must be approved by a majority vote of the Board of



Directors for the emergency circumstances to be used as a justification to participate remotely. Remote Directors must provide a general description of the circumstances relating to need to appear remotely at the given meeting.

Directors must also publicly disclose at the meeting, prior to any action, whether any other individuals 18 years or older are present in the room with the member at the remote location, and the general nature of the member's relationship with such individuals. Note: A Director cannot participate in meetings of the Board of Directors solely by teleconference from a remote location for a period of more than 3 consecutive months or 20% of the regular meetings for ICD within a calendar year, or more than 2 meetings if the Board of Directors regularly meets fewer than 10 times per calendar year.

3. PUBLIC COMMENT (Non-Agenda)
4. CONSENT CALENDAR (Action)
 - A. Approve Minutes of the Special Board of Directors Meeting held on April 1, 2024.
 - B. Accept the Monthly Construction Report for The Estuary I.
 - C. Accept the Monthly Construction Report for Linnet Corner.
 - D. Accept the Quarterly LIHTC Portfolio Asset Management Fiscal Year to Date Financial Report through December 31, 2023.
 - E. Ratify a Contract Not To Exceed \$26,398,006.72 with J.H. Fitzmaurice for General Contractor Services for The Estuary I, Ratify a Contract Not To Exceed \$31,305,183.75 with J.H. Fitzmaurice for General Contractor Services for Linnet Corner, Ratify the Trifurcated Consultant Services Contracts Not To Exceed a Combined Total of \$2,385,027.00 with HKIT Architects, Ratify the Trifurcated Consultant Services Contracts Not To Exceed a Combined Total of \$254,060.00 with Carlson, Barbee, and Gibson, Inc. for Civil Engineering Services, and Ratify Consultant Services Contracts Not To Exceed a Combined Total of \$204,961 with CONCORE Development Group, Inc. for Construction Management Services for the North Housing Block A Projects.
 - F. Ratify the Reciprocal Easement Agreement for the North Housing Block A Projects.
5. NEW BUSINESS
6. NON-AGENDA (Public Comment)
7. WRITTEN COMMUNICATIONS
8. ORAL COMMUNICATIONS – BOARD MEMBERS AND STAFF
9. ADJOURNMENT

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NOTES:



- If you need special assistance to participate in the meetings of the Island City Development Board of Directors, please contact Sarah Raskin at (510) 747-4360 (TTY/TRS: 711) or sraskin@alamedahsg.org. Notification 48 hours prior to the meeting will enable the Island City Development Board of Directors to make reasonable arrangements to ensure accessibility or language assistance.
- Documents related to this agenda are available for public inspection and copying at the Office of the Housing Authority, 701 Atlantic Avenue, during normal business hours.
- Know Your RIGHTS Under The Ralph M. Brown Act: Government's duty is to serve the public, reaching its decisions in full view of the public. The Board of Directors exists to conduct the business of its constituents. Deliberations are conducted before the people and are open for the people's review. In order to assist Island City Development's efforts to accommodate persons with severe allergies, environmental illnesses, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based products. Please help Island City Development accommodate these individuals.

IF YOU WISH TO ADDRESS THE BOARD:

- Anyone wishing to address the Board on agenda items or business introduced by Board members may speak for a maximum of three (3) minutes per agenda item when the subject is before the Board. Please file a speaker's slip with the Board President. Upon recognition by the President, approach the rostrum and state your name.
- Lengthy testimony should be submitted in writing and only a summary of pertinent points presented verbally.
- Applause and demonstrations are prohibited during Board meetings.





Minutes – Draft Until Approved

Island City Development

Special Meeting, April 1, 2024

In person at Independence Plaza Community Room, 703
Atlantic Avenue, Alameda CA 94501, and Teleconference
via Zoom

1. CALL TO ORDER & ROLL CALL

Director Cooper called the meeting to order at 2:30 PM. The following Board members were present: Director Vanessa Cooper and Director Greg Kats. Director Carly Grob was absent; quorum established. Staff in attendance: Sarah Raskin, Paris Howze, Jenny Wong, Stephen Zhou, Tony Weng, Nancy Gerardin, and Joseph Nagel

2. PUBLIC COMMENT (Non-Agenda) **NONE**

3. AB2449 COMPLIANCE - The Chair will confirm that there are 2 members in the same, properly noticed meeting room within the jurisdiction of the City of Alameda. Each board member who is accessing the meeting remotely must disclose verbally whether they are able to be remote under AB2449: (1) just cause (max. 2 per year), or (2) emergency circumstances." For Emergency Circumstances, the request must be approved by a majority vote of the Board of Directors for the emergency circumstances to be used as a justification to participate remotely. Remote Directors must provide a general description of the circumstances relating to need to appear remotely at the given meeting. Directors must also publicly disclose at the meeting, prior to any action, whether any other individuals 18 years or older are present in the room with the member at the remote location, and the general nature of the member's relationship with such individuals. Note: A Director cannot participate in meetings of the Board of Directors solely by teleconference from a remote location for a period of more than 3 consecutive months or 20% of the regular meetings for ICD within a calendar year, or more than 2 meetings if the Board of Directors regularly meets fewer than 10 times per calendar year.

4. CONSENT CALENDAR (Action)

- A. Approve Minutes of the Special ICD Meeting held on February 21, 2024.
- B. Accept the Monthly Construction Report for the Estuary I.
- C. Accept the Monthly Construction Report for Linnet Corner.
- D. Accept an Option Agreement to Ground Lease from the Housing Authority of the City of Alameda and Authorize the President or Designee to Execute the Option Agreement for the Property at 2615 Eagle Avenue (The Poplar).



No Comments. Director Cooper motioned to accept consent calendar items 4A – 4D, Director Kats seconded. A call for all in favor, the motion passed.

5. NEW BUSINESS

- A. Adopt a Resolution to Amend the Articles of Incorporation to Add Language to Confirm ICD's Eligibility for Tax Exemption Pursuant to AB1582.

Staff S. Martinez presented the item and explained that the Articles of Incorporation need to be amended to allow ICD to be an affiliate of the Housing Authority to qualify for more robust tax exemptions. The amendments include a clear statement of how ICD's mission aligns with the new law and specifying that, in the event of ICD's dissolution, the Corporation's assets would inure to the benefit of Housing Authority of the City of Alameda.

No Comments. Director Kats moved to accept the motion, and Director Cooper seconded. The motion passed.

6. NON-AGENDA (Public Comment) **NONE**

7. WRITTEN COMMUNICATIONS **NONE**

8. ORAL COMMUNICATIONS – BOARD MEMBERS AND STAFF

Director Cooper reminded staff and attendees of the upcoming North Housing Construction Start Celebration Event on April 24, 2024 at 3:00 PM.

9. ADJOURNMENT

Director Cooper adjourned the meeting at 2:34 PM.



**ISLAND CITY DEVELOPMENT**

Fax (510) 522-7848 | TTY/TRS 711

To: Board of Directors
Island City Development

From: Jenny Wong, Senior Project Manager

Date: April 17, 2024

Re: Accept the Monthly Construction Report for The Estuary I.

BACKGROUND

The Housing Development Department provides monthly reports on projects under construction where either the Housing Authority of the City of Alameda (AHA) or Island City Development (ICD) is acting as developer and provides performance guarantees.

The Estuary I project is located at 500 Mosley Avenue. ICD is the developer. The project scope includes 45 new construction permanent supportive housing units for homeless or formerly homeless individuals and/or households, including one manager's unit. Amenities include property management offices, social service coordination offices, a community room, mail room, central laundry, central courtyard, and secure bike parking. J.H. Fitzmaurice, Inc. initiated construction on January 30, 2024 and is scheduled to achieve completion on or before August 1, 2025. Please see previous monthly Board Reports for project details prior to this month's update.

DISCUSSION**Construction**

The overall project completion and billing percentage, through March 31, 2024, is approximately 8.33%. Excavation and waterproofing for the elevator pit are completed. Under slab plumbing and electrical are completed. The concrete slab is poured. Currently, the project is on-track to complete on time. This month's construction activities include starting excavation of underground utilities at the courtyard and Lakehurst Circle, installing the storm drain, backfilling, and starting rough framing of the first and second floors.

There are two change orders this month for erosion control and additional waterproofing measures at the elevator pit. These change orders will be covered by GC contract contingency or allowances already in the contract and have a zero dollar impact on the overall budget. To date, the project has utilized approximately 0.00% of its hard cost contingency, in line with its completion percentage. Owner contingency funds are held separately from the contract and when change orders are approved, the original construction contract value is increased.

Operation and Lease Up Activities

A kickoff meeting with all parties is scheduled for April 2024. Staff and property management will begin meeting monthly to prepare a pre-lease-up plan by August 2024.

FISCAL IMPACT

AHA and ICD have completion and lease-up guarantees on this development. The construction is on time and on budget. Operations and lease-up planning activities are meeting project milestones. See attachment for the monthly budget update.

CEQA

Not Applicable.

RECOMMENDATION

Accept the Monthly Construction Report for The Estuary I.

ATTACHMENTS

1. Att1_The Estuary I Budget Tracking Through March 2024
2. Att2_The Estuary I Progress Photos

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Jenny', is positioned above the printed name.

Jenny Wong, Senior Project Manager

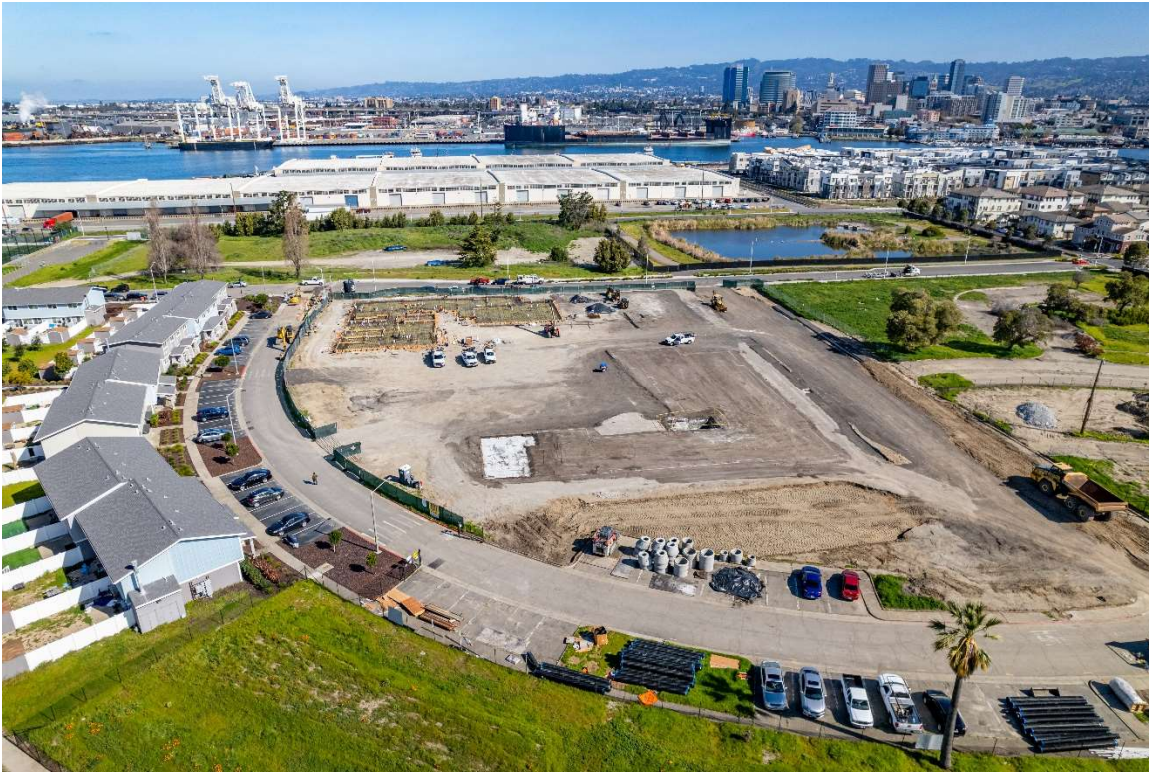
The Estuary I
Monthly Update - as of March 31, 2024

Total Development Costs to Date				
	\$ Budget	\$ Disbursed	% Disbursed	\$ Balance
Land & Holding Costs	\$2,461,115.00	\$2,444,509.90	99%	\$16,605.10
Hard Costs	\$27,175,842.52	\$1,703,723.69	6%	\$25,472,118.83
Soft Costs	\$13,286,926.48	\$2,355,774.42	18%	\$10,931,152.06
Total	\$42,923,884.00	\$6,504,008.01	15%	\$36,419,875.99

General Contract Status	
Total Contract Value	\$24,898,006.72
Change Orders	\$0.00
Revised Contract Value	\$24,898,006.72
Value of Work Completed to Date	\$2,075,138.69
Retention Withheld	\$157,029.95
Amount Paid to Date	\$1,918,108.74
Balance to Finish	\$22,979,897.98
% Construction Complete	8.33%

Contingency Utilization		
	Hard Cost	Soft Costs
Total Contingency Approved	\$1,394,525.00	\$250,000.00
Approved Change Orders to Date	\$0.00	\$0.00
Remaining Balance of Contingency	\$1,394,525.00	\$250,000.00
% of Contingency Used	0.00%	0.00%

The Estuary I Progress Photos



Aerial photo of the North Housing Block A site. The Estuary I is located on the top left corner.



Formation and waterproofing of the elevator pit.



The long metal poles are rebar to reinforce the concrete for the building foundation. The white pipes are for underground plumbing.

**ISLAND CITY DEVELOPMENT**

Fax (510) 522-7848 | TTY/TRS 711

To: Board of Directors
Island City Development

From: Paris Howze, Project Manager

Date: April 17, 2024

Re: Accept the Monthly Construction Report for Linnet Corner.

BACKGROUND

The Housing Development Department provides monthly reports on projects under construction where either the Housing Authority of the City of Alameda (AHA) or Island City Development (ICD) is acting as developer and provides performance guarantees.

Linnet Corner is located at 2000 Lakehurst Circle, Alameda, CA 94501. ICD is the developer. The project is the new construction of a single, four (4) story residential building, with 64 units. The 64 units will include 40 studio units and 23 one-bedroom units targeting seniors aged 62 and over. There will also be a two-bedroom manager's unit. Affordability levels will range between 30% and 40% of the Area Median Income (AMI). The project will also have 25% or 16 units serving formerly homeless/homeless senior veterans. Amenities will include a community room, dedicated onsite property management and service provider offices, shared parking, a laundry room, secured bike parking, a resident garden, and a roof terrace.

Staff delivered a Notice to Proceed on March 6, 2024 to the general contractor, J.H. Fitzmaurice, Inc. (JHF). JHF mobilized and commenced construction activities on March 14, 2024. The project is expected to achieve completion on or before October 30, 2025. Please see previous monthly Board Reports for project details prior to this month's update.

DISCUSSION**Construction**

The overall project completion and billing percentage, through March 31, 2024, is approximately 4.70%. This month's construction activities included mobilizing for construction start, laying down and installing rebar for the elevator pit, installing the under slab plumbing and electrical, and excavating the footings of the first floor building foundation.

There are no change orders this month. To date, the project has utilized approximately 0% of its hard cost contingency, in line with its completion percentage. Owner contingency funds are held separately from the contract and when change orders are approved, the original construction contract value is increased.

Operation and Lease-Up Activities

Staff will work with AHA-wide departments, FPI Management, and LifeSTEPS to prepare the project for leasing in 2025.

FISCAL IMPACT

The AHA Board authorized a pre-development loan to ICD totaling \$10,000,000 for costs associated with master planning, carrying costs, demolition, and redevelopment work for Block A of the North Housing Project, which includes 155 units of permanent supportive housing and senior housing, including Linnet Corner. Funds are disbursed to ICD on an as-needed basis.

The portions allocated to the Linnet Corner project were converted into permanent financing at the construction loan closing. Staff will be preparing a loan draw to document the recast of all expenses paid through the predevelopment loan to the Alameda Affordable Housing Trust Fund (AAHTF) fund when the State of California Department of Housing and Community Development (HCD) releases the state matching funds per the HCD Standard Agreement for this project. All prior and future costs incurred by the project through conversion will be paid by financing committed to the project through a monthly draw request to the funders.

The current total predevelopment loan on the Linnet Corner project to be recast is \$1,954,192.87 net of anticipated soil stabilization costs.

AHA and ICD have completion and lease-up guarantees on this development. To date, the construction is on time and on budget.

CEQA

Not applicable.

RECOMMENDATION

Accept the Monthly Construction Report for Linnet Corner.

ATTACHMENTS

1. Linnet Corner - Monthly Budget Tracking (March 2024)

Respectfully submitted,



Paris Howze, Project Manager

Linnet Corner
Monthly Update - as of March 31, 2024

Total Development Costs to Date				
	\$ Budget	\$ Disbursed	% Disbursed	\$ Balance
Land & Holding Costs	\$640,864.00	\$525,802.22	82%	\$115,061.78
Hard Costs	\$36,513,061.00	\$1,389,832.90	4%	\$35,123,228.10
Soft Costs	\$16,118,331.00	\$2,596,506.01	16%	\$13,521,824.99
Total	\$53,272,256.00	\$4,512,141.13	8%	\$48,760,114.87

General Contract Status	
Total Contract Value	\$29,561,506.75
Change Orders	\$0.00
Revised Contract Value	\$29,561,506.75
Value of Work Completed to Date	\$1,389,832.09
Retention Withheld	\$80,187.69
Amount Paid to Date	\$1,309,644.40
Balance to Finish	\$28,251,862.35
% Construction Complete	4.70%

Contingency Utilization		
	Hard Cost	Soft Costs
Total Contingency Approved	\$1,738,717.00	\$450,000.00
Approved Change Orders to Date	\$0.00	\$0.00
Remaining Balance of Contingency	\$1,738,717.00	\$450,000.00
% of Contingency Used	0.00%	0.00%

**ISLAND CITY DEVELOPMENT**

Fax (510) 522-7848 | TTY/TRS 711

To: Board of Directors
Island City Development

From: Trevor Jones, Asset Manager

Date: April 17, 2024

Re: Accept the Quarterly LIHTC Portfolio Asset Management Fiscal Year to Date Financial Report through December 31, 2023.

BACKGROUND

The portfolio includes eight Low Income Housing Tax Credit (LIHTC) Partnership properties: Breakers at Bayport, Shinsei Gardens, Park Alameda, Jack Capon Villa, Littlejohn Commons, Stargell Commons, Rosefield, and Everett Commons. The projects were built between 2006 and 2022 with a cumulative unit count of 255 units (80% family, 12% senior, and 8% special needs), of which, 50% of the units are supported by a combination of various Section 8 rental subsidy programs (Project Based Voucher, Housing Choice Voucher, and Veterans Affairs Supportive Housing).

The Housing Authority of the City of Alameda (AHA) owns all the land with the exception of Park Alameda; thus, all partnerships include a land lease, and AHA's role varies from Co-General Partner (Co-GP), General Partner (GP), to Special Limited Partner (SLP). Island City Development (ICD) is the developer for Rosefield Village, Littlejohn Commons and Everett Commons and co-developer for Stargell Commons.

DISCUSSION

This memo provides an overview of the Low-Income Housing Tax Credit (LIHTC) partnership properties' year- to- date financial report through the month of December 2023. These properties run on a fiscal year ending December 31. This report tracks performance per the budget and includes achievements, items of note, and upcoming events or changes. Please note the figures used in this report may change and not match the audit.

Statements that apply to all properties:

Operating Revenue - Includes tenant rent, rental subsidy, vacancy loss, laundry income, and interest on accounts.

Tenant Receivables - Property Management and Resident Services assist residents with applying for assistance and repayment agreements.

Operating Expense - Includes marketing, administrative, property management fees, salaries and benefits, utilities, operating and maintenance, taxes and insurance, and resident services.

Net Operating Income (NOI)- Operating Revenue minus Operating Expense



Total Surplus Cash Flow will be distributed per the waterfall in accordance with the LPA, lender, and regulatory agreements.

Breakers at Bayport- 459 Neptune Gardens Avenue

Breakers at Bayport is a 52-unit Low Income Housing Tax Credit (LIHTC) development for families. Resources for Community Development (RCD) is the General Partner (GP) and The Breakers at Bayport L.P. is the Limited Partner (LP). The Housing Authority of the City of Alameda (AHA) owns the land. The Housing Authority of the City of Alameda (AHA) provided an original loan of \$2,015,000 and has a current balance of \$1,408,790, that bears no interest and matures in January 2059. John Stewart Company (JSCo) provides property management services. Operation Dignity provides resident services. The project was placed in service on March 29, 2006.

Unit matrix: 2Bed- 34 units, 3Bed- 18 units

Section 8 PBV: 20 units

Income and rent limits: 50%-60% AMI

- Operating Revenue is \$1,115,898, which is 2% (\$17,892) higher than budget.
- Occupancy is 99.4% (1> vacant units).
- Tenant Revenue is \$586,078 and Subsidy Revenue is \$533,082.
- Tenant Accounts Receivable are \$48,102. No tenants are currently facing termination for nonpayment. This includes residents with balances over 6 months delinquent.
- Operating Expenses are \$588,290, which is 1% (\$6,538) lower than budget due to high occupancy, low turnover, and lower than budgeted property insurance.
- Net Operating Income is \$527,608, which is 5% (\$24,430) higher than budget due to consistently high occupancy and lower than budgeted insurance.
- Replacement Reserve deposit requirement is \$15,500 annually.
- Mandatory hard debt service is \$139,152.
- Total Net Cash Flow is \$372,956, which is \$24,430 over budget.
- DSCR is 3.69x.
- Asset Management Fee of \$3,460 is paid annually.
- RCD Collected an Incentive Management Fee of \$82,967 in 2023.

Shinsei Gardens- 401 Willie Stargell Avenue

Shinsei Gardens is a 39-unit Low Income Housing Tax Credit (LIHTC) development for families. RCD is the GP, Operation Dignity is the SLP, and National Equity Fund (NEF) is the LP. AHA owns the land, and also holds an Option to exercise the Right of First Refusal (ROFR). AHA is in the process of closing the investor Limited Partner buyout in February 2024. JSCo provides property management services. Operation Dignity provides resident services. There is a loan of \$2,129,336 from AHA/CIC that bears no interest and matures on March 23, 2063. The project was placed in service on September 3, 2009.

Unit matrix: 1Bed- 6 units, 2Bed- 18 units, 3Bed- 12 units, 4Bed- 3 units

Section 8 PBV: 21 units

Income and rent limits: 20%-60% AMI

- Operating Revenue is \$911,715, which is 1% (\$12,274) lower than budget due to



Occupancy being lower than budget.

- Occupancy is 94% (2 vacant units).
- Tenant Revenue is \$399,095 and Subsidy Revenue is \$554,815.
- Tenant Accounts receivable are \$4,400. No tenants are currently facing termination for non-payment.
- Operating Expenses are \$461,379, which is 7% (\$28,339) higher than budget due to payroll being 19% over budget and higher than budgeted HVAC Maintenance. Payroll was not allocated to sister property correctly and we expect to receive a bill back in Q1, 2024.
- Net Operating Income is \$450,336, which is 8% (\$40,613) lower than budget due to lower than budgeted occupancy, higher cost of labor, and unanticipated HVAC expenses.
- Replacement Reserve deposit requirement is \$23,400 annually.
- No mandatory hard debt service.
- Total Net Cash Flow is \$426,936 which is \$40,613 under budget.
- DSCR is N/A due to no hard loans.

Park Alameda- 2428 Central Avenue

Park Alameda is a 62-unit Low Income Housing Tax Credit (LIHTC) development for families. RCD is the managing Co-GP, AHA is the Co-GP, and Union Bank (UB) is the LP. AHA holds an Option to exercise the Right of First Refusal (ROFR) beginning in January 2025. AHA will be starting shortly on this and expected to do a similar arrangement as was done at Shinsei.

RCD, the GP, owns both the land and the property. There is a loan of \$8,600,000 from AHA/CIC that bears no interest and matures September 2068. JSCo provides property management services. Operation Dignity provides resident services. The project was placed in service on December 27, 2012.

Unit matrix: 0Bed- 61 units, 2Bed- 1 unit (manager's unit)

Section 8 PBV: 15 units

Income and rent limits: 50%-120% AMI

- Operating Revenue is \$775,026, which is 2% (\$16,351) lower than budget as a result of occupancy being materially under budget.
- Occupancy is 91% (6 vacant units).
- Tenant Revenue \$503,506 and Subsidy Revenue are \$339,348.
- Tenant Accounts Receivable are \$118,032. No tenants are currently facing termination for nonpayment.
- Operating Expenses are \$785,987, which is about 27% (\$168,076) higher than budget.
- The Administrative and Maintenance Payroll is \$55,299 over budget.
- Elevator maintenance is \$8,307 over budget.
- Flooring costs are \$6,195 over budget.
- A collection loss of \$76,537 was accounted for as an expense compared to \$9,452 budgeted.
- Net Operating Income is \$(10,961), which is 130% (\$184,427) lower than budget.
- Replacement Reserve deposit requirement \$31,930 annually.
- No Mandatory Hard Debt Service.
- Total Net Cash Flow is (\$42,891).

Stargell Commons- 2700 Bette Street



Stargell Commons is a 32-unit Low Income Housing Tax Credit (LIHTC) development for families. RCD is the GP, Wells Fargo Bank (WFB) is the LP, and ICD is the SLP. AHA provided a loan of \$2,000,000 at 3% interest payable through excess/distributable cash with a maturity date of December 2072. At this time, no principal payments have been made and \$238,298 of interest has accrued. AHA holds an Option to exercise the Right of First Refusal (ROFR), which can be exercised on or after December 31, 2031. JSCo provides property management services. Operation Dignity provides resident services. The project was built in May 2017.

Unit matrix: 1Bed- 5 units, 2Bed- 17 units, 3Bed- 10 units
Section 8 PBV: 7 units
Income and rent limits: 30%-60% AMI

- Operating Revenue is \$610,489, which is 6% (\$34,699) higher than budget.
- Occupancy is 99% (1> vacant unit).
- Tenant Revenue is \$372,479 and Subsidy Revenue is \$233,570.
- Tenant Accounts Receivable are \$12,127. No tenants are currently facing termination for nonpayment.
- Operating Expenses are \$378,115, which is 5% (18,868) lower than budget due to high occupancy and low turnover.
- Net Operating Income is \$232,374 which is 30% (\$53,567) higher than budget due to consistently high occupancy.
- Replacement Reserve deposit requirement is \$19,200 annually.
- Mandatory hard debt service is \$69,156.
- Total Net Cash Flow is \$144,018 which is \$53,567 over budget.
- DSCR is 3.08x.

Jack Capon Villa- 2216 Lincoln Avenue

Jack Capon Villa is a 19-unit Low Income Housing Tax Credit (LIHTC) development for Persons with Developmental Disabilities. Satellite Affordable Housing Associates (SAHA) is the managing Co-GP, AHA is the Co-GP, and Bank of America (BoFA) is the LP. AHA also holds an Option to exercise the Right of First Refusal (ROFR), which can be executed a on or after December 31st, 2028. AHA has 3 current loans secured by the property. The first loan was for \$225,000 with an interest rate of 5% and current balance of \$52,238. The second AHA/CIC loan was for \$1,400,000 with an interest rate of 3% and current balance of \$1,400,000 excluding accrued interest of \$331,285. The third AHA loan was for \$200,000 with an interest rate of 3% and deferred payments until 2070. SAHA Property Management provides property management services. Housing Consortium of East Bay (HCEB) provides resident services. The project was placed in service on January 9, 2014.

Unit matrix: 1Bed- 16 units, 2Bed- 3 units
Section 8 PBV: 18 units
Income and rent limits: 50% AMI

- Operating Revenue is \$433,275 which is 5% (\$24,510) lower than budget due to higher than budgeted vacancy.
- Occupancy averaged 91% (2 vacant units) over the trailing 12 months and ended the year ended 100% occupied.



- Tenant Revenue is \$139,729 and Subsidy Revenue is \$333,551.
- Tenant Accounts Receivable are \$1,220.
- Operating Expenses are \$338,923, which is 15% (\$61,267) lower than budget due to conservative budgeting.
- Total Net Operating Income is \$94,352, which is 64% (\$36,757) higher than budget.
- Replacement Reserve deposit requirement is \$11,400 annually.
- Mandatory hard debt service is \$28,632.
- DSCR is 2.9.
- Total Net Cash Flow is \$54,320.
- The property budgeted aggressively with 1 vacant unit and conservatively with operating expenses, including large expenses that were not utilized, which explains the positive variance in total net operating income.

Littlejohn Commons- 1301 Buena Vista Avenue

Littlejohn Commons is a 31-unit Low Income Housing Tax Credit (LIHTC) development for Seniors. ICD is the GP and NEF is the LP. ICD also holds an Option/ Right of First Refusal August 1, 2030. FPI Management provides property management services as of January 1, 2023. LifeSteps provides resident services. The project was placed in service on July 31, 2018.

Unit matrix: 1Bed- 30 units, 2Bed- 1 unit

Section 8 PBV: 25 units

Income and rent limits: 30%-50% AMI

- Operating Revenue is \$663,772, which is 0% (\$1,719) higher than budget due to high occupancy and a manager unit.
- Occupancy is 99% (1> vacant unit).
- Tenant Revenue is \$149,403 and Subsidy Revenue is \$580,857.
- Tenant Accounts receivable are \$51,249. Nonpayment is being actively addressed.
- Operating Expenses are \$335,659, which is 2% (5,794), lower than budget due to lower payroll, lower turn costs and maintenance, as well as lower than budgeted accrued taxes and insurance.
- Net Operating Income is \$335,659, which is 2% (\$7,513) higher than budget due to high occupancy and lower than budgeted expenses.
- Replacement Reserve deposit requirement is \$15,500 annually.
- Mandatory hard debt service is \$236,508.
- Total Net Cash Flow is \$83,651 which is \$7,513 over budget.
- DSCR is 1.35x

Everett Commons- 2437 Eagle Avenue

Everett Commons is a 20-unit Low Income Housing Tax Credit (LIHTC) development project for families. ICD is the GP and Enterprise is the LP. ICD also holds an Option to exercise the Right of First Refusal (ROFR) effective on or after the end of the compliance period in 2033. FPI Management provides property management services as of January 1, 2023. LifeSteps provides resident services. The project was placed in service on December 17, 2018.

Unit matrix: 1Bed- 4 units, 2Bed- 11 units, 3Bed- 5 units



April 17, 2024

Section 8 PBV: 12 units

VASH PBV: 5 units

Income and rent limits: 30%-60% AMI

- Operating Revenue is \$552,804, which is 2% (\$10,444) higher than budget.
- Occupancy is 98% (1> vacant unit).
- Tenant Revenue is \$138,962 and Subsidy Revenue is \$443,256.
- Tenant Accounts Receivables are \$51,249 with \$46,495 occurring during the moratorium. Nonpayment is being actively addressed.
- Operating Expenses are \$274,389, which is 2% (4,463) higher than budget due to operating and maintenance being higher than budget. In particular, there were a number of plumbing related expenses that caused the overage.
- Net Operating Income is \$278,415, which is 2% (\$5,981) higher than budget due to strong and stabilized occupancy.
- Replacement Reserve deposit requirement is \$12,000 annually.
- Mandatory hard debt service is \$228,156.
- Total Net Cash Flow is \$38,259 which is \$5,981 over budget.
- DSCR is 1.17x. AHA will continue to monitor this property closely due to the low DSCR.

Rosefield- 727 Buena Vista Avenue

Rosefield is a 92-unit Low Income Housing Tax Credit (LIHTC) development project for families. FPI Management provides property management services as of January 1, 2023. LifeSteps provides resident services. The project was placed in service in 2022. Please note 2024 is the first full year of operating so some numbers are skewed by the 2023 conversion to perm financing.

Unit matrix: Studio- 7 units, 1Bed- 35 units, 2Bed- 26 units, 3Bed- 23 units

Section 8 PBV: 23 units

Income and rent limits: 20%-80% AMI

- Operating Revenue is \$1,655,423, which is 14% (\$267,731) lower than budget.
- Occupancy averaged 95% (5 vacant units) over the past twelve months. Rosefield was affected significantly by the moratorium. While we could not serve notices during the Covid-19 Moratorium, residents let their delinquency build-up and many opted to move-out with large balances outstanding instead of going through courts or LifeSTEPS. Staff have payment plans with those who are willing to work with LifeSTEPS and AHA. FPI and AHA are working hard to release those units that vacated. Staff are holding weekly meetings with FPI. Leasing is ongoing and is expected to improve in 2024.
- Tenant Revenue is \$1,246,192 and Subsidy Revenue is \$680,024.
- Tenant Accounts receivable are \$294,796. Nonpayment is being actively addressed.
- Operating Expenses are \$718,447, which is 24% (224,937) lower than budget due to the per unit expenses being materially lower than the rest of the portfolio. The size of the property and age of construction contribute significantly to the lower per unit costs. Please anticipate expenses to stabilize with the budget in 2024.
- Net Operating Income is \$936,976, which is 4% (\$42,794) lower than budget due to increasing accounts receivable and lower occupancy.
- Replacement Reserve deposit requirement is \$55,200 annually.
- Mandatory hard debt service is \$724,692.



- Total Net Cash Flow is \$157,084 which is \$42,794 under budget.
- DSCR is 1.22x. AHA will continue to monitor this property closely due to the low DSCR.

Overall, the portfolio is performing strongly and AHA has established watch lists with FPI and JSCO to address issues stemming from moratoriums put in place during the pandemic. As these moratoriums are peeled back, AHA is working creatively with LifeSteps, legal, and FPI to create payment plans and keep our units occupied and in good standing. All the assets are able to fulfill mandatory hard debt service and deposit reserves with a debt service coverage ratio averaging at 3.3x, ranging from 1.17 to 3.69. Also, all assets produce surplus cash/residual receipts for distribution. Reserve balances are attached.

FISCAL IMPACT

None

CEQA

N/A

RECOMMENDATION

Accept the LIHTC Portfolio Asset Management Fiscal Year to Date Financial Report through the Month of December 2023.

ATTACHMENTS

1. AHA LIHTC Q4 2023
2. LIHTC Q4 Quarterly Reports

Respectfully submitted,
Trevor Jones
Trevor Jones, Asset Manager

LIHTC Q4 2023 REPORT

Income is on a Cash Basis
Expenses are on an Accrual Basis

TREVOR JONES
ASSET MANAGER

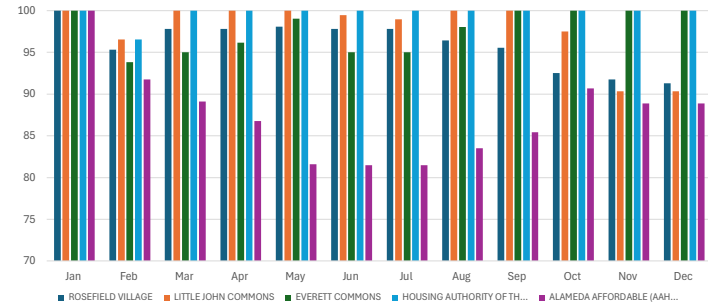


www.alamedahsg.org



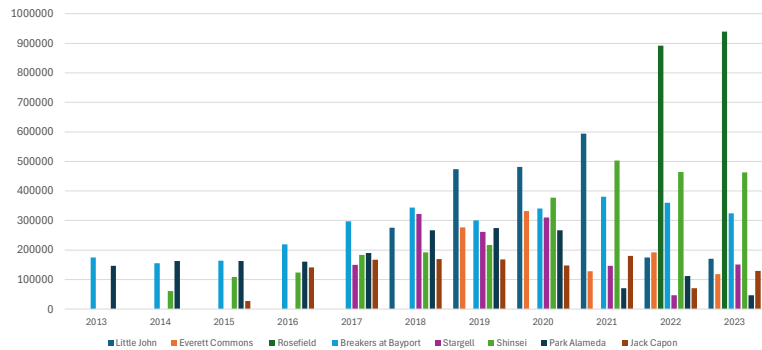
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Occupancy



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Operating Cash

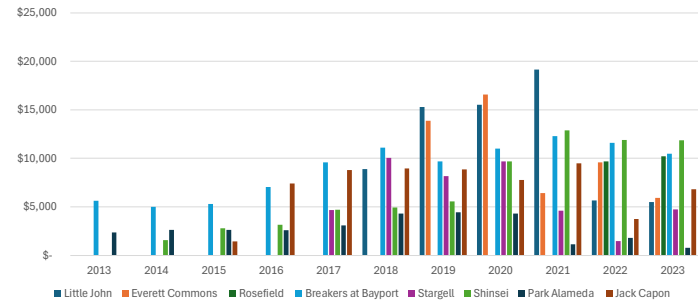


www.alamedahsg.org



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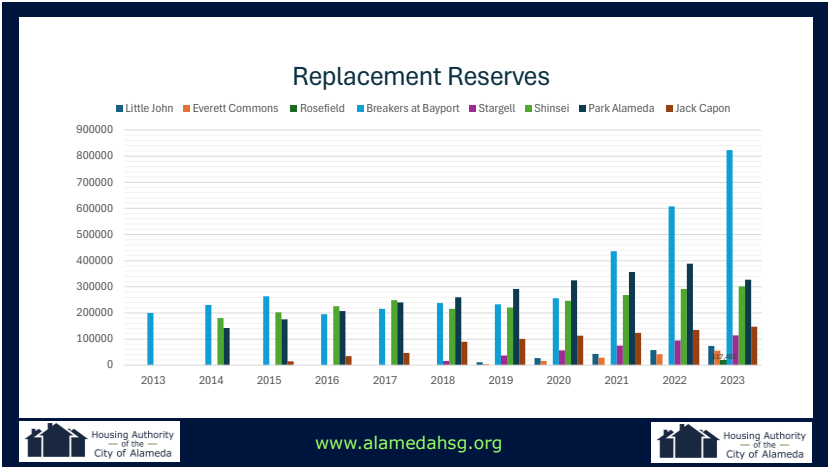
Operating Cash
(per unit)



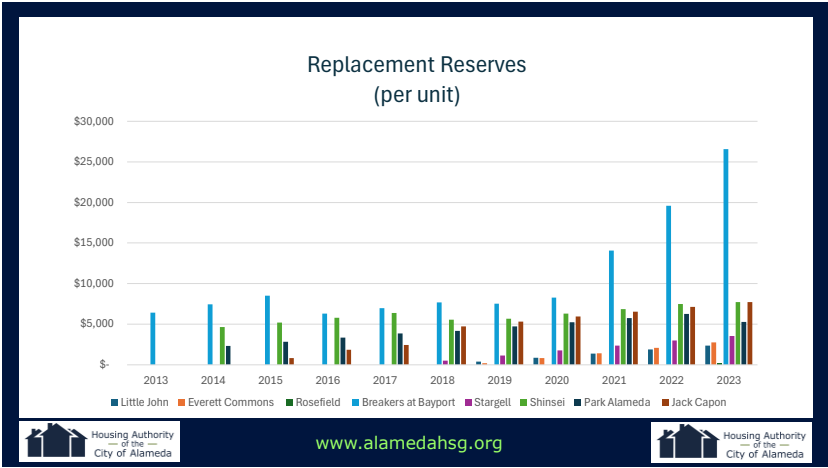
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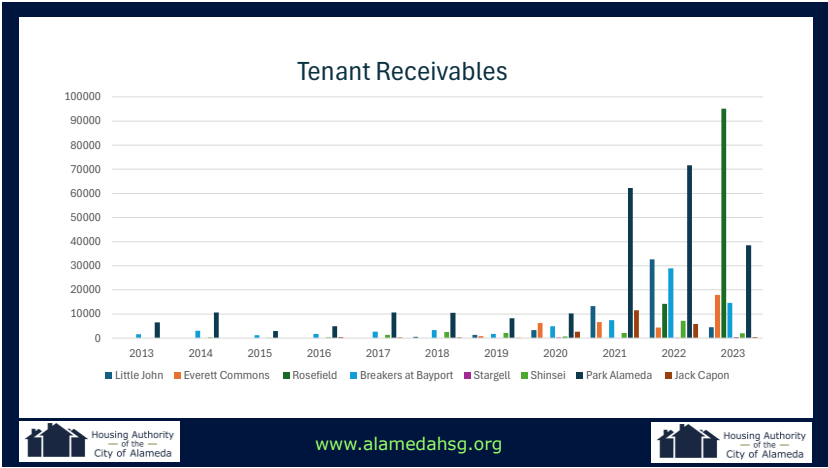
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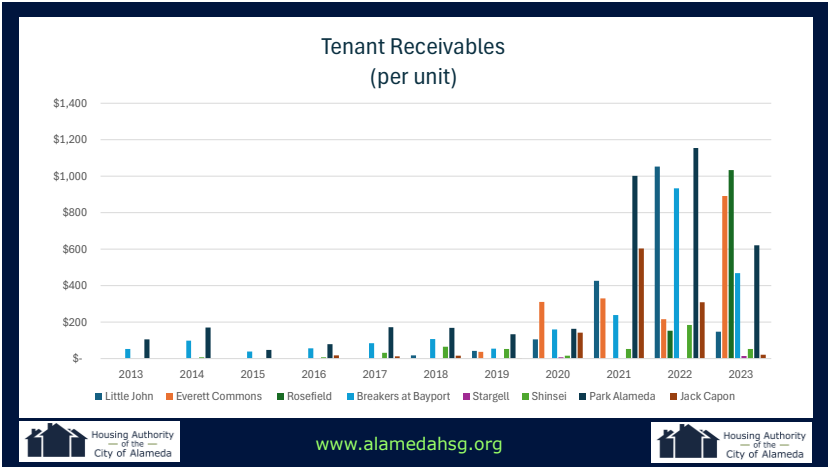
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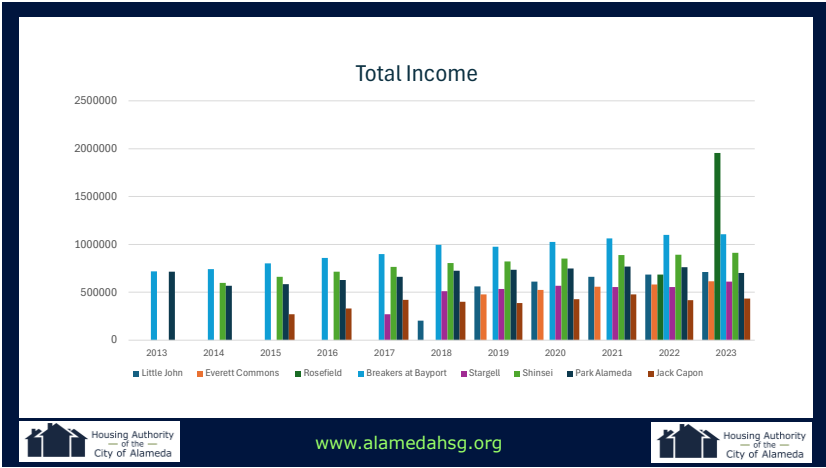
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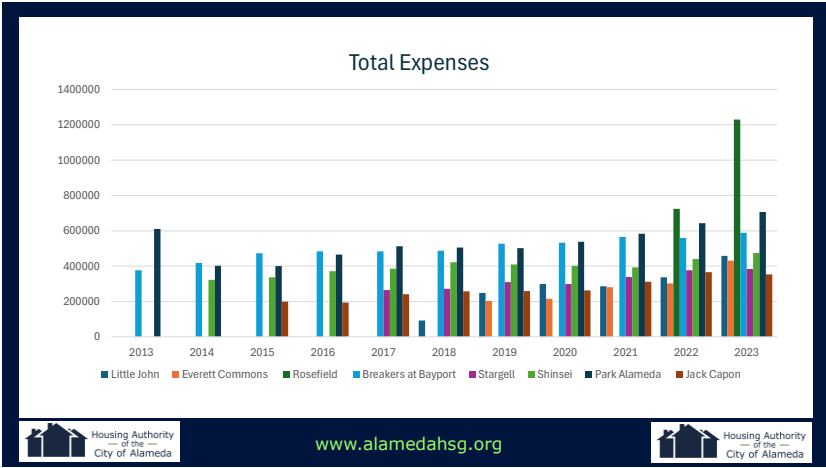
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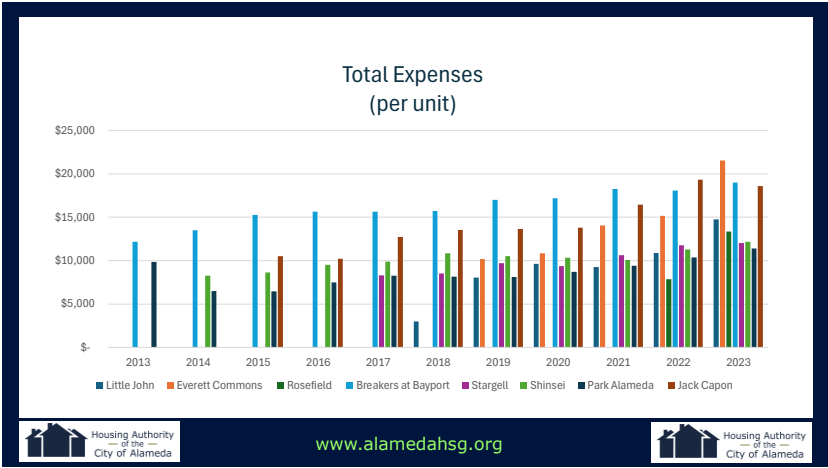
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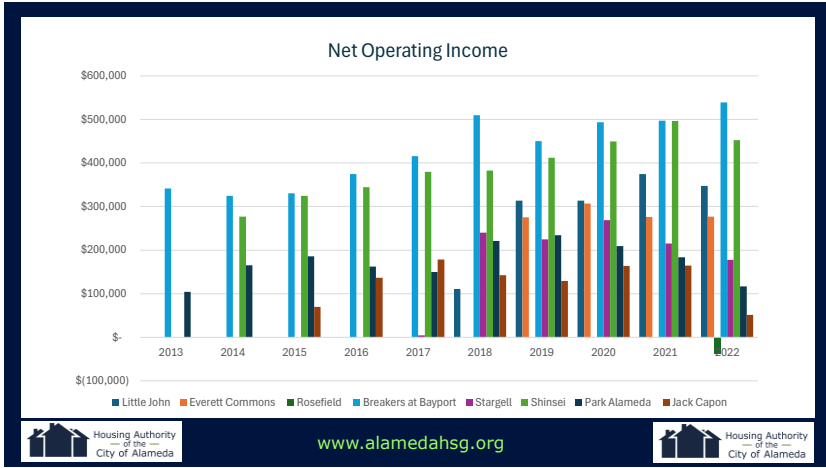
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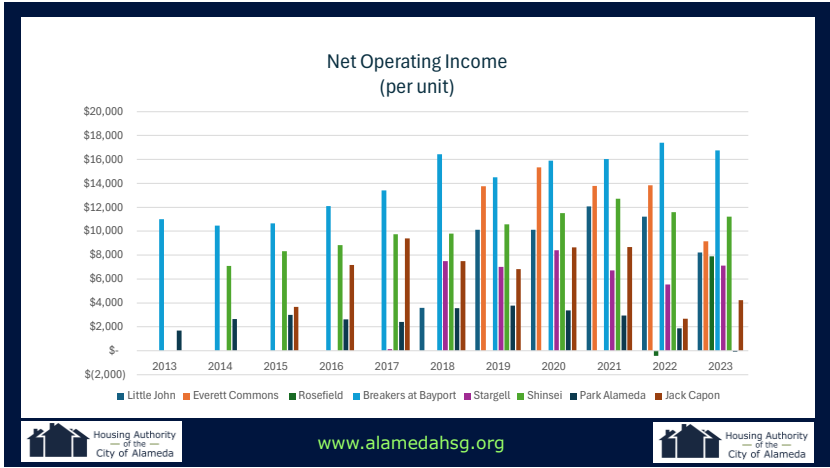
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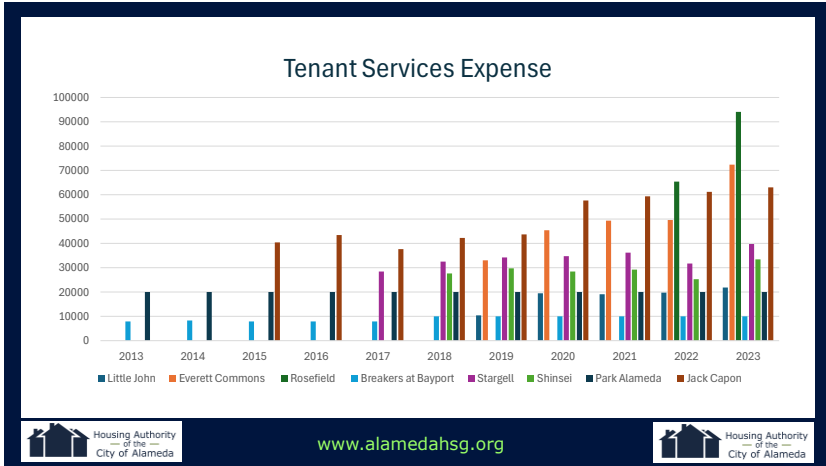
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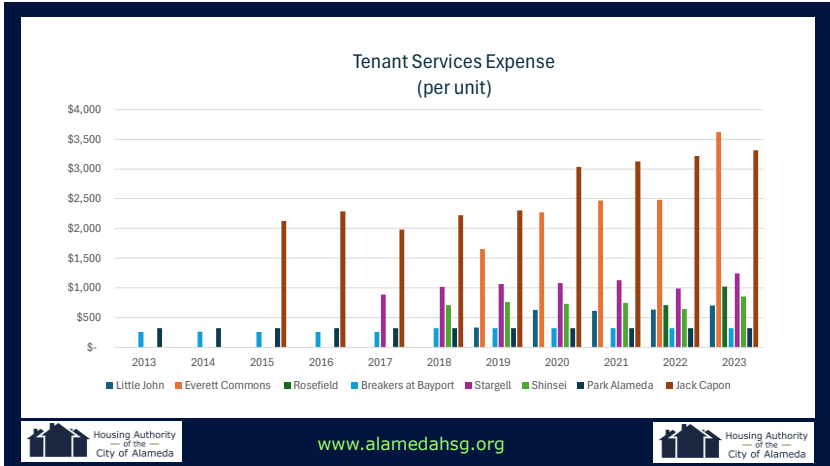
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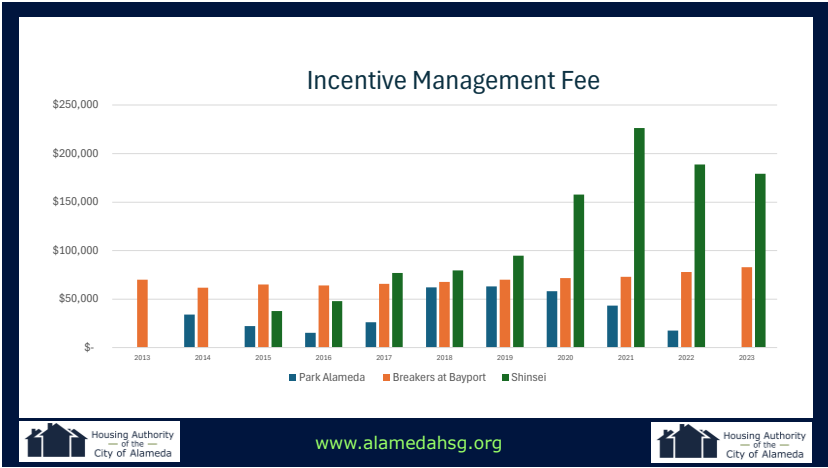
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Breakers at Bayport

	Actual	Budget	Difference (\$)	Difference (%)	PUPY
Rental Revenue	\$ 586,078	\$ 564,580	\$ 21,498	4%	\$ 18,906
Subsidy Revenue	\$ 533,082	\$ 552,132	\$ (19,050)	-3%	\$ 17,196
Vacancy Loss	\$ (6,682)	\$ (18,836)	\$ 12,154	-65%	\$ (216)
Other Income	\$ 3,420	\$ 130	\$ 3,290	2531%	\$ 110
Total Operating Revenue	\$ 1,115,898	\$ 1,098,006	\$ 17,892	2%	\$ 35,997
Administrative Expenses	\$ 187,857	\$ 177,656	\$ (10,201)	-6%	\$ 6,060
Utilities Expense	\$ 93,786	\$ 98,949	\$ 5,163	5%	\$ 3,025
Operating and Maintenance	\$ 189,617	\$ 193,060	\$ 3,443	2%	\$ 6,117
Taxes and Insurance	\$ 106,541	\$ 114,963	\$ 8,422	7%	\$ 3,437
Resident Services	\$ 10,489	\$ 10,200	\$ (289)	-3%	\$ 338
Total Operating Expenses	\$ 588,290	\$ 594,828	\$ 6,538	1%	\$ 18,977
Net Operating Income	\$ 527,608	\$ 503,178	\$ 24,430	5%	\$ 17,020
Replacement Reserves	\$ 15,500				
Debt Service	\$ 139,152				
Net Cash Flow	\$ 372,956	\$ 348,526	\$ 24,430	7%	\$ 12,031
Debt Service Coverage Ratio	3.68	3.50			
Operating Expense PUPY	\$ 18,977	\$ 19,188			
Operating Expense PUPM	\$ 1,581	\$ 1,599			
Number of Units	31				
Months In YTD	12				

Shinsei Gardens

	Actual	Budget	Difference (\$)	Difference (%)	PUPY
Rental Revenue	\$ 399,095	\$ 405,096	\$ (6,001)	-1%	\$ 10,233
Subsidy Revenue	\$ 554,815	\$ 525,252	\$ 29,563	6%	\$ 14,226
Vacancy Loss	\$ (56,052)	\$ (12,241)	\$ (43,811)	358%	\$ (1,437)
Financial Revenue	\$ 9,015	\$ 1,432	\$ 7,583	N/A	\$ 231
Other Income	\$ 4,842	\$ 4,450	\$ 392	9%	\$ 124
Total Operating Revenue	\$ 911,715	\$ 923,989	\$ (12,274)	-1%	\$ 23,377
Administrative Expenses	\$ 146,480	\$ 128,780	\$ (17,700)	-14%	\$ 3,756
Utilities Expense	\$ 65,677	\$ 70,329	\$ 4,652	7%	\$ 1,684
Operating and Maintenance	\$ 143,942	\$ 124,111	\$ (19,831)	-16%	\$ 3,691
Taxes and Insurance	\$ 74,286	\$ 75,506	\$ 1,220	2%	\$ 1,905
Resident Services	\$ 30,994	\$ 34,314	\$ 3,320	10%	\$ 795
Total Operating Expenses	\$ 461,379	\$ 433,040	\$ (28,339)	-7%	\$ 11,830
Net Operating Income	\$ 450,336	\$ 490,949	\$ (40,613)	-8%	\$ 11,547
Replacement Reserves	\$ 23,400				
Debt Service	None				
Net Cash Flow	\$ 426,936	\$ 467,549	\$ (40,613)	-9%	\$ 10,947
Debt Service Coverage Ratio	None	None			
Operating Expense PUPY	\$ 11,830	\$ 11,104			
Operating Expense PUPM	\$ 986	\$ 925			
Number of Units	39				
Months In YTD	12				

Park Alameda

	Actual	Budget	Difference (\$)	Difference (%)	PUPY
Rental Revenue	\$ 503,506	\$ 445,692	\$ 57,814	13%	\$ 8,121
Subsidy Revenue	\$ 339,348	\$ 363,360	\$ (24,012)	-7%	\$ 5,473
Vacancy Loss	\$ (74,777)	\$ (20,675)	\$ (54,102)	262%	\$ (1,206)
Other Income	\$ 6,949	\$ 3,000	\$ 3,949	132%	\$ 112
Total Operating Revenue	\$ 775,026	\$ 791,377	\$ (16,351)	-2%	\$ 12,500
Administrative Expenses	\$ 303,677	\$ 194,969	\$ (108,708)	-56%	\$ 4,898
Utilities Expense	\$ 81,142	\$ 88,246	\$ 7,104	8%	\$ 1,309
Operating and Maintenance	\$ 215,801	\$ 157,111	\$ (58,690)	-37%	\$ 3,481
Taxes and Insurance	\$ 111,969	\$ 109,608	\$ (2,361)	-2%	\$ 1,806
Resident Services	\$ 73,398	\$ 67,977	\$ (5,421)	-8%	\$ 1,184
Total Operating Expenses	\$ 785,987	\$ 617,911	\$ (168,076)	-27%	\$ 12,677
Net Operating Income	\$ (10,961)	\$ 173,466	\$ 184,427	106%	\$ (177)
Replacement Reserves	\$ 31,930				
Debt Service	None				
Net Cash Flow	\$ (42,891)	\$ 141,536	\$ (184,427)	-130%	\$ (692)
Debt Service Coverage Ratio	None	None			
Operating Expense PUPY	\$ 12,677	\$ 9,966			
Operating Expense PUPM	\$ 1,056	\$ 831			
Number of Units	62				
Months In YTD	12				

Jack Capon Village

	Actual	Budget	Difference (\$)	Difference (%)	PUPY
Rental Revenue	\$ 139,729	\$ 102,108	\$ 37,621	37%	\$ 7,354
Subsidy Revenue	\$ 333,551	\$ 368,100	\$ (34,549)	-9%	\$ 17,555
Vacancy Loss	\$ (43,441)	\$ (14,106)	\$ (29,335)	208%	\$ (2,286)
Other Income	\$ 3,124	\$ 1,648	\$ 1,476	90%	\$ 164
Total Operating Revenue	\$ 433,275	\$ 457,785	\$ (24,510)	-5%	\$ 22,804
Administrative Expenses	\$ 103,628	\$ 105,025	\$ 1,397	1%	\$ 5,454
Utilities Expense	\$ 28,188	\$ 36,884	\$ 8,696	24%	\$ 1,484
Operating and Maintenance	\$ 114,823	\$ 148,152	\$ 33,329	22%	\$ 6,043
Taxes and Insurance	\$ 29,304	\$ 39,050	\$ 9,746	25%	\$ 1,542
Resident Services	\$ 62,980	\$ 71,079	\$ 8,099	11%	\$ 3,315
Total Operating Expenses	\$ 338,923	\$ 400,190	\$ 61,267	15%	\$ 17,838
Net Operating Income	\$ 94,352	\$ 57,595	\$ 36,757	64%	\$ 4,966
Replacement Reserves	\$ 11,400				
Debt Service	\$ 28,632				
Net Cash Flow	\$ 54,320	\$ 17,563	\$ 36,757	209%	\$ 2,859
Debt Service Coverage Ratio	2.90	1.61			
Operating Expense PUPY	\$ 17,838	\$ 21,063			
Operating Expense PUPM	\$ 1,487	\$ 1,755			
Number of Units	19				
Months In YTD	12				

Little John

	Actual	Budget	Difference (\$)	Difference (%)	PUPY
Rental Revenue	\$ 149,403	\$ 148,854	\$ 549	0%	\$ 4,819
Subsidy Revenue	\$ 580,857	\$ 551,922	\$ 28,935	5%	\$ 18,737
Vacancy Loss	\$ (6,247)	\$ (14,016)	\$ 7,769	-55%	\$ (202)
Accrued Accounts Receivable	\$ (36,892)	\$ -	\$ (36,892)	NA	\$ (1,190)
Other Income	\$ (23,349)	\$ (24,707)	\$ 1,358	-5%	\$ (753)
Total Operating Revenue	\$ 663,772	\$ 662,053	\$ 1,719	0%	\$ 21,412
Administrative Expenses	\$ 123,876	\$ 105,296	\$ (18,580)	-18%	\$ 3,996
Utilities Expense	\$ 52,980	\$ 52,495	\$ (485)	-1%	\$ 1,709
Operating and Maintenance	\$ 83,148	\$ 83,760	\$ 612	1%	\$ 2,682
Taxes and Insurance	\$ 47,252	\$ 69,077	\$ 21,825	32%	\$ 1,524
Resident Services	\$ 20,857	\$ 23,279	\$ 2,422	10%	\$ 673
Total Operating Expenses	\$ 328,113	\$ 333,907	\$ 5,794	2%	\$ 10,584
Net Operating Income	\$ 335,659	\$ 328,146	\$ 7,513	2%	\$ 10,828
Replacement Reserves	\$ 15,500				
Debt Service	\$ 236,508				
Net Cash Flow	\$ 83,651	\$ 76,138	\$ 7,513	10%	\$ 2,698
Debt Service Coverage Ratio	1.35	1.32			
Operating Expense PUPY	\$ 10,584	\$ 10,771			
Operating Expense PUPM	\$ 882	\$ 898			
Number of Units	31				
Months In YTD	12				

Stargell Commons

	Actual	Budget	Difference (\$)	Difference (%)	PUPY
Rental Revenue	\$ 372,479	\$ 347,084	\$ 25,395	7%	\$ 11,640
Subsidy Revenue	\$ 233,570	\$ 238,958	\$ (5,388)	-2%	\$ 7,299
Vacancy Loss	\$ (6,235)	\$ (16,045)	\$ 9,810	-61%	\$ (195)
Other Income	\$ 10,675	\$ 5,793	\$ 4,882	84%	\$ 334
Total Operating Revenue	\$ 610,489	\$ 575,790	\$ 34,699	6%	\$ 19,078
Administrative Expenses	\$ 126,736	\$ 118,393	\$ (8,343)	-7%	\$ 3,961
Utilities Expense	\$ 52,823	\$ 55,216	\$ 2,393	4%	\$ 1,651
Operating and Maintenance	\$ 98,081	\$ 108,570	\$ 10,489	10%	\$ 3,065
Taxes and Insurance	\$ 63,575	\$ 73,808	\$ 10,233	14%	\$ 1,987
Resident Services	\$ 36,900	\$ 40,996	\$ 4,096	10%	\$ 1,153
Total Operating Expenses	\$ 378,115	\$ 396,983	\$ 18,868	5%	\$ 11,816
Net Operating Income	\$ 232,374	\$ 178,807	\$ 53,567	30%	\$ 7,262
Replacement Reserves	\$ 19,200				
Debt Service	\$ 69,156				
Net Cash Flow	\$ 144,018	\$ 90,451	\$ 53,567	59%	\$ 4,501
Debt Service Coverage Ratio	3.08	2.31			
Operating Expense PUPY	\$ 11,816	\$ 12,406			92208
Operating Expense PUPM	\$ 985	\$ 1,034			
Number of Units	32				
Months In YTD	12				

Everett Commons

	Actual	Budget	Difference (\$)	Difference (%)	PUPY
Rental Revenue	\$ 138,962	\$ 126,360	\$ 12,602	10%	\$ 6,948
Subsidy Revenue	\$ 443,256	\$ 458,868	\$ (15,612)	-3%	\$ 22,163
Vacancy Loss	\$ (14,527)	\$ (16,093)	\$ 1,566	-10%	\$ (726)
Other Gain/Loss	\$ 9,606	\$ 1	\$ 9,605	NA	\$ 480
Other Income	\$ (24,493)	\$ (26,774)	\$ 2,281	-9%	\$ (1,225)
Total Operating Revenue	\$ 552,804	\$ 542,360	\$ 10,444	2%	\$ 27,640
Administrative Expenses	\$ 53,994	\$ 73,869	\$ 19,875	27%	\$ 2,700
Utilities Expense	\$ 60,380	\$ 42,017	\$ (18,363)	-44%	\$ 3,019
Operating and Maintenance	\$ 75,443	\$ 53,073	\$ (22,370)	-42%	\$ 3,772
Taxes and Insurance	\$ 35,489	\$ 51,884	\$ 16,395	32%	\$ 1,774
Resident Services	\$ 49,083	\$ 49,083	\$ -	0%	\$ 2,454
Total Operating Expenses	\$ 274,389	\$ 269,926	\$ (4,463)	-2%	\$ 13,719
Net Operating Income	\$ 278,415	\$ 272,434	\$ 5,981	2%	\$ 13,921
Replacement Reserves	\$ 13,506				
Debt Service	\$ 215,916				
Net Cash Flow	\$ 48,993	\$ 43,012	\$ 5,981	14%	\$ 2,450
Debt Service Coverage Ratio	1.23	1.20			
Operating Expense PUPY	\$ 13,719	\$ 13,496			
Operating Expense PUPM	\$ 1,143	\$ 1,125			
Number of Units	20				
Months In YTD	12				

Rosefield

	Actual	Budget	Difference (\$)	Difference (%)	PUPY
Rental Revenue	\$ 1,246,192	\$ 924,576	\$ 321,616	35%	\$ 13,546
Subsidy Revenue	\$ 680,024	\$ 1,058,352	\$ (378,328)	-36%	\$ 7,392
Vacancy Loss	\$ (86,552)	\$ (36,354)	\$ (50,198)	138%	\$ (941)
Accrued Accounts Receivable	\$ (150,610)	\$ -	\$ (150,610)	NA	\$ (1,637)
Other Income	\$ (33,631)	\$ (23,420)	\$ (10,211)	44%	\$ (366)
Total Operating Revenue	\$ 1,655,423	\$ 1,923,154	\$ (267,731)	-14%	\$ 17,994
Administrative Expenses	\$ 215,407	\$ 251,485	\$ 36,078	14%	\$ 2,341
Utilities Expense	\$ 168,781	\$ 256,778	\$ 87,997	34%	\$ 1,835
Operating and Maintenance	\$ 107,147	\$ 112,206	\$ 5,059	5%	\$ 1,165
Taxes and Insurance	\$ 133,412	\$ 193,915	\$ 60,503	31%	\$ 1,450
Resident Services	\$ 93,700	\$ 129,000	\$ 35,300	27%	\$ 1,018
Total Operating Expenses	\$ 718,447	\$ 943,384	\$ 224,937	24%	\$ 7,809
Net Operating Income	\$ 936,976	\$ 979,770	\$ (42,794)	-4%	\$ 10,185
Replacement Reserves	\$ 55,200				
Debt Service	\$ 724,692				
Net Cash Flow	\$ 157,084	\$ 199,878	\$ (42,794)	-21%	\$ 1,707
Debt Service Coverage Ratio	1.22	1.28			
Operating Expense PUPY	\$ 7,809	\$ 10,254			
Operating Expense PUPM	\$ 651	\$ 855			
Number of Units	92				
Months In YTD	12				

**ISLAND CITY DEVELOPMENT**

Fax (510) 522-7848 | TTY/TRS 711

To: Board of Directors
Island City Development

From: Jenny Wong, Senior Project Manager

Date: April 17, 2024

Re: Ratify a Contract Not To Exceed \$26,398,006.72 with J.H. Fitzmaurice for General Contractor Services for The Estuary I, Ratify a Contract Not To Exceed \$31,305,183.75 with J.H. Fitzmaurice for General Contractor Services for Linnet Corner, Ratify the Trifurcated Consultant Services Contracts Not To Exceed a Combined Total of \$2,385,027.00 with HKIT Architects, Ratify the Trifurcated Consultant Services Contracts Not To Exceed a Combined Total of \$254,060.00 with Carlson, Barbee, and Gibson, Inc. for Civil Engineering Services, and Ratify Consultant Services Contracts Not To Exceed a Combined Total of \$204,961 with CONCORE Development Group, Inc. for Construction Management Services for the North Housing Block A Projects.

BACKGROUND

The following related contracts are brought for ratification because they exceed, or in combination with all three buildings, exceed the President's financial authority. The construction and design contracts were previously authorized in Board action in December 2023 and January 2024, but are now presented as executed documents. The Construction Manager contracts do not individually exceed the President's authority and were executed, but are brought forward because in total, they exceed the President's financial authority.

DISCUSSION

The Estuary I partnership entity is Lakehurst and Mosley LP.
The Estuary II partnership entity is Mosley and Mabuhay LP.
Linnet Corner partnership entity is Mabuhay and Lakehurst LP.

Ratify HKIT Contracts

HKIT Architects (HKIT) is the Architect of Record for North Housing Block A, the first phase of the larger 12-acre North Housing Redevelopment project. The original design contract was with ICD. In December 2023, the ICD Board of Directors approved the request to split the ICD contract into three (one for each legal entity) and approved the overall contract amount. The contract trifurcation resulted in one contract between HKIT and each of the three Partnerships for architectural design services from schematic design, design development, construction documents, permit processing, bidding, and construction administration. The value of all services completed and costs expended is retained in the new contracts.



The executed Architect's contracts not-to-exceed amounts are \$775,911.00 for The Estuary I, \$775,911.00 for The Estuary II, and \$775,911.00 for Linnet Corner, including all expenses. HKIT Contracts for The Estuary I, The Estuary II, and Linnet Corner are included as Attachment 1, Attachment 2, and Attachment 3, respectively.

Ratify CBG Contracts

Carlson, Barbee, and Gibson, Inc. (CBG) is the Civil Engineer, including the offsite street improvements at North Housing Block A. The original contract was with ICD.

In December 2023, the ICD Board of Directors approved the request to split the ICD contract into three (one for each legal entity) and approved the overall contract amount. In January 2024, the Board approved an increase to the contract amount for additional costs related to the survey services required by the lenders, building permit requirements, and Reciprocal Easement Agreement. Similar to the HKIT contracts, the contract trifurcation resulted in one contract between CBG and each of the three Partnerships for civil engineering services. The value of all services completed and costs expended is retained in the new contracts.

The executed Civil Engineering contracts not-to-exceed amounts are \$89,685.00 for The Estuary I, \$87,835.00 for The Estuary II, and \$87,190.00 for Linnet Corner, including all expenses. CBG Contracts for The Estuary I, The Estuary II, and Linnet Corner are included as Attachment 4, Attachment 5, and Attachment 6, respectively.

Ratify JHF Contracts

J.H. Fitzmaurice (JHF) is the General Contractor. JHF competitively bid the construction of the Block A projects in July 2023. Their final Schedule of Values covers anticipated construction costs, including but not limited to materials, labor, insurance, administrative, and other contractor or subcontractor costs. The ICD Board of Directors approved the JHF General Contractor contracts on December 2023 for The Estuary I and on January 2024 for Linnet Corner and the contracts were subsequently executed.

The executed JHF General Contractor contracts not-to-exceed amounts are \$24,898,006.72 for The Estuary I and \$29,561,506.75 for Linnet Corner. JHF Contracts for The Estuary I and Linnet Corner are included as Attachment 7 and Attachment 8, respectively.

Ratify Concore Contracts

In February 2024, the ICD Board of Directors approved Concore to provide Construction Manager Services for the Block A projects. The total cost for all three projects is \$300,000, including contingency. The executed Construction Management contracts not-to-exceed amounts are \$78,771.00 for The Estuary I and \$86,190.00 for Linnet Corner, including all expenses. JHF Contracts for The Estuary I and Linnet Corner are included as Attachment 9 and Attachment 10, respectively. The Estuary II contract will be brought back to the Board for ratification in late 2024.

FISCAL IMPACT

All three North Housing Block A projects have sufficient permanent or predevelopment funding to cover architectural, engineering, general contractor, and construction manager costs for their respective projects and contract amounts discussed previously are within the budget of each project.

CEQA



RECOMMENDATION

Ratify a Contract Not To Exceed \$26,398,006.72 with J.H. Fitzmaurice for General Contractor Services for The Estuary I, Ratify a Contract Not To Exceed \$31,305,183.75 with J.H. Fitzmaurice for General Contractor Services for Linnet Corner, Ratify the Trifurcated Consultant Services Contracts Not To Exceed a Combined Total of \$2,385,027.00 with HKIT Architects, Ratify the Trifurcated Consultant Services Contracts Not To Exceed a Combined Total of \$254,060.00 with Carlson, Barbee, and Gibson, Inc. for Civil Engineering Services, and Ratify Consultant Services Contracts Not To Exceed a Combined Total of \$204,961 with CONCORE Development Group, Inc. for Construction Management Services for the North Housing Block A Projects.

ATTACHMENTS

1. Att1_HKIT Contract_The Estuary I
2. Att2_HKIT Contract_The Estuary II
3. Att3_HKIT Contract_Linnet Corner
4. Att4_CBG Contract_The Estuary I
5. Att5_CBG Contract_The Estuary II
6. Att6_CBG Contract_Linnet Corner
7. Att7_JHF GC Contract_The Estuary I
8. Att8_Concore Contract_The Estuary I
9. Att9_JHF GC Contract_Linnet Corner
10. Att10_Concore Contract_Linnet Corner

Respectfully submitted,



Jenny Wong, Senior Project Manager

AMENDED AND SUPERSEDED CONSULTANT SERVICES CONTRACT

THIS AMENDED AND SUPERSEDED CONSULTANT SERVICES CONTRACT ("Agreement"), entered into this 4th day of January, 2024 ("Effective Date"), by and between LAKEHURST AND MOSLEY LP, a California limited partnership (hereinafter referred to as "LAKEHURST LP"), and HKIT ARCHITECTS, a California corporation whose address is 538 Ninth Street, Suite 240, Oakland, CA 94607, (hereinafter referred to as "Consultant"), is made with reference to the following:

RECITALS:

A. LAKEHURST LP is a California limited partnership affiliated with Island City Development ("ICD") and the Housing Authority of the City of Alameda ("AHA") and is duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.

B. LAKEHURST LP has determined that it requires professional services for Architectural and Engineering Services for The Estuary I, also referred to as North Housing PSH I ("Project"), as described further in Paragraph 2 of this Agreement.

C. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

D. Consultant represents that it possesses the skill, experience, ability, background, applicable certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

E. Consultant has provided services related to the Project under the Consultant Services Contract between ICD and Consultant dated September 1st, 2021 and Amendment No.1 dated November 18, 2021 (collectively "Former Contracts"). The not to exceed amount of the Former Contracts is one million seven hundred seventy-seven thousand six hundred dollars and zero cents (\$1,777,600.00). The value of the services associated with the Project is five hundred ninety two thousand five hundred thirty three dollars and thirty three cents (\$592,533.33), which is equivalent to one-third of the total Former Contracts costs.

F. LAKEHURST LP and Consultant desire to enter into an agreement to provide the subject services as discussed in more detail below.

G. Consultant, under the Former Contracts, has completed services valued at one million three hundred ninety five thousand six hundred thirty dollars and zero cents (\$1,395,630) and has received full compensation from ICD for said value. LAKEHURST LP agrees to purchase a third of the services or products completed by the Consultant in accordance with the Former Contracts, including all documents, reports, plans, and other deliverables prepared by the Consultant as well as all rights and responsibilities from the Former Contracts, from ICD. The value of the services to be purchased by LAKEHURST LP and credited to this Agreement is four hundred sixty five thousand two hundred ten dollars and zero cents (\$465,210, "Credited Amount").

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. **TERM.**

The term of this Agreement shall commence on the Effective Date and end on December 31, 2026, unless extended, as discussed herein, or terminated earlier as provided in Paragraph 20 below ("Term"). The parties may choose by mutual agreement to extend the term of this Agreement for up to a maximum of 5 years and shall do so by executing a written amendment to the Agreement. All indemnification, defense, and hold harmless provisions in this Agreement shall survive the termination of this Agreement.

2. **SERVICES TO BE PERFORMED.**

2.1 Consultant has provided or shall provide the following services to LAKEHURST LP, those services outlined and specified in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference, all at the not to exceed fee stated in Paragraph 3 below. In the event of any inconsistencies between this Agreement's exhibits and this Agreement, the terms of this Agreement shall govern.

2.2 Consultant represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement, and LAKEHURST LP relies upon this representation. Consultant shall perform to the satisfaction of LAKEHURST LP, and Consultant shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant further represents and warrants to LAKEHURST LP that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice its profession. Consultant further represents that it shall keep all such licenses and approvals in effect during the Term of this Agreement.

2.3 Consultant affirms that it is fully apprised of all of the work previously completed and to be performed under this Agreement; and Consultant agrees it can properly perform this work for the fee stated in Paragraph 3. Consultant shall not perform services or provide products that are not set forth in this Agreement, unless by prior written request of LAKEHURST LP.

2.4 Consultant agrees that it has performed and has been fully compensated for services as indicated in Exhibit A and will continue to perform all remaining services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by LAKEHURST LP nor have any contractual relationship with LAKEHURST LP.

2.5 Acceptance by LAKEHURST LP of Consultant's performance, or portion thereof, under this Agreement does not operate as a release of Consultant's responsibility for full compliance with the terms of this Agreement.

CONSULTANT SERVICES CONTRACT

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2.6 Acceptance by LAKEHURST LP of this Agreement does not guarantee further work on the North Housing Block A Development.

3. **COMPENSATION TO CONSULTANT.**

3.1 LAKEHURST LP shall pay the Consultant for services performed, products provided and expenses incurred for the Scope of Services defined in Exhibit A, and according to the Fee Schedule set forth in Exhibit B. Maximum payment by LAKEHURST LP to Consultant for the services provided herein shall not exceed seven hundred seventy five thousand nine hundred eleven dollars and zero cents (\$775,911.00), including all expenses ("Contracted Amount"). The Contracted Amount includes a value of services already completed and credited to this Agreement equivalent to four hundred sixty five thousand two hundred ten dollars and zero cents (\$465,210.00, "Credited Amount"). The remaining balance of the Contracted Amount to be paid upon completion of outstanding services is three hundred ten thousand seven hundred one dollars and zero cents (\$310,701.00). LAKEHURST LP shall not be responsible for any fees or costs incurred above or beyond the aforementioned Contracted Amount and LAKEHURST LP shall have no obligation to purchase any specified amount of services or products, unless agreed to in writing by LAKEHURST LP pursuant to Paragraph 4 below. Consultant shall invoice LAKEHURST LP for the services to be performed pursuant to the Scope of Services attached hereto as Exhibits A at the rates, inclusive of all taxes, insurance, benefits, wages, profit, overhead, and every other personnel cost borne by Consultant, set forth in the Scope of Services attached hereto as Exhibits A provided, however, in no event shall any and all costs paid under this Agreement exceed the Contracted Amount.

3.2 CONSULTANT shall be paid only in accordance with an invoice submitted to LAKEHURST LP by Consultant. CONSULTANT agrees that they have been previously paid for services equivalent to the Credited Amount under this contract and is not entitled to receive any further compensation for those items billed and paid under the Former Contracts and credited to this Agreement. Each month Consultant shall furnish to LAKEHURST LP an original invoice in duplicate, using LAKEHURST LP's template, or in a format acceptable to LAKEHURST LP, for all work performed and expenses incurred during the preceding month. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice LAKEHURST LP for any duplicate services performed by more than one person.

LAKEHURST LP shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by LAKEHURST LP, LAKEHURST LP shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to Consultant only after services have been rendered or delivery of materials or products, and acceptance has been made by LAKEHURST LP. Consultant shall prepare and submit such invoices in duplicate. For this Agreement, Consultant shall send the original and duplicate copies of invoices to:

Lakehurst and Mosley LP
701 Atlantic Avenue
Alameda, CA 94501-2161
ATTN: Jenny Wong, Senior Project Manager
(510) 747-4366

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Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; itemization of the description of the work performed (hourly rate and extensions, if applicable), the date of performance, the associated time for completion; and an invoice total. In the event any charges or expenses are disputed by LAKEHURST LP, the original invoice shall be returned by LAKEHURST LP to Consultant for correction and resubmission. Review and payment by LAKEHURST LP for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

4. **Alteration or Changes to the Agreement.**

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No additional services shall be performed by Consultant without a written amendment to this Agreement.

Consultant understands that LAKEHURST LP and ICD's Board of Directors, President, or designee, within their delegated authority, are the only authorized representatives ("Estuary I Representative") who may at any time, by written order, make any alterations within the general scope of this Agreement.

5. **INSPECTION OF SERVICES.**

All services performed pursuant to this Agreement shall be subject to inspection and approval by LAKEHURST LP. Consultant shall cooperate with the Estuary I Representative to permit him/her to determine Consultant's conformity with the terms of this Agreement. If any services performed or products provided by Consultant are not in conformance with the terms of this Agreement, LAKEHURST LP shall have the right to require Consultant to perform the services or provide the products in conformance with the terms of this Agreement at no additional cost to LAKEHURST LP. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, LAKEHURST LP shall have the right to: (1) require Consultant immediately to take all necessary steps to ensure future performance in conformity with the terms of this Agreement; and/or (2) if applicable, reduce the Contracted Amount to reflect the reduced value of the services performed or products provided. LAKEHURST LP may also terminate this Agreement for default and charge to Consultant any costs incurred by LAKEHURST LP because of Consultant's failure to perform.

Consultant shall establish adequate procedures for self-monitoring to ensure proper performance under this Agreement; and shall permit the Estuary I Representative to monitor, assess or evaluate Consultant's performance under this Agreement at any time upon reasonable notice to Consultant.

6. **TIME IS OF THE ESSENCE.**

CONSULTANT SERVICES CONTRACT

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Consultant and LAKEHURST LP agree that time is of the essence regarding the performance of this Agreement.

7. **INDEPENDENT CONTRACTOR.**

The Consultant is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of LAKEHURST LP or its affiliates. It is expressly understood and agreed that the Consultant (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which LAKEHURST LP or its affiliates' employees are entitled, including but not limited to overtime, any retirement benefits, injury leave or unemployment insurance, workers' compensation coverage, vacation, and/or sick leave. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No right of employment will be acquired by virtue of Consultant's services hereunder. There shall be no employer-employee relationship between the parties; and Consultant shall hold LAKEHURST LP and its affiliates harmless from any and all claims that may be made against LAKEHURST LP or its affiliates based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that Consultant in the performance of this Agreement is subject to the control or direction of LAKEHURST LP merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

LAKEHURST LP and Consultant agree that during the term of this Agreement and for a period of one year after termination, the parties shall not solicit for employment, hire, or retain, whether as an employee or independent contractor, any person who is or has been employed by the other without written agreement by the other party.

8. **IMMIGRATION REFORM AND CONTROL ACT (IRCA).**

Consultant assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal or state rules and regulations. Consultant shall indemnify, defend and hold LAKEHURST LP and its affiliates harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this Paragraph 8 by Consultant.

9. **NON-DISCRIMINATION.**

Consistent with ICD's policy that harassment and discrimination are unacceptable conduct and will not be tolerated, Consultant shall not discriminate in the provision of services hereunder, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, sexual orientation, pregnancy, sex, age, gender identity, or marital status in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the

CONSULTANT SERVICES CONTRACT

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California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other applicable laws or regulations. Consultant agrees that any and all violations of this Paragraph 9 shall constitute a breach of this Agreement.

10. **INDEMNIFICATION/DEFENSE/HOLD HARMLESS.**

10.1 Consultant shall indemnify, defend, and hold harmless LAKEHURST LP, ICD, AHA, their respective directors, officers, Board of Commissioners, Board of Directors, elected and appointed officials, employees, agents, and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities"), based or asserted upon any act, omission, or services of Consultant, its officers, employees, subcontractors, independent contractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death (including but not limited to LAKEHURST LP, ICD and AHA employees), or any other element of damage of any kind or nature whatsoever, relating to or in any way connected with or arising from the performance of Consultant, its officers, employees, subcontractors, independent contractors, agents or representatives from this Agreement, excluding the willful misconduct or gross negligence of the person or entity seeking to be defended, indemnified or held harmless. Consultant shall defend, at its sole expense, all costs and fees including, but not limited to, reasonable attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or legal action based upon such alleged acts or omissions, unless such claims arise due to the willful misconduct or gross negligence of the person or entity seeking to be defended, indemnified or held harmless consistent with California Civil Code section 2782.8. In connection with the foregoing:

(a) Consultant shall defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including reasonable legal costs and reasonable attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the Indemnitees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the Indemnitees harmless therefrom;

(c) In the event the Indemnitees are made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the Indemnitees, any and all costs and expenses incurred by the Indemnitees in such action or proceeding, including but not limited to, legal costs and reasonable attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify the Indemnitees hereunder therefore, and failure of the Indemnitees to monitor compliance with these provisions shall

CONSULTANT SERVICES CONTRACT

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not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Paragraph 10.1 do not apply to claims or liabilities occurring as a result of LAKEHURST LP's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from LAKEHURST LP's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional consistent with California Civil Code section 2782.8. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

10.2 With respect to any action or claim subject to indemnification herein by Consultant, Consultant shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of LAKEHURST LP; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Consultant's indemnification to Indemnitees as set forth herein. Consultant's obligation hereunder shall be satisfied when Consultant has provided to LAKEHURST LP, ICD and/or AHA (as applicable) the appropriate form of dismissal relieving LAKEHURST LP, ICD and/or AHA (as applicable) from any liability for the action or claim involved.

10.3 The specified insurance limits required in this Agreement shall in no way limit or circumscribe Consultant's obligations to indemnify, defend, and hold harmless the Indemnitees herein from third party claims.

10.4 LAKEHURST LP does not, and shall not, waive any rights that it may possess against Consultant because of acceptance by LAKEHURST LP, or the deposit with LAKEHURST LP, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless, indemnification and defense provision shall apply regardless of whether or not any insurance policies determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. All hold harmless, indemnity, and defense obligations of Consultant contained in this Agreement shall survive the termination and expiration of this Agreement.

10.5 The hold harmless, indemnity, and defense obligations found in this Paragraph 10 shall be in addition to any other obligation of Consultant to hold harmless, indemnify, or defend LAKEHURST LP, ICD, AHA, and the Indemnitees under this Agreement.

11. **INSURANCE**

Without limiting or diminishing the Consultant's obligation to indemnify, defend, or hold harmless the Indemnitees, Consultant shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. On or before the commencement of the terms of this Agreement, Consultant shall furnish LAKEHURST LP with certificates of insurance showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with this Paragraph 11 and such certificates shall be in the form required by LAKEHURST LP. Such certificates, which do not limit Consultant's

CONSULTANT SERVICES CONTRACT

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indemnification, defense, and hold harmless obligations, shall also contain substantially the following statement:

“Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days’ advance written notice to Lakehurst and Mosley LP by certified mail.”

It is agreed that Consultant shall maintain in force at all times during the performance of the Agreement all appropriate coverage of insurance acceptable to LAKEHURST LP and licensed to do insurance business in the State of California.

An endorsement naming the the Indemnitees as additional insured pursuant to Paragraph 11(D) shall be submitted with the insurance certificates.

A. **COVERAGE:**

Consultant shall maintain the following insurance coverage:

(1) **Workers’ Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000	each occurrence
	\$2,000,000	aggregate – all other
Property Damage:	\$1,000,000	each occurrence
	\$2,000,000	aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$1,000,000 will be considered equivalent to the required minimum limits shown above.

(3) **Automotive:**

Comprehensive automobile liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000	per accident
	\$2,000,000	aggregate
Property Damage:	\$1,000,000	per accident
	\$2,000,000	aggregate

OR

Combined Single Limit:	\$1,000,000	per accident
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(4) **Professional Liability:**

Professional liability insurance which includes coverage for the negligent professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000.

B. **SUBROGATION WAIVER:**

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Consultant agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance that Consultant shall look solely to its insurance for recovery. Consultant hereby grants to LAKEHURST LP, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or LAKEHURST LP with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of said Consultant may acquire against LAKEHURST LP by virtue of the payment of any loss under such insurance.

C. **FAILURE TO SECURE:**

If Consultant, at any time during the term hereof, should fail to secure or maintain the foregoing insurance consistent with this Paragraph 11, LAKEHURST LP shall be permitted, but not obligated, to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid. Consultant shall promptly reimburse LAKEHURST LP or LAKEHURST LP will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, LAKEHURST LP may cancel this Agreement.

D. **ADDITIONAL INSURED:**

LAKEHURST LP, ICD, AHA, and their respective directors, officers, Board of Commissioners, Board of Directors, elected and appointed officials, employees, agents and representatives, and designated volunteers shall be named as an additional insured under all insurance coverage's, except any professional liability insurance or worker's compensation insurance, required by this Agreement. The naming of an insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof.

Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. **SUFFICIENCY OF INSURANCE:**

The insurance limits required by LAKEHURST LP are not represented as being sufficient to protect Consultant. Consultant is advised to consult Consultant's insurance broker to determine adequate coverage for Consultant.

Consultant shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

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Consultant agrees to notify LAKEHURST LP in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Estuary I Representative.

F. **PROOF OF INSURANCE:**

Consultant shall provide certificates of insurance to LAKEHURST LP as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by LAKEHURST LP prior to commencement of performance. Current certification of insurance shall be kept on file with LAKEHURST LP at all times during the term of this Agreement. LAKEHURST LP reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. **DURATION OF COVERAGE:**

Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees, subcontractors, or subconsultants.

H. **ENFORCEMENT OF CONTRACT PROVISIONS (NON-ESTOPPEL):**

Consultant acknowledges and agrees that any actual or alleged failure on the part of LAKEHURST LP, ICD or AHA to inform Consultant of non-compliance with any requirement imposes no additional obligations on LAKEHURST LP, ICD and AHA nor does it waive any rights hereunder.

I. **PROHIBITION OF UNDISCLOSED COVERAGE LIMITATIONS:**

None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to LAKEHURST LP and approved of in writing.

J. **SEPARATION OF INSURED:**

A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

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K. **PASS THROUGH CLAUSE:**

Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the services provided in this Agreement who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Paragraph 11. Consultant agrees that upon request, all agreements with subconsultants, subcontractors, and others engaged in the project will be submitted to LAKEHURST LP for review.

L. **TIMELY NOTICE OF CLAIMS:**

Consultant shall give LAKEHURST LP prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

M. **ADDITIONAL INSURANCE:**

Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

12. **CONFLICT OF INTEREST.**

No employee, agent, contractor, officer or official of LAKEHURST LP who exercises any functions or responsibilities with respect to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to it, shall obtain a personal or financial interest in or benefit from any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom they have family or business ties, during his or her tenure or for one (1) year thereafter. The term "contractor" also includes the employees, officers (including board members), agents and subcontractors of Consultant under this Agreement.

Consultant covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with Consultant's performance under this Agreement. Consultant further covenants that no person or subcontractor having any such interest shall be employed or retained by Consultant under this Agreement. Consultant agrees to inform LAKEHURST LP of all Consultant's interests, if any, which are or may be perceived as incompatible with the LAKEHURST LP's interests.

Consultant shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom Consultant is doing business or proposing to do business, in accomplishing the work under this Agreement.

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Consultant or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to LAKEHURST LP or its affiliates' employees.

In order to carry out the purposes of this Paragraph 12, Consultant shall incorporate, or cause to be incorporated, in all contracts and subcontracts relating to activities pursuant to this Agreement, a provision similar to that of this Paragraph 12.

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant further understands that it may be required to fill out a Statement of Economic Interests, a form provided by the California Fair Political Practices Commission, if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

13. **PROHIBITION AGAINST ASSIGNMENTS.**

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without prior written consent of LAKEHURST LP. Any attempt to do so without said consent shall be null and void, and any assignee, sub lessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from LAKEHURST LP under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent, but written notice of such assignment shall be promptly furnished to LAKEHURST LP by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint venture or syndicate or co tenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

14. **SUBCONTRACTOR APPROVAL.**

Unless prior written consent from LAKEHURST LP is obtained, only those people and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement. In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of worker's compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

15. **PERMITS AND LICENSES.**

Consultant shall comply with all State of California or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to ICD, including, but not limited to a City of Alameda business license. Consultant

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warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Alameda, the City of Alameda and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement relative to the Scope of Services to be performed under Exhibits A, and that service(s) will be performed by properly trained and licensed staff.

16. REPORTS.

Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement shall be the exclusive property of LAKEHURST LP. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to LAKEHURST LP the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of LAKEHURST LP, and all publication rights are reserved to LAKEHURST LP.

All Reports prepared by Consultant may be used by LAKEHURST LP in execution or implementation of:

- (1) The original Project for which Consultant was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original project; and/or
- (4) Other LAKEHURST LP or ICD projects as appropriate.

Consultant shall, at such time and in such form as LAKEHURST LP may require, furnish reports concerning the status of services required under this Agreement.

All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on to both sides of the paper except for one original which shall be single sided.

No Report, information nor other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by LAKEHURST LP.

17. RECORDS.

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by LAKEHURST LP that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of LAKEHURST LP or its designees to such books and records at proper times; and gives LAKEHURST LP the right to examine and audit same, and to make transcripts there from as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting

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documents, shall be kept separate from other documents and records and shall be maintained for a period of five (5) years after receipt of final payment.

18. **NOTICES.**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests or approvals from Consultant to LAKEHURST LP shall be addressed to ICD at:

Island City Development
c/o: Lakehurst and Mosley LP
701 Atlantic Avenue
Alameda, CA 94501-2161
Attention: Vanessa Cooper, President

All notices, demands, requests, or approvals from LAKEHURST LP to Consultant shall be addressed to Consultant at:

HKIT Architects
538 Ninth Street, Suite 240
Oakland, CA 94607
Attention: Paul McElwee, Principal

19. **NO SMOKING, DRINKING OR RADIO USE.**

Consultant agrees and acknowledges that smoking of tobacco products, drinking alcoholic beverages, and listening to radios is prohibited at any ICD site, including individual units, common areas, and every building and adjoining grounds. Consultant shall ensure that his/her employees and suppliers comply with these prohibitions.

20. **TERMINATION.**

LAKEHURST LP may, by written notice to Consultant, terminate this Agreement in whole or in part at any time, with or without cause, upon seven (7) days advance written notice. Such termination may be for LAKEHURST LP's convenience or because of Consultant's failure to perform its duties and obligations under this Agreement including, but not limited to, the failure of Consultant to timely perform services pursuant to this Agreement, including, but not limited to the Scope of Services attached as Exhibits A.

20.1 Discontinuance of Services. Upon termination, Consultant shall, unless otherwise directed by the notice, discontinue all services and deliver to the LAKEHURST LP all data, estimates, graphs, summaries, reports, and other related materials as may have been prepared or accumulated by Consultant in performance of services, whether completed or in progress.

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20.2 Effect of Termination for Convenience. If the termination is to be for the convenience of LAKEHURST LP, then LAKEHURST LP shall compensate Consultant for services satisfactorily provided through the date of termination. Consultant shall provide documentation deemed adequate by LAKEHURST LP to show the services actually completed by Consultant prior to the date of termination. This Agreement shall terminate on the date of the written Notice of Termination delivered to Consultant.

20.3 Effect of Termination for Cause. In the event Consultant hereto fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of five (5) business days after receipt by Consultant from LAKEHURST LP of written notice of default, specifying the nature of such default and the steps necessary to cure such default, LAKEHURST LP may terminate the Agreement forthwith by giving to the Consultant written notice thereof. If the termination is due to the failure of Consultant to fulfill its obligations under this Agreement, Consultant shall be compensated for those services which have been completed in accordance with this Agreement and accepted by the LAKEHURST LP. In such case, LAKEHURST LP may take over the work and prosecute the same to completion by contract or otherwise. Further, Consultant shall be liable to LAKEHURST LP for any reasonable additional costs incurred by LAKEHURST LP to revise work for which LAKEHURST LP has compensated Consultant under this Agreement, but which LAKEHURST LP has determined in its sole discretion needs to be revised in part or whole to complete the project. Prior to discontinuance of services, LAKEHURST LP may arrange for a meeting with Consultant to determine what steps, if any, Consultant can take to adequately fulfill its requirements under this Agreement. In its sole discretion, LAKEHURST LP may propose an adjustment to the terms and conditions of the Agreement, including the Contracted Amount. Such contract adjustments, if accepted in writing by the parties, shall become binding on Consultant and shall be performed as part of this Agreement. Termination of this Agreement for cause may be considered by LAKEHURST LP in determining whether to enter into future agreements with Consultant.

20.4 Notwithstanding any of the provisions of this Agreement, Consultant's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty, or a breach of this Agreement by Consultant, or in the event of Consultant's unwillingness or inability for any reason whatsoever to perform the duties hereunder, or if the Agreement is terminated pursuant to this Paragraph 20. In such event, Consultant shall not be entitled to any further compensation under this Agreement.

20.5 Cumulative Remedies. The rights and remedies of the parties provided in this Paragraph are in addition to any other rights and remedies provided by law, equity or under this Agreement.

21. **FORCE MAJEURE.**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as Acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply, provided the other party receives written notice of such force

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majeure event no later than fourteen (14) calendar days after commencement of such force majeure event.

22. **COMPLIANCES.**

Consultant shall comply with all state and federal laws, all City of Alameda ordinances, and all rules and regulations enacted or issued by LAKEHURST LP. In the event that the Consultant encounters a potential conflict between state, federal or local law, Consultant shall inform LAKEHURST LP and LAKEHURST LP shall direct Consultant on proper course of action.

23. **GOVERNING LAW; SEVERABILITY.**

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the Courts of the County of Alameda, the State of California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

24. **NONCONFORMING PAYMENTS.**

In the event Consultant receives payment under this Agreement which is later disallowed by LAKEHURST LP for nonconformance with the terms of the Agreement, Consultant shall promptly refund the disallowed amount to LAKEHURST LP on request; or at its option LAKEHURST LP may offset the amount disallowed from any payment due to Consultant.

25. **NO PARTIAL DELIVERY OF SERVICES.**

Consultant shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

26. **LABOR STANDARDS.**

Consultant shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

27. **SOCIAL MEDIA/ADVERTISEMENT.**

Consultant shall not post, exhibit, display or allow to be posted, exhibited or displayed any information, signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from LAKEHURST LP to do otherwise. This prohibition

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includes, but is not limited to, posting any information as to this Agreement and Consultant's relationship with LAKEHURST LP or its affiliates on Facebook, Twitter, LinkedIn, Yelp, Instagram and any other social media.

28. **CONFIDENTIALITY.**

28.1. Definition. Consultant shall observe all Federal, State of California, and LAKEHURST LP and its affiliates regulations concerning confidentiality of records. Consultant shall not use for personal gain or make other improper use of Confidential Information which is acquired in connection with this Agreement. The term "Confidential Information" includes but is not limited to: any information or data obtained by Consultant relating to LAKEHURST LP clients and tenants and any opinions and conclusions based upon such information, unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; LAKEHURST LP information or data which is not subject to public disclosure; LAKEHURST LP information or data that is privileged; LAKEHURST LP operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement, and any personally identifiable information protected under The Privacy Act of 1974(5 U.S.C. Section 552a), Section 6 of the Housing Act of 1937, The Freedom of Information Act (FOIA), 5 U.S.C. § 552, Section 208 of The E-Government Act, and HUD Notice PIH 2-15-06 issued on April 23, 2015.

28.2. Nondisclosure and Nonuse Obligation. Consultant agrees that it will not use, disseminate, or in any way disclose any Confidential Information to any person, firm or business, except that Consultant may use Confidential Information to the extent necessary to perform its obligations under this Agreement. Consultant agrees that it shall treat all Confidential Information with the same degree of care as the Consultant accords to its own Confidential Information, but in no case less than reasonable care. Consultant agrees that it shall disclose Confidential Information only to those of its employees who need to know such information in order to perform its obligations under this Agreement, and the Consultant certifies that such employees have previously agreed, as a condition of employment, to be bound by terms and conditions applicable to Consultant under this Agreement. Consultant shall immediately give notice to LAKEHURST LP of any unauthorized use or disclosure of Confidential Information.

28.3. Exclusions from Nondisclosure and Nonuse Obligations. The obligations under Paragraph 28.2 ("Nondisclosure and Nonuse Obligation") shall not apply to such portion that Consultant can document was i) in the public domain at the time such portion was disclosed or used, or ii) was disclosed in response to a valid court order.

28.4. Ownership and Return of Confidential Information and Other Materials. All Confidential Information shall remain the property of the LAKEHURST LP. At LAKEHURST LP's request and no later than five (5) business days after such request, Consultant shall promptly destroy or deliver to LAKEHURST LP, at LAKEHURST LP's option, i) all materials furnished to Consultant, ii) all tangible media of expression in Consultant's possession or control to the extent that such tangible media incorporate any of the Confidential Information, and iii) written certification of the Consultant's compliance with such obligations under this sentence.

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29. **WAIVER.**

Any waiver by LAKEHURST LP of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of LAKEHURST LP to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing LAKEHURST LP from enforcement of the terms of this Agreement.

30. **CAPTIONS.**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement

31. **ADMINISTRATION.**

The LAKEHURST LP President (or designee) shall administer this Agreement on behalf of LAKEHURST LP and may issue all consents, approvals, directives and agreements on behalf of LAKEHURST LP called for by this Agreement, except as otherwise expressly provided for in this Agreement.

32. **GENERAL.**

32.1 The Consultant shall comply with all applicable Federal, State of California and local laws and regulations. The Consultant will comply with all applicable LAKEHURST LP policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the Consultant shall comply with the more restrictive law or regulation.

32.2 Consultant represents and warrants that Consultant is registered to do business in the State of California with the California Secretary of State.

32.3 The parties to this Agreement acknowledge and agree that the provisions of this Agreement are for the sole benefit of LAKEHURST LP and Consultant, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein.

32.4 Consultant acknowledges that LAKEHURST LP may enter into agreements with other consultants for services similar to the services that are the subject of this Agreement or may have its own employees perform services similar to the services contemplated by this Agreement.

32.5 Without limiting Consultant's hold harmless, indemnification and insurance obligations set forth herein, in the event any claim or action is brought against LAKEHURST LP relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which LAKEHURST LP shall require.

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32.6 As used in this Agreement, the term Consultant also includes Consultant's owners, officers, employees, representatives and agents.

32.7 Consultant hereby agrees to and shall comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against LAKEHURST LP for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse LAKEHURST LP for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by LAKEHURST LP.

33. **ADDITIONAL FEDERAL REQUIREMENTS.**

Consultant acknowledges and agrees that the work or services provided in this Agreement may be subject to applicable Federal, State of California, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant program (24 CFR Part 570); the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200); and such other requirements as provided in Exhibit D. Therefore and in addition to the aforementioned, Consultant, contractors, its sub-contractors, consultants, and sub-consultants shall comply with, and are subject to, all applicable requirements as follows:

33.1 Equal Employment Opportunity - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60): The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant shall ensure that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in a conspicuous place, available to employees and applicants for employment, notices to be provided by ICD setting forth the provisions of this non-discriminating clause.

33.2 Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c): All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the U.S. Department of Housing and Urban Development, (HUD).

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33.3 Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7): When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Davis-Bacon Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

33.4 Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333): Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Contract Work Hours and Safety Standards Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Contract Work Hours and Safety Standards Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

33.5 Rights to Inventions Made Under a Contract or Agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

33.6 Rights to Data and Copyrights: Consultants and contractors shall comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).

33.7 Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended: Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

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33.8 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

33.9 Debarment and Suspension (Executive Orders (E.O.s) 12549 and 12689): No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 33. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

33.10 Drug-Free Workplace Requirements: The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient shall certify that it will comply with drug-free workplace requirements in accordance with the Drug-Free Workplace Act and with HUD's rules at 24 CFR part 24, subpart F.

33.11 Access to Records and Records Retention: Consultant, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or ICD officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of Consultant, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

33.12 Federal Employee Benefit Clause: No member of or delegate to the congress of the United States, and no resident commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

33.13 Energy Efficiency: Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

34. **NONLIABILITY OF LAKEHURST LP OFFICIALS AND EMPLOYEES.**

No member, official employee or consultant of LAKEHURST LP shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by LAKEHURST LP or for any amount which may become due to the Consultant or to its successor, or on any obligation under the terms of this Agreement.

35. **ENTIRE AGREEMENT; AMENDMENTS.**

This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

36. **INTERPRETATION.**

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

37. **COUNTERPARTS.**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

38. **AUTHORITY TO SIGN.**

Consultant hereby represents that the persons executing this Agreement on behalf of Consultant have full authority to do so and to bind Consultant to perform pursuant to the terms and conditions of this Agreement.

37. **EXHIBITS.**

The following exhibits are attached hereto and incorporated herein by this reference:

- i. Exhibit A – Scope of Services & Fee Breakdown
- ii. Exhibit B – Fee Schedule
- iii. Exhibit C – Not Applicable
- iv. Exhibit D – Form HUD-5370-C (01/2014), General Conditions for Non-Construction Contracts;
- v. Exhibit E – Not Applicable

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[SIGNATURES ON FOLLOWING PAGE]

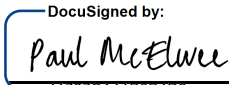
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IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

"CONSULTANT"

HKIT Architects, a California corporation

By: 
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Name: Paul McElwee

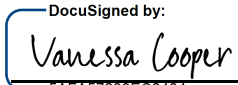
Its: Principal

"LAKEHURST LP"

Lakehurst and Mosley LP, a California limited partnership

By: ICD Lakehurst LLC, a California limited liability company, its managing general partner

By: Island City Development, a California nonprofit public benefit corporation, its sole manager

By: 
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Vanessa Cooper,
President


 

EXHIBIT A
SCOPE OF SERVICES & FEE BREAKDOWN

Per Project lender and investor requirements, the Former Contracts are being trifurcated into three separate contracts, one per North Housing Block A project, with each contract equivalent to a third of the original scope and value plus expanded Construction Administration ("CA") scope associated with the project's construction schedule. The below table represents the scope of services to be performed by the Consultant, including work previously completed under the Former Contracts and credited to this Agreement, and expanded CA scope.

The original CA scope of work in the Former Contracts assumed a 14 month construction schedule and all three buildings built concurrently. The associated fee for the original CA scope was \$375,275. The construction schedule has since changed to 19 months for The Estuary I and Linnet Corner, both being built concurrently, and to 17 months for The Estuary II, which will begin construction approximately 6 months later than the start of the former two projects. Additionally, the hourly billing rates have increased by up to 12% since the original contract signing. As a result of the expanded CA scope at current billing rates, the associated total CA fee is increased by \$524,122 to \$899,397. See Exhibit B Fee Schedule for initial fee matrix, revised CA fees, and current billing rates.

HKIT ARCHITECT CONTRACT FEE BREAKDOWN FOR NORTH HOUSING BLOCK A

Phase	Name	Total Fee for North Housing Block A	Billed to Date*	Work Completed**
1	Conceptual Design	\$114,230.00	\$114,230.00	100%
2	Schematic Design/Site Permit	\$96,670.00	\$96,670.00	100%
3	Design Development	\$367,000.00	\$367,000.00	100%
4	Construction Documents	\$618,100.00	\$618,100.00	100%
5	Bid/Permitting	\$117,825.00	\$117,825.00	100%
6	Construction Administration	\$899,397.00	\$0.00	0%
7	ASR#1 – Additional Acoustical	\$6,600.00	\$6,600.00	100%
8	ASR#2 – Window Revision	\$2,960.00	\$2,960.00	100%
9	ASR#3 – Title 24 Reports	\$3,595.00	\$3,595.00	100%
10	ASR#4 – Planting and Irrigation	\$50,500.00	\$50,500.00	100%
11	ASR#5 – GPR	\$18,150.00	\$18,150.00	100%
	Total	\$2,295,027.00	\$1,395,630.00	

* The value in this column represents the amount billed and received to date by Consultant for the total work completed under the Former Contracts as of the effective date of this contract. A portion of this value is credited to the Agreement as outlined in the next table.

** The percentages in this column represent the percentage of scope of services completed and retained under the Former Contracts as of the effective date of this contract. The balance of the work is to-be-completed by the Contractor.

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The below tables summarize the division of scope and fees among the trifurcated contracts. The breakdown in the purple cells are applicable to The Estuary I project. The total fee for the Project under the Agreement is \$775,911, which includes a credit of \$465,210 for work completed and a balance of \$310,701 for outstanding scope of work.

Phase	Fee for The Estuary I	Fee for The Estuary II	Fee for Linnet Corner
1	\$38,076.66	\$38,076.67	\$38,076.67
2	\$32,223.34	\$32,223.33	\$32,223.33
3	\$122,333.34	\$122,333.33	\$122,333.33
4	\$206,033.34	\$206,033.33	\$206,033.33
5	\$39,275.00	\$39,275.00	\$39,275.00
6	\$310,701.00	\$277,995.00	\$310,701.00
7	\$2,200.00	\$2,200.00	\$2,200.00
8	\$986.66	\$986.67	\$986.67
9	\$1,198.33	\$1,198.34	\$1,198.33
10	\$16,833.33	\$16,833.33	\$16,833.34
11	\$6,050.00	\$6,050.00	\$6,050.00
	\$775,911.00	\$743,205.00	\$775,911.00

Phase	The Estuary I (PSH I) Contract		The Estuary II (PSH II) Contract		Linnet Corner (Seniors) Contract	
	Fee Credited to LAKEHURST LP	Remaining Fee	Fee Credited to MOSLEY LP	Remaining Fee	Fee Credited to MABUHAY LP	Remaining Fee
1	\$38,076.66	\$0.00	\$38,076.67	\$0.00	\$38,076.67	\$0.00
2	\$32,223.34	\$0.00	\$32,223.33	\$0.00	\$32,223.33	\$0.00
3	\$122,333.34	\$0.00	\$122,333.33	\$0.00	\$122,333.33	\$0.00
4	\$206,033.34	\$0.00	\$206,033.33	\$0.00	\$206,033.33	\$0.00
5	\$39,275.00	\$0.00	\$39,275.00	\$0.00	\$39,275.00	\$0.00
6	\$0.00	\$310,701.00	\$0.00	\$277,995.00		\$310,701.00
7	\$2,200.00	\$0.00	\$2,200.00	\$0.00	\$2,200.00	\$0.00
8	\$986.66	\$0.00	\$986.67	\$0.00	\$986.67	\$0.00
9	\$1,198.33	\$0.00	\$1,198.34	\$0.00	\$1,198.33	\$0.00
10	\$16,833.33	\$0.00	\$16,833.33	\$0.00	\$16,833.34	\$0.00
11	\$6,050.00	\$0.00	\$6,050.00	\$0.00	\$6,050.00	\$0.00
	\$465,210.00	\$310,701.00	\$465,210.00	\$277,995.00	\$465,210.00	\$310,701.00

The full scope of services for the North Housing Block A projects are attached in the following pages.

Exhibit A – Alameda Housing Authority / HKIT Architects



538 NINTH STREET SUITE 240 OAKLAND, CALIFORNIA 94607 T 510 625 9800 WWW.HKIT.COM A CALIFORNIA CORPORATION

April 29, 2021

Ms. Sylvia Martinez
Director of Housing Development
Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501
(510) 747-4343

Reference: **North Site Supportive Housing SD-CA Alameda, California**

Dear Ms. Martinez,

As per your recent request, this letter will summarize our several discussions and, if the terms are agreeable, we will use this letter of agreement as an interim authorization for services to attach to HACA's contract exhibit.

PROJECT SCOPE

Housing Authority of the City of Alameda (HACA) intends to develop 155 units of affordable supportive and senior housing for formerly homeless individuals as part of phase 1 on the 12 Acre infill parcel on former Navy Base land. The proposed new project will consist of approximately 3-4 levels of Type VA wood frame construction on grade. The project will include surface parking and landscaping as well as street/sidewalk improvements. Parking at a ratio of .25 stalls / unit is assumed.

SCHEDULE

A copy of the proposed production schedule is attached (Exhibit "C"). We have confirmed the capacity and staff availability for both HKIT and our consultant team to perform the work scope as described on this schedule in a timely manner. This proposal assumes there may be periodic delays in the approvals or financing of the project due to circumstances outside of the owner's control. This proposal accounts for a potential schedule extension/delay of up to 18 months (in aggregate) between the start of each phase of the development. Should the total schedule be delayed by more than 18 months during this timeframe, a fee modification may be requested.

SERVICES



The project entitlements phase is covered under a prior existing agreement between HKIT and HACA. This proposal is for the scope of work following entitlements approval, including Schematic Design for initial pricing, Design Development Phase, the Construction Document Phase, Permitting, Bidding and the Construction Administration Phase. A summary of the scope involved at each phase follows below.

The project is to be permitted / funded in three separate building application submittals. This fee assumes that all three application packages are prepared simultaneously, and that Construction for all three project increments will occur on the same timeline. If the three increments become independent schedule-wise, this might incur additional fee for the time needed to coordinate separate phases of work. An estimate of these fees is included in the attached fee matrix (Attachment "A").

Schematic Design / Site Permit

- Owner kick-off meeting
- Ongoing AOC meetings during this phase
- Develop MEP and structural design drawings and narratives
- Develop SD narrative for building systems including finish and fixture selections.
- Develop a waste management plan
- Initial T-24 energy model and Greenpoint rating kick-off
- Preparation of final SD drawing and narrative package for contractor pricing.
- Meeting(s) with services, maintenance, and management staff as needed to confirm schematic design scope.
- Pre-application meetings with municipal agencies as needed.

Design Development

- Ongoing AOC meetings during this phase.
- All-discipline coordination between Structural MEP and structural design teams.
- Additional coordination with waste management and acoustical consultants.
- Engage consultants: exterior building maintenance, solar, and fire protection sub (by contractor). Engage waterproofing consultant.
- DD interiors design. Includes in-person design meeting and development of color and material boards for major interior spaces and typical units.
- Second iteration of T-24 model and Greenpoint rating checklists.
- Preparation of final DD drawing and full format specifications.
- Meeting(s) with Owner and contractor to review budget and revise design as needed to maintain budget.



- Meetings with services, maintenance, and management staff as needed to confirm final DD.

Construction Documents

- Ongoing AOC meetings
- Meeting(s) with Owner and contractor to review budget and revise design as needed to maintain budget prior to 50% CD issue.
- All-discipline coordination between Structural MEP and structural design teams.
- Participation in contractor constructability and quality control reviews.
- CD interiors design. Present final color and material boards for major interior spaces and typical units.
- Final T-24 model and Greenpoint rating checklists
- Preparation of CD drawings and full format specifications for building permit and for bid pricing.
- Meeting(s) with Owner and contractor to review budget and revise design as needed to maintain budget (prior to 50% CD phase)

Permitting

- Preparation of package for building permit submittal.
- Preparation of permit packages needed for public works or other agencies.
- Plan check responses as needed for permit.

Bidding / GMP

- HKIT (and our consultants as needed) will participate in ongoing Architect-Owner-Contractor meetings throughout SD, DD, and CD's to review project estimates and revise scope to maintain budget.
- During bidding, HKIT team will provide responses to bid clarifications and contractor questions.
- Review of contractor final estimates and qualifications / exclusions.

Construction Administration

- 14 - month construction schedule assumed. Base fee assumes all three building are built concurrently. If there are delays between the three phases, additional fees will apply. See fee matrix attachment for alternate pricing based on these scenarios.
- Attendance at weekly jobsite meetings.
- Meeting minutes / photos to record job progress.
- Responses to contractor RFI, submittal review, Change order request / Change Order review.



- Project close out – punch list, warranties, record drawing transmittal.

PROJECT TEAM

HKIT proposes the following consultant team for this development unless you have any objections:

- | | |
|--|---------------------------|
| • Landscape Design | PGA Design |
| • Plumbing / Mechanical Engineering | Tommy Siu Associates |
| • Electrical Engineering | BWF Engineers |
| • Structural Engineering | People's Associates |
| • Sustainability Consultant | Sage Green |
| • Waterproofing Consultant | AXIS Building Systems |
| • Acoustical (interior noise transmission) | RDG Acoustical Engineers |
| • GreenPoints / T-24 Consultant | Bright Green Strategies |
| • Trash Management Company | American Trash Management |

WORK NOT INCLUDED

- Civil Engineering (by Owner's consultant)
- Consultants other than those noted herein.
- Acoustical environmental noise studies.
- FF&E / interior design services
- Automatic fire sprinkler design, when required, will be performed as "Design Build" by the sub-contractor selected by the Owner and General Contractor.
- Revisions to work after approval by Owner
- Value engineering after submittal of the building permit application drawings (typically 50%-75% CD phase). An estimated cost-not-to exceed allowance for this scope is included in the fee matrix.
- Additional and/or professional renderings or 3-D modeling and/or architectural models are not included. The base fee assumes 3-5 perspective renderings and 5-8 colored site plans for presentation.
- Window Washing systems design
- Photovoltaic or Solar hot water system design
- LEED process consultant(s) and / or design team hours related to conformance and /or certifications
- Life cycle costing
- Low voltage systems design such as communications, access, and / or specialty security systems
- Multiple bid and / or Permit application packages



- Construction Administration services beyond the projected construction duration included in this proposal.

If needed, the Owner will provide any required supplementary information such as surveys, geotechnical investigations, acoustic sound analyses, and any other information required by the designers and as outlined in the agreement.

CONSTRUCTION BUDGET

The construction budget at this time is estimated around \$60M. The selected General Contractor will monitor the construction costs and, working with the Architect, will be responsible for maintaining the budget.

COMPENSATION

HKIT proposes compensation for the DD-CA scope on a lump-sum basis. A fee matrix is attached to this document (Exhibit "B") which breaks down this fee by phase. A lump sum compensation of ***One Million, Six-Hundred Eighty-Nine thousand, One Hundred and no 00/100 dollars.*** To summarize:

- | | |
|---|-------------|
| - Entitlements Phase (Proposal June 12, 2019) | \$ 114,230* |
| - SD, DD, CD, Bid, Permit and CA phases | \$1,574,870 |

Total	\$ 1,689,100
--------------	---------------------

*Civil scope removed from prior agreement and credited to new agreement (\$16,500)

Note that HKIT and HACA have engaged in a prior contract for the Entitlements Phase Scope on June 12, 2019. If the terms of this proposal for SD-CA work is acceptable, HKIT is willing will execute a contract using HACA's Standard Consultant Services Agreement with amendments as mutually agreed.

PAYMENTS

The project will be invoiced monthly in proportion to the work completed and should be paid within forty-five (45) calendar days to avoid a service charge.

REIMBURSABLES

Reimbursables, such as printing, overnight delivery, travel, etc., to be billed at 1.10 times the amount billed to this office.

MEANS AND METHODS

The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the



Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

PRIMARY CONTACT

Paul McElwee will be the Principal-in-Charge and will be your primary contact with HKIT Architects along with Sam McGeehan, Project Manager.

Thank you for selecting HKIT. If you have any questions or suggestions, please give us a call. We look forward to this opportunity to work with the Housing Authority of the City of Alameda on this important project.

Very truly yours,

HKIT Architects

A black ink signature of Paul McElwee, consisting of a stylized 'P' followed by 'McElwee' in a cursive script.

Paul McElwee, LEED AP, AIA
Principal

A blue ink signature of Christophe Laverne, featuring a large, stylized 'C' and 'L' in a cursive script.

Christophe Laverne, AIA
Principal

ACKNOWLEDGED AND AGREED
Housing Authority of the City of Alameda

By: _____

Date: _____



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Exhibit A – Alameda Housing Authority / HKIT Architects

December 15, 2023

Ms. Jenny Wong
Director of Housing Development
Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501
(510) 747-4343

Reference: Revised Construction Administration Proposal: North Site Supportive Housing, Alameda, California

Dear Ms. Wong,

As per your recent request, this letter will summarize our proposed scope of work for the upcoming construction for the North Site Supportive Housing development. The original proposal issued on April 29, 2021 included an estimated fee for the Construction Administration phase which assumed a 14-month construction duration and that all three buildings would be built concurrently.

Since that time, the selected General Contractor – JH Fitzmaurice – has generated an updated construction schedule which anticipates approximately 19 months per building, with a “staggered” construction start of 1 month between PSH 1 and The Senior Building. PSH 2 is anticipated to start construction in 2025. This significantly increases the overall duration of the Construction Administration phase. In turn, HKIT Architects and our consultant team have re-evaluated the work involved and prepared the attached revised CA phase fee.

PROJECT SCOPE

Housing Authority of the City of Alameda (HACA) intends to develop 155 units of affordable supportive and senior housing for formerly homeless individuals as part of phase 1 on the 12 Acre infill parcel on former Navy Base land. The proposed new project will consist of three buildings of Type VA wood frame construction on grade. The project will include surface parking and landscaping as well as street/sidewalk improvements. Parking at a ratio of .25 stalls / unit is assumed. The three buildings will be built sequentially, with some overlap between buildings.

SCHEDULE

A copy of the proposed construction schedule is attached. This is based on JH Fitzmaurice’s latest construction schedule with a Notice-to-proceed of January 15, 2024.



We assume some delay between this date and the start of Construction Administration work, so we have assumed a start of Feb 1, 2024. We have confirmed the capacity and staff availability for both HKIT and our consultant team to perform the work scope as described on this schedule in a timely manner. This proposal assumes the current schedule prepared by JHF will remain in effect during the construction phase. Should this schedule change substantially, the design team reserves the right to seek additional services as appropriate.

SERVICES

The project entitlements, SD, DD, CD, and bid/permit phases is now complete. This proposal is for the scope of work for the Construction Administration Phase. A summary of the scope involved follows below.

Construction Administration

- Attendance at weekly jobsite meetings.
- Meeting minutes / photos to record job progress.
- Responses to contractor RFI, submittal review, Change order request / Change Order review.
- Project close out – punch list, warranties, record drawing transmittal.

PROJECT TEAM

HKIT proposes the following consultant team for this development unless you have any objections:

- | | |
|--|--------------------------|
| • Landscape Design | PGA Design |
| • Plumbing / Mechanical Engineering | Tommy Siu Associates |
| • Electrical Engineering | BWF Engineers |
| • Structural Engineering | People's Associates |
| • Sustainability Consultant | Sage Green |
| • Waterproofing Consultant | AXIS Building Systems |
| • Acoustical (interior noise transmission) | RDG Acoustical Engineers |
| • GreenPoints / T-24 Consultant | Bright Green Strategies |

WORK NOT INCLUDED

- Civil Engineering (by Owner's consultant)
- Consultants other than those noted herein.
- Acoustical environmental noise studies.
- FF&E / interior design services



- Automatic fire sprinkler design, when required, will be performed as “Design Build” by the sub-contractor selected by the Owner and General Contractor.
- Revisions to work after approval by Owner
- Value engineering after submittal of the building permit application drawings (typically 50%-75% CD phase). An estimated cost-not-to exceed allowance for this scope is included in the fee matrix.
- Window Washing systems design
- Photovoltaic or Solar hot water system design
- LEED process consultant(s) and / or design team hours related to conformance and /or certifications
- Life cycle costing
- Low voltage systems design such as communications, access, and / or specialty security systems
- Multiple bid and / or Permit application packages
- Construction Administration services beyond the projected construction duration included in this proposal.

If needed, the Owner will provide any required supplementary information such as surveys, geotechnical investigations, acoustic sound analyses, and any other information required by the designers and as outlined in the agreement.

COMPENSATION

HKIT proposes compensation for the CA scope on a lump-sum basis. A fee matrix is attached to this document (Exhibit “B”) which breaks down this fee by phase. A lump sum compensation of ***Eight Hundred Ninety-Nine thousand, Three Hundred and Ninety Seven and no 00/100 dollars.*** To summarize:

- | | |
|---|------------|
| - CA phase Jan 2024 – May 2027 (architect only) | \$ 596,800 |
| - Consultants | \$302,597 |

Total	\$ 899,397
--------------	-------------------

Note that HKIT and HACA have engaged in a prior contract for the Construction Administration Phase on Scope on September 1, 2021 (Amended on November 18, 2021). If the terms of this proposal for CA work is acceptable, the prior CA estimate of \$375,275 is deducted from the prior proposal.

PAYMENTS

The project will be invoiced monthly in proportion to the work completed and should be paid within forty-five (45) calendar days to avoid a service charge.



REIMBURSABLES

Reimbursables, such as printing, overnight delivery, travel, etc., to be billed at 1.10 times the amount billed to this office.

MEANS AND METHODS

The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

PRIMARY CONTACT

Paul McElwee will be the Principal-in-Charge and will be your primary contact with HKIT Architects along with Sam McGeehan, Project Manager.

Thank you for selecting HKIT. If you have any questions or suggestions, please give us a call. We look forward to this opportunity to work with the Housing Authority of the City of Alameda on this important project.

Very truly yours,

HKIT Architects

A handwritten signature in black ink, appearing to read "P. McElwee", followed by a horizontal line.

Paul McElwee, LEED AP, AIA
Principal

A handwritten signature in blue ink, appearing to read "C. Laverne", with a stylized, looping design.

Christophe Laverne, AIA
Principal


Owner - Architect
Authorization to Perform Additional Services
Number 1

HKIT Architect is authorized to perform the following additional services on the terms outlined below.

Contract Reference:	Consultant Service Agreement, June 3, 2019
Owner:	Island City Development
Architect:	HKIT Architect A California Corporation
HKIT Project Number:	19009
Project:	North Site Supportive Housing Alameda, CA
Scope of Work:	Acoustical Consulting Services – Acoustic Environmental Noise Study
Additional Compensation:	Lump sum: Six Thousand Six Hundred and No 00/100 Dollars (\$6,600.00)
Other Conditions:	



ARCHITECT
HKIT Architects
A California Corporation

By: 
Christophe Laverne, AIA, Principal

By: 
Paul McElwee, AIA, Principal

OWNER
Island City Development

DocuSigned by:
By: 
5AFA57239EC2484...
Vanessa Cooper, President

DS DS
 

By: _____

PROPOSAL FOR PROFESSIONAL SERVICES
CITY OF ALAMEDA HOUSING AUTHORITY PERMANENT SUPPORTIVE AND
SENIOR HOUSING | ALAMEDA, CA
ACOUSTICAL CONSULTING SERVICES



HKIT ARCHITECTS

February 19, 2021

Firm Profile & Value Statement



Project Related Experience: Mission Bay South Block 9A, Affordable Housing, San Francisco, CA

Firm Profile

CSDA Design Group (CSDA) is a multi-disciplinary design firm with professionals in San Francisco and Los Angeles. Founded in 1952, CSDA has been practicing for nearly seven (7) decades and has been providing acoustical consulting services for over 30 years. We collaborate with clients to develop cost-effective acoustical solutions that provide healthy environments and meet regulatory requirements and client expectations.

We provide developers, planners, schools, architects, engineers, and owners with acoustical solutions for the following building types:

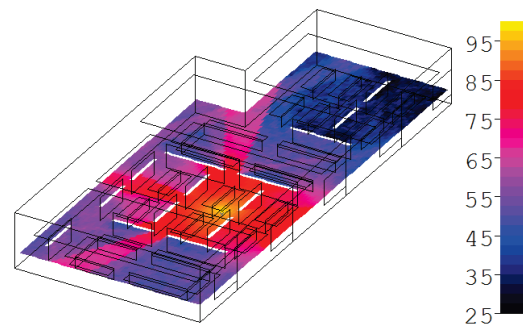
- Senior Housing
- Single- and Multi-Family Residential
- Mixed-Use
- Student Housing
- Commercial
- Entertainment and Leisure
- Restaurants
- Retail
- Academic
- Civic and Public Institutional
- Data Centers
- Healthcare
- Industrial
- Master Planned Communities
- Performing Arts
- Places of Worship
- Sports Facilities
- Theaters

Value Statement

Our team at CSDA Design Group offers more than just the standard acoustical design services to our clients.

The following sets us apart:

- **Experience:** CSDA has deep expertise with the technical aspects of acoustical design, modeling and visualization, and auralization. Our proposed Principal, Randy Waldeck, and Director of Acoustics, Indi Savitala, deliver custom engineering solutions for each project.
- **Capacity:** With over 20 technical staff members, we are available to meet project deadlines and aggressive schedule requirements.
- **Technology:** CSDA is experienced with Revit and coordinating with other disciplines' 3D building models. We take an integrated approach to engaging with project teams by offering sound solutions that won't compromise design.



Computer modeling is performed to predict acoustical performance.

Scope of Services & Fee



Project Related Experience: 88 Broadway / 735 Davis, Senior and Family Affordable Housing, San Francisco, CA

We understand the project consists of 155 total units (90 PSH units and 65 senior units) divided into three “increments” that can be three connected buildings, or three connected wings. Each increment would contain approximately 45-60 units, possibly modular, but most likely site (stick) built. All three increments are expected to be designed, permitted, and built simultaneously. Increment #1 will house amenities and staff/services spaces with increments #2 and #3 containing mostly dwelling units.

We expect the acoustical consulting scope for increments #1, #2, and #3 to include the following:

Entitlements / Schematic Design

- Develop acoustical criteria for architectural sound isolation (STC and IIC) and HVAC system noise (NC).
- Provide preliminary inter-unit architectural noise control recommendations, such as for party walls, floor-ceiling assemblies, and entry doors at the multi-family units.
- Recommend methods of mitigating airborne and impact-generated noise from public spaces into the residences.
- Provide MEP, trash chute, and elevator noise reduction guidelines (as applicable).
- Review one set of milestone documents (100% SD) and provide a written basis of design/acoustical narrative.
- Attend up to two (2) meetings.

Design Development

- Review current details; provide specialized acoustical details as needed.

- Perform preliminary mechanical noise calculation results and recommend noise and vibration mitigation measures.
- Calculate the expected noise intrusion into the residence from any rooftop mechanical equipment and determine the mitigation needed.
- Using equipment manufacturers’ noise levels, calculate equipment noise levels at the property lines to comply with the City’s noise ordinance during both the daytime and nighttime hours; provide mitigation measures, if necessary.
- Review preliminary piping locations and identify locations where there could be potential noise issues.
- Provide building and equipment noise/vibration recommendations.
- Attend up to two (2) meetings.
- Review one set of milestone documents (e.g.; 50% or 100% DD) and provide a report.

Construction Documents

- Review the incorporation of our previous recommendations into the drawing set and specifications.
- Calculate HVAC noise levels and provide detailed recommendations for HVAC noise and vibration control.
- Assist the architect by reviewing details associated with partition sound isolation.
- Update sound isolation recommendations, if necessary.
- Review and comment on project specifications.
- Attend up to two (2) meetings.
- Review one set of milestone CD documents (e.g., 50% or 100% CD) and provide a report.

Scope of Services & Fee

- Review proposed value engineering changes
- Respond to City comments

Bidding / Permit

- Review proposed value engineering changes.
- Respond to RFI's from Bidders of an acoustical nature.
- Respond to City comments of an acoustical nature.

Construction Administration

- Review shop drawings and submittals of an acoustical nature
- Respond to contractor RFIs of an acoustical nature
- Visit the site six (6) times (two (2) visits per increment) during construction to observe the installation of items of acoustical interest, including plumbing isolation, gypsum board/resilient channel installation, mechanical equipment isolation, and impact isolation materials. Provide a report after each visit.

Optional: Construction Noise Control Plan

- Review of planned demolition, construction equipment and construction schedule.
- Calculate expected construction noise levels at adjacent noise-sensitive receivers.
- Compare the expected noise levels to the City of Alameda's noise ordinance requirements.
- Provide noise reduction measures to reduce construction noise.
- Prepare the construction noise control plan for submission to the City.

Optional: Post-Construction Acoustical Testing

As an option, we can perform acoustical testing of constructed assemblies within the apartment building to quantify their performance and determine whether they meet the project criteria. This could include measurement of environmental noise intrusion, partition airborne and impact sound isolation, plumbing noise levels, and HVAC noise levels. We would prepare a report summarizing the results, identifying where the project criteria are not being met, and proposing mitigation where needed. We expect the testing would require one day of time for two consultants.

Optional: Environmental Noise Study

- Conduct long-term (48-hour) noise measurements at the project site.
- Analyze the data and quantify the future noise levels impacting the building facade.
- Calculate the required window, exterior door and exterior wall noise reduction (STC) ratings required to meet Title 24 Building Code and CalGreen regulations.
- Determine the applicable property line noise limits for project mechanical equipment.
- Summarize our analysis and results in a written report.



Project Example: 500 Kirkham Street, Mixed-Use Development



Scope of Services & Fee

Fees

The following fees are based on the scope of services on previous pages for Increments #1, #2, and #3. The fees assume all increments will be designed concurrently and deliverables can be joined (e.g., each design review addresses all three increment drawing sets). If this is not the case, our fee would be higher.

Increment #1

Scope Item - Increment #1 Base Scope	Fee
1. Entitlements / Schematic Design	\$2,000
2. Design Development	\$2,500
3. Construction Documents	\$3,000
4. Bidding / Permit	\$500
Design Total	\$7,500
5. Construction Administration (2 Site Visits Per Increment)	\$3,500
Construction Total	\$3,500
Grand Total Increment #1	\$11,000

Increment #2

Scope Item - Increment #2 Base Scope	Fee
1. Entitlements / Schematic Design	\$2,000
2. Design Development	\$2,500
3. Construction Documents	\$3,000
4. Bidding / Permit	\$500
Design Total	\$7,500
5. Construction Administration (2 Site Visits Per Increment)	\$3,500
Construction Total	\$3,500
Grand Total Increment #2	\$11,000

Increment #3

Scope Item - Increment #3 Base Scope	Fee
1. Entitlements / Schematic Design	\$2,000
3. Design Development	\$2,500
4. Construction Documents	\$3,000
5. Bidding / Permit	\$500
Design Total	\$7,500
6. Construction Administration (2 Site Visits Per Increment)	\$3,500
Construction Total	\$3,500
Grand Total Increment #3	\$11,000



Scope of Services & Fee

Optional Scope Items for Increments #1, #2, and #3

Optional Scope Items - Increments #1, #2, and #3	Fee	Option Selected
Optional: Environmental Noise Study (\$2,000 Per Increment)	\$6,000	
Optional: Construction Noise Control Plan	\$4,200	
Optional: Post-Construction Acoustical Measurements	\$4,200	

Reimbursables

Reimbursable Allowance	Fee
Mileage	\$300
Instrumentation	\$200
Incidentals	\$150

Exclusions

- Substantial redesign due to value engineering
- Additional meetings
- Additional acoustical testing
- Printing of benchmark or large drawing sets and/or specifications
- Public hearings and meetings
- LEED Documentation
- Witnessing performance tests
- Architectural design
- Audio-visual, telecom, security system design

Please carefully review the proposal and let us know if you believe that we have not identified the scope of the project in accordance with your expectations. If we have misidentified the scope, please let me know and we will revise the proposal accordingly.

If our understanding meets with your approval, please acknowledge your acceptance by signing in the designated space provided. Retain one (1) copy for your files, and return (1) signed copy to CSDA. Your returned signature will serve as our Notice to Proceed with the described services. We look forward to working with you on this project.

AGREED AND ACCEPTED

By: _____ Title: _____ Date: _____



Hourly Rates / Terms & Conditions

TERMS & CONDITIONS

Schedule of Hourly Rates:

Principal	\$250
Acoustics Director	\$210
Senior Acoustician	\$170
Acoustician II	\$140
Acoustician I	\$125
Measurement Technician	\$100
CAD Drafter	\$100
Administrative Assistant	\$90

Reimbursable expenses such as travel, subsistence, meals, lodging, and project-related materials are billed in addition. Acoustical instrumentation-use charges, if any, are outlined in our fee proposal Reimbursables section. The above rates are doubled for expert witness testimony (e.g., depositions, trial).

Invoices for labor, reimbursable expenses, and instrumentation use are rendered monthly for services performed during the previous month. Payment for each invoice is due within 30 days.

Fee proposals are valid for 90 days. All fee proposals assume that services proceed without significant delays, redesign, or scope changes. The schedule of hourly rates is valid for one year from the proposal date.

CSDA Design Group, Inc. specifications and details have *all rights reserved* by CSDA Design Group, Inc. These documents are for use only on the project for which CSDA Design Group, Inc. is retained.

Insurance

<u>General Liability</u>	\$2,000,000
<u>Worker’s Compensation</u>	\$2,000,000
<u>Automobile Liability</u>	\$2,000,000

Professional Liability (“Errors and Omissions”): Professional liability of CSDA Design Group, Inc., its officers, employees, and subconsultants is limited to \$1,000,000 or our total fee, whichever is less. The above limitation of professional liability can be increased to the limit of our insurance policy (\$2,000,000) by increasing our total fee by 10% prior to start of our services.

Site visits and observations, if any, conducted by our firm relate only to our services. We are not responsible for the work or safety of others at the job site.

Multi-Family Residential Design: There are inherent risks with multi-family projects with respect to noise and acoustics. Residents' expectation regarding sound isolation often exceed what is feasible to achieve with respect to building construction. Our design work will be based upon industry standards for multi-family buildings and within the construction budget for the project. It is not possible to provide recommendations to make the units "soundproof" or make noise from neighbors or environmental (outside) sources inaudible. In addition, the term "soundproof" or "inaudible" should never be used by the developer or firm marketing the project.

Resumes



**RANDY WALDECK,
PE, LEED® AP**
Principal, Acoustics

Years of Experience
19

Education
California Polytechnic State
University, San Luis Obispo, CA,
B.S. Industrial Technology

Licenses/Accreditations
CA: M.E. No. 34245
LEED® AP: No. 7D57F15BFF

National Council of Acoustical
Consultants (NCAC), Member

Affiliations
Institute of Noise Control
Engineering (INCE), Associate
Member

Acoustical Society of America
Full Member

Urban Land Institute
Member

Publications
“Outdoor Entertainment Noise”
TCN Special Session, Acoustical
Society of America
Conference,
San Diego, CA, 2019

“ACRP 02-51: Evaluation
of Facade Acoustical
Measurements,”
National Academy of Sciences,
Washington, D.C., 2016

Randy D. Waldeck, PE, LEED® AP, is an expert in architectural, environmental, aviation, and mechanical equipment noise and vibration control. His wide breadth of experience includes consulting on over 700 architectural, transit, and environmental projects. Randy has provided acoustical expertise for the following types of projects: condominiums, single-family homes, mixed-use, transportation (air, rail, and roadway), hotels and resorts, offices, medical facilities, industrial-use facilities, federal buildings, educational facilities, and restaurants.

Randy’s Representative Experience Below:

- 88 Broadway/735 Davis Affordable and Senior Housing, Mixed-Use, San Francisco, CA
- 1951 Shattuck Avenue, Mixed-Use, Berkeley, CA
- 2711 Shattuck Lofts, Berkeley, CA
- 2539 Telegraph Avenue Mixed-Use, Berkeley, CA
- The Standard at Berkeley, Mixed-Use, Berkeley, CA
- 2539 Telegraph Avenue, Mixed-Use, Berkeley, CA
- 2028 Bancroft Way, Mixed-Use, Berkeley, CA
- Channing Way Apartments, Berkeley, CA
- 266 4th Street, San Francisco, CA
- 1919 Market Street, Live/Work Lofts, Oakland, CA
- Hunters Point Blocks 52 & 54, San Francisco, CA
- Mission Bay South Block 9, San Francisco, CA
- 4th and Folsom Housing Development, San Francisco, CA
- 333 12th Street (CitySpaces 333) Apartments, San Francisco, CA
- 333 Harrison Street (Rincon Green) Apartments, San Francisco, CA
- 829 Folsom Condominiums, San Francisco, CA
- 31st Street Apartments, Mixed-Use, Los Angeles, CA
- Daggett Triangle Mixed-Use, San Francisco, CA
- Yerba Buena Lofts San Francisco, CA
- Symphony Towers Condominiums, San Francisco, CA
- Broadway and Sansome Family Apartments, San Francisco, CA
- One Rincon Hill Towers Condominiums, San Francisco, CA
- 1945 Hyde Street Condominiums, San Francisco, CA
- 201 Sansome Street Condominiums, San Francisco, CA
- 733 Front Street Condominiums, San Francisco, CA
- 750 Second Street Condominiums, San Francisco, CA
- 474 Natoma Condominiums, San Francisco, CA
- One Ecker Condominiums, San Francisco, CA
- 2423 Valdez Street Apartments, Oakland, CA
- 471 26th Street Mixed-Use, Oakland, CA
- 570 21st Street Mixed-Use, Oakland, CA
- 6701 Shellmound Street Mixed-Use, Emeryville, CA
- 150 Otis Street HUD Housing, San Francisco, CA
- San Francisco General Services Administration Central Shops, San Francisco, CA
- Blue Shield, 315 Montgomery Street, San Francisco, CA
- The Bridgespan Group, San Francisco, CA
- Blue Shield, 601 12th Street, Oakland, CA

Resumes



INDI SAVITALA

Director, Acoustics

Years of Experience

15

Education

M.S. Arch. Sci. Acoustics
Rensselaer Polytechnic Institute
Troy, NY

B.A. Music
University of California at Davis
Davis, CA

Licenses/Accreditations

National Council of Acoustical
Consultants (NCAC), Member

Affiliations

Institute of Noise Control
Engineering (INCE), Member

Acoustical Society of America

Audio Engineering Society

American Society of Heating,
Refrigerating, and Air-
Conditioning Engineers

Publications

Savitala, H.V., "Low Frequency
Vibration from High-Intensity
Interval Training Workouts,"
Noise-Con 2019

Savitala, H.V., Duty, J.R. "Case
study of measurement results for
medium-sized
multipurpose halls," J. Acoust.
Soc. Am. Vol. 124, Issue 4, p.
2430 (A), 2008

Indi is an expert in architectural acoustics, three-dimensional room modeling and building systems engineering analyses. He has consulted on hundreds of projects from super quiet editing studios to loud jet engine test labs. He leads teams through a wide range of project designs while still working one-on-one with clients on editing lease language for reducing risk. His backgrounds in music, architecture, and engineering provide him the tools to distill complicated concepts to simple explanations. Above all, his philosophy of leading with gratitude allows him to retain clients and makes him a sought-after team member.

Indi's Representative Experience Below:

- 88 Broadway/735 Davis Mixed-Use, Affordable & Senior Housing, San Francisco, CA
- Hunters Point Blocks 52 & 54, Affordable Housing, San Francisco, CA
- Mission Bay South Block 9, Affordable Housing, San Francisco, CA
- Pinnacle 360 Apartments, Los Angeles, CA
- 1717 N. Bronson Avenue Mixed-Use, Hollywood, CA
- 30 Van Ness Mixed-Use/Condominiums, San Francisco, CA
- 471 26th Street Mixed-Use, Oakland, CA
- 405 N. Westlake Avenue, Affordable Housing, Los Angeles, CA
- 5900 S. Figueroa Street, Affordable Housing, Los Angeles, CA
- Aster Apartments, Los Angeles, CA
- 570 21st Street Mixed-Use, Oakland, CA
- 2711 Shattuck Avenue Mixed-Use, Berkeley, CA
- 2539 Telegraph Avenue Mixed-Use, Berkeley, CA
- 8500 Burton Way Mixed-Use, Beverly Hills, CA
- 281 Fifth Avenue Residential Building, New York, NY
- 101 West 78th Street Residential Building, New York, NY New York City Hall, Renovation, New York, NY
- Canadian Parliament Building, Ottawa, Ontario, Canada
- Santa Clarita Senior Center, Santa Clarita, CA
- Springhill Suites by Marriott, Fort Worth, TX
- SUNY Downstate New Academic Building, Brooklyn, NY
- Columbia University New Science Building, New York, NY
- CUNY 555 West 57th Street Administrative Office, New York, NY
- SUNY Optometry Lecture Hall, New York, NY
- Hofstra University Gym and School of Medicine Lecture Rooms, Hempstead, NY
- University of California at Davis School of Music, Davis, CA
- Hamilton College Ruth & Elmer Wellin Museum of Art, Clinton, NY
- University of Wisconsin Parkside Arts Center Music Building, Kenosha, WI
- The Bloc Office Space, New York, NY
- American Institute of Physics, Melville, NY
- Confidential Business Social Networking Client, New York, NY
- Screen Actors Guild—American Federation of Television and Radio Artists (SAG-AFTRA), New York, NY
- Continental Grain Company, New York, NY
- Confidential Social Media Client, New York, NY
- PDT Partners, New York, NY
- Grey Group, New York, NY

Specific Qualifications

a. 88 BROADWAY & 735 DAVIS

San Francisco, CA

**TWO BUILDINGS,
TYPE I CONSTRUCTION,
AFFORDABLE HOUSING,
MULTI-FAMILY HOUSING,
SENIOR HOUSING, CHILDCARE,
AND RETAIL SPACES**

c. Date Completed:
On-Going

d. Total Number of Units:
189 Senior and Family Units

d. Total Gross Square
Footage:
190,000 SF

d. Construction Cost:
\$105M (estimated)

e. References:

Aaron Thornton
Associate

Leddy Maytum Stacy
Architects
Architect

(415) 495-1700 x 304
athornton@lmsarch.com

Kelly Hollywood
Associate Project Manager
Bridge Housing Corporation
Developer
(415) 989-1111
khollywood@bridgehousing.
com

GREENPOINTS



b. Brief Description/Scope of Work:

CSDA was retained to provide acoustical consulting services for the 88 Broadway/735 Davis Street project in San Francisco. We provided acoustical recommendations for the project to meet City and State Code requirements. **The project consists of two buildings containing 189 affordable senior and family units, ground floor retail spaces, rooftop amenity spaces, and a childcare center.** The project includes both affordable and senior housing components. Our acoustical consulting included the preparation of an environmental noise study, schematic design review, design development review, construction document review, bidding/permit phase assistance, and construction administration support.



San Francisco
Los Angeles

www.csddesigngroup.com


Owner - Architect
Authorization to Perform Additional Services
Number 2

HKIT Architect is authorized to perform the following additional services on the terms outlined below.

Contract Reference:	Consultant Service Agreement, June 3, 2019
Owner:	Island City Development
Architect:	HKIT Architect A California Corporation
HKIT Project Number:	19009
Project:	North Site Supportive Housing Alameda, CA
Scope of Work:	Window Revisions <ul style="list-style-type: none"> - Re-design of exterior facades to change window heights per ICD comments on draft entitlement set. Direction was given following approval of the final draft entitlement elevations by ICD and their service partners.
Additional Compensation:	Lump sum: Two Thousand Nine Hundred Sixty and No 00/100 Dollars (\$2,960.00).
Other Conditions:	

ARCHITECT
HKIT Architects
A California Corporation

By: 
 Christophe Laverne, AIA, Principal

By: 
 Paul McElwee, AIA, Principal

OWNER
Island City Development

DocuSigned by:
 By: 
 5AFA57239EC2484...
 Vanessa Cooper, President

DS DS
 TW SM

By: _____



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Owner - Architect Authorization to Perform Additional Services Number 3

HKIT Architect is authorized to perform the following additional services on the terms outlined below.

Contract Reference:	Consultant Service Agreement, June 3, 2019
Owner:	Island City Development
Architect:	HKIT Architect A California Corporation
HKIT Project Number:	19009
Project:	North Site Supportive Housing Alameda, CA
Scope of Work:	Additional costs for the T-24 reports - T-24 services from GEM, includes individual building reports + energy analysis guidance meetings per City request. Fee is \$3,268 + 10% Markup.
Additional Compensation:	Lump sum: Three Thousand Five Hundred Ninety-Four and Eighty 80/100 Dollars (\$3,594.80).
Other Conditions:	

This Agreement entered into as of **October 6, 2021**.

ARCHITECT
HKIT Architects
A California Corporation

By: 
 Christophe Laverne, AIA, Principal

By: 
 Paul McElwee, AIA, Principal

OWNER
Island City Development

DocuSigned by:
 By: 
 5AFA57239EC2484...
 Vanessa Cooper, President

DS DS
 TW SM

By: _____



ADDITIONAL SERVICE REQUEST

Project Name:	HKIT – AHA North	Project Location:	Mosley ave / Lakehurst Circle, Alameda, CA
Project No.:		Client:	HKIT
Date:	October 4, 2021	Client Project No.:	19009.00

Request is hereby confirmed for Alfa Tech Consulting Enterprises, Inc. to perform the following services:

- Original Proposal assumed (1) T-24 energy model run, it has been determined this project will require a separate T-24 energy model, per building
- Add for 2-hour energy consulting meeting
- Reimbursable expenses are over and above the consulting services fee for GEM

Original or Master Agreement (if any), dated: 1/9/2020

Services not included (this list is not exhaustive):

- HERS services are not included in this proposal and will be a separate proposal.

Fees and Basis: Additional cost of \$3,268

Reimbursable Expenses: **Over and Above Fee**

Services to begin: Upon Approval

Services projected to be completed no later than: December 2022

The undersigned agrees to provide services in accordance with terms listed above:

Name & Title

Signature

Date Signed

Services requested by:

Laura Billings, Sage Green Development, LLC
Name & Title

10/5/2021
Date of Request

October 5, 2021

Laura Billings
 Sage Green Development, LLC
 7050 Exeter Drive
 Oakland, CA 94611
 510-390-3179
laura@sagegreendevlopment.com

Subject: **GEM Job# MFC-21104**
Sage – Alameda North Housing
2019 Energy Code - Title 24 Analysis & Documentation

Dear Ms. Billings,

It is a pleasure to provide a quote for energy consultation services. The consultation is tailored to meet the needs of the of the Alameda North Housing project located in Alameda, CA.

PROJECT SCOPE

Gilleran Energy Management is proposing to provide the following scope of work for this project identified by project phase.

- Primary scope of work
 - 2019 Title 24: Energy code performance analysis and documentation (Res and Nonres)
 - Phases of analysis
 - 100% set - Design development (DD) - Initial energy code model and analysis
 - Proposal includes a 2-hour preliminary design review meeting prior to modeling and an additional 2-hour meeting upon the completion of the analysis to review results.
 - 75% or 90% set - Construction documents (CD) - Progress energy model iteration
 - 75% or 90% set - Construction documents (CD) - Permit documentation

ENERGY AND GREEN BUILDING PROGRAM

Gilleran Energy Management will provide the scope of work outlined below. This scope has been developed after our communications with Ms. Laura Billings, Sage Green Development, LLC, review of the emailed scope, and the provided plans.

A successful energy efficient project is contingent upon the full cooperation by the building owner and the design and construction team in the process of rating and documenting for the program defined in the provided table. This proposal is based upon Gilleran Energy Management receiving the collaboration and assistance of all members of the project to accomplish the program goals. We are excited to be part of the project team and we look forward to working together.

Project Assumptions

Gilleran Energy has used the best available information to provide the scope and budget to meet the project's requirements. Gilleran Energy's proposal is based upon the following assumptions:

- Project will have the same stakeholders throughout the duration of the project:
 - Owner
 - Design team
 - Construction team

PROJECT COSTS

Primary Work Scopes

Title 24 Analysis & Documentation - Pricing and Terms

- Total project price for the scope of work is a cost of \$11,268.00.

Payment Schedule

The project requires a 25% prepayment. Work will be invoiced on a monthly basis while in progress. Final documentation to be provided upon full payment of balance of contract. All invoices shall be due and payable upon receipt by client.

All attempts have been made to clarify the activities included in the proposal. Any miscellaneous printing expenses are not included and will be billed separately. Any additional work outside the scope of this proposal will be billed at the applicable rates.

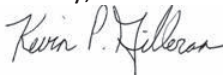
- All energy modeling consulting time on the project is calculated at \$106/hr.

This proposal is available for consideration for 30 days from the issue date. After that date, an updated proposal will be provided upon request. This proposal is based on the completion of all design phase work in this scope within 3 months and all construction phase work in this scope within 24 months from the proposal date. Tasks within the scope that are not completed within this period will require an additional contract for rate adjustment and project remobilization.

The contract can be voided in writing by either party. Compensation will be paid for all work done prior to the date the voided contract is received.

We look forward to working with you to make this a successful project.

Sincerely,



Kevin P. Gilleran

LEED AP, CalCERTS, GPR, CEA, BPI, CEM, QCxP

Acceptance:

Signed: _____, for Sage Green Development

Date: _____

APPENDIX A: 2019 ENERGY CODE – TITLE 24



APPENDIX A: 2019 ENERGY CODE – TITLE 24

2019 T-24 Energy Code: Highrise Residential Energy Analysis and Documentation
Sage - Alameda North Housing
Energy Analysis: T-24 energy code
<i>Phase of analysis: Assumed to use Design Development - 100% set</i>
Code analysis energy models: 1) Nonresidential (community spaces, common areas) and 2) high-rise residential occupancy for 3, 4-story buildings for veteran and senior housing. The project is located at Mosley Avenue and Lakehurst Circle, Alameda, CA. The project is a Title-24 energy code compliance analysis, targeting a minimum code compliance margin for an all-electric building.
Preliminary design team meeting to discuss proposed energy features and design elements prior to the start of takeoffs and modeling. Proposal assumes 2 hours. Meeting to be via video conferencing.
Analysis to be based on the whole building.
Whole building analysis includes the following components:
Envelope Systems - Insulation, Windows, Doors, Skylights
All fenestration is assumed to be NFRC tested and certified. Proposal assumes that a window and door schedule will be provided for the analysis.
Mechanical systems and controls: System criteria and specifications to be provided by design team
Project will be modeled on a unit-by-unit basis. CEC assumptions will be modeled for all applicable occupancies. Proposal assumes all conditioned areas to be comfort conditioned.
Central and local DHW systems with controls
DHW systems: hot water heater, pipe insulation and circulation pump with controls
Evaluation of energy model. Summary of results to design team.
Design team meeting to discuss proposed energy features and to evaluate results and discuss alternate energy features as needed. Meeting to be via video conferencing.
<i>Phase of analysis: Assumed to use Construction Documents - 75% or 90% set</i>
Assumes no significant changes in the building geometries or architectural design.
Review current plan set and specifications for inclusion into current energy model.
Evaluation of updated energy model. Summary of results to design team.
Permit Documentation: California T-24 energy code
<i>Phase of analysis: Assumed to use Construction Documents - 75% or 90% set</i>
Provide T-24 permit submittal documents.
Title-24 building analysis report includes:
Electronic copies of the documents that must be placed on the submittal drawings. (AutoCad compatible - .JPG's or .PDF's).
Permit Documentation: 2019 Mandatory & Prescriptive Requirement Support for Design Team
Project support for mandatory measures required to be completed and submitted at time of permit application:
Solar Ready Buildings: Provide T24 compliance forms to design team with solar ready area and project information to be completed and shown on the plans by architect, electrical and structural designers. Section 110.10, Mandatory Requirements Solar Ready Buildings.
Indoor Lighting: Verify inclusion of lighting controls into permit plans. Lighting designer to include mandatory lighting shut-off and multilevel controls including occupancy, vacancy, motion sensor, time-switch control and vacancy controls as applicable for Section 130.1 Mandatory Requirements for Indoor Lighting Controls.
Electrical Power Distribution Systems: Provide T24 compliance forms with project information to electrical designer for completion. Section 130.5, Mandatory Requirements for Electrical Power Distribution Systems. Completed forms to be provided to GEM for inclusion into Title 24 submittal documents.

2019 T-24 Energy Code: Highrise Residential Energy Analysis and Documentation	
Sage - Alameda North Housing	
Covered Process: Provide applicable Covered Process T24 compliance forms to be completed by design team. Section 120.6, Mandatory Requirements for Covered Processes. Completed forms to be provided to GEM for inclusion into Title 24 submittal documents.	
Support	
Project Management	
Communications (email, phone calls, download new drawings/specifications, etc.)	
Project Exclusions	
Meetings as identified in above are included in this proposal.	
No meetings or travel are included in this proposal.	
CALGreen consulting and field verification (if applicable)	
Additional work and/or plan reviews beyond what is specifically identified in scope noted above.	
Projects designed before the 2019 Energy Code change, effective January 1, 2017 may require additional analysis to meet the more stringent code requirements. If iterative analysis is required the associated work will be billed as time and materials under a separate proposal.	
California State Building Standards Code changes are not included in this proposal.	
All energy calculations for T24 compliance documentation related to the process energy use to be provided by the design professional.	
Design team consultation and support by separate contract if not clearly defined	
All permit phase work is expected to be completed within 6 months of the date of the signed contract.	
This proposal assumes the proposed building as designed will comply with the California Energy Code. Support and revisions for non-compliant buildings will be billed separately.	
Commissioning of energy and water systems.	
Client is responsible to identify any additional jurisdictional requirements beyond requirements of CA energy code.	
Any follow up or response to plan check comments not related specifically to the permit energy analysis is excluded and will be billed separately. Changes to plans after completion of the permit T-24 documents are excluded and will be billed separately.	
This proposal addresses permit phase scope only. Construction phase field verifications (including HERS) are excluded.	
Value engineering	
Bidding and negotiation	
Construction administration	



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Owner - Architect Authorization to Perform Additional Services Number 4

HKIT Architect is authorized to perform the following additional services on the terms outlined below.

Contract Reference: Consultant Service Agreement, June 3, 2019

Owner: Island City Development

Architect: HKIT Architect
A California Corporation

HKIT Project Number: 19009

Project: North Site Supportive Housing , Alameda, CA

Scope of Work: Expanded scope: Planting and irrigation design for the streetscape portion of the masterplan development adjacent to the North Site Parcel A. Includes coordination with civil engineer and architect. Fee/scope is anticipated as follows:

- 95% CD plans
 - o PGA: \$15,400
 - o HKIT: \$5,000
- Final Map CD Plans
 - o PGA: \$13,200
 - o HKIT: \$1,500
- Tentative Map plans – rev 1
 - o PGA: \$8,800
- Tentative Map plans – rev 2
 - o PGA: \$6,600


Additional Compensation: Lump sum: Fifty Thousand Five Hundred and no 00/100 Dollars (\$50,500).

Other Conditions: n/a

This Agreement entered into as of **October 28, 2021**.

ARCHITECT
HKIT Architects
A California Corporation

By: 
Christophe Laverne, AIA, Principal

By: 
Paul McElwee, AIA, Principal

OWNER
Island City Development

By: _____

By: _____



LANDSCAPE ARCHITECTS

ADDITIONAL SERVICES REQUEST NO. 1
for
ICD – North Site Supportive Housing Streetscape

October 26, 2021

Paul McElwee, Principal
 HKIT Architects
 538 Ninth Street Suite 240
 Oakland California 94607

RE: North Site Supportive Housing Streetscape work

Per our conversation, I understand you are requesting the following additional services for the North Site Supportive Housing project and that the drawings for this work will be a separate design and submittal schedule as well as separate set of plans from the on-site set.

Work includes:

Planting and irrigation design for the streetscape portion of work as shown in Exhibit A.

Work will be produced in the submittals as outlined below and will be billed on a lump sum basis, additional submittals or review periods will be additional work.

95% CD Plans for client & city review (Tentative end of November)	\$14,000
Final CD Plans for Final Map Recording (Tentative January 2022)	\$12,000
Révisions to Tentative Map plans 1st time	\$8,000
Révisions to Tentative Map plans 2 nd time	\$6,000
Total Design Fee for Basic Services	\$40,000

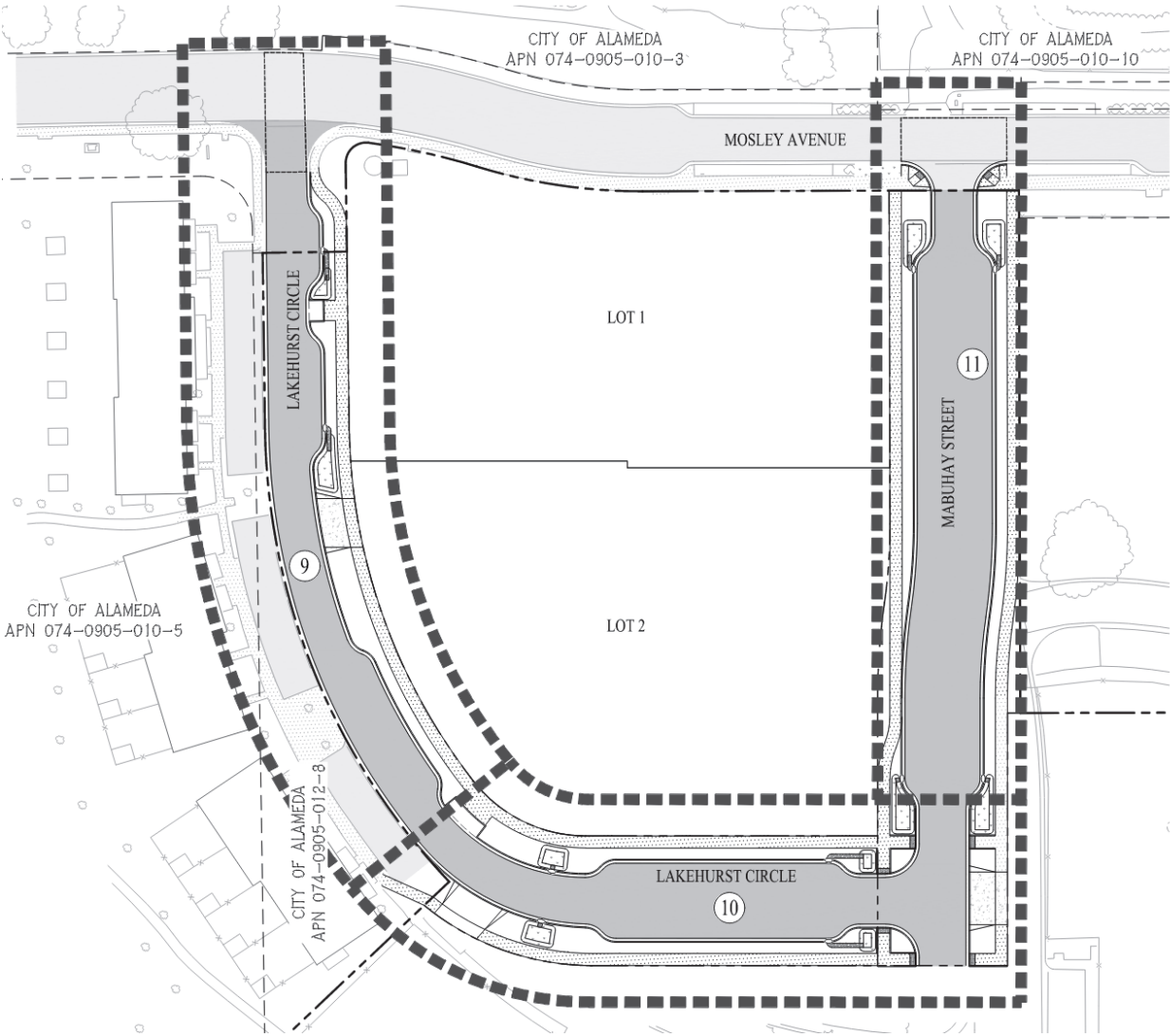
All other provisions of our original agreement are not affected by this additional services request.

Thank you for your attention to this matter. We look forward to completing the project.

Karen Krolewski, PGAdesign

Accepted By: _____ Date: _____

Exhibit A - Scope of Work:





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Owner - Architect Authorization to Perform Additional Services Number 5


HKIT Architect is authorized to perform the following additional services on the terms outlined below.

Contract Reference:	Consultant Service Agreement, June 3, 2019
Owner:	Island City Development
Architect:	HKIT Architect A California Corporation
HKIT Project Number:	19009
Project:	North Site Supportive Housing Alameda, CA
Scope of Work:	Additional costs for GPR scoring. Original proposal assumed one submittal for whole project. Now three separate scorecards, inspections, and certifications required. Also, we propose an allowance for potential adjustments to the T-24 reports during the building plan check process. See attached proposal from Sage Green.
Additional Compensation:	GPR services: Lump sum \$16,500 x 1.1 HKIT admin = \$18,150 Eighteen Thousand One Hundred Fifty and 00/100 Dollars.
Other Conditions:	T-24 allowance: \$1,500 to be submitted as a reimbursable, if adjustments to the T-24 report required during Plan Review

This Agreement entered into as of **August 31, 2022**

ARCHITECT
HKIT Architects
A California Corporation

By: 
Christophe Laverne, AIA, Principal

By: 
Paul McElwee, AIA, Principal

OWNER
Island City Development

DocuSigned by:
By: 
5AFA57239EC2484...

By: _____

DS
TW

DS
SM

Sage Green Strategies



41 Bonita Court • Walnut Creek, CA 94595 • Phone: 925-243-5525
E-Mail: Lisa@sagegreen.us

Additional Service Agreement (ASA):

Project Name:	HKIT-AHA North	Project Location:	Mosley Ave/Lakehurst, Alameda CA
Project No.:		Client:	HKIT
Date:	August 16, 2022	Client Project No.:	19009.0
Request is hereby confirmed for Sage Green Strategies, Inc. to perform the following services:			
<p>GPR Services (Sage Green) Original proposal assumed (1) GPR certification, scorecard and site visit for full project. The project is broken out by building/permit, essentially breaking this project out into 3 separate certifications, scorecards and inspections. The only synergies will be for submittal reviews and project meetings. Add for rough inspection (+4,000), final inspection (+8,000), 3 scorecards (+1,000), documentation/admin (+3,500), plus project extension through June 2025. Total add of \$16,500</p> <ul style="list-style-type: none"> PSI – 45 units – minimum of 8 units to be inspected + common space, site and CALGreen measures PS2 – 46 units – minimum of 8 units to be inspected + common space, site and CALGreen measures Senior – 64 units – minimum of 11 units to be inspected + common space, site and CALGreen measures <p>Energy Modeling Reimbursable (Energysoft) T-24 modeling place holder, to provide minor changes to existing T-24 models to accommodate any supply chain changes or change in glazing/envelope assumptions in design, through submittal process in construction administration. This fee would only be used if T-24 changes in modeling would be required, this does not cover any major design changes that would require extensive change to current energy model. Total add of \$1,500</p>			
Original or Master Agreement (if any), dated:		1/9/2020	
Services not included (this list is not exhaustive):			
Fees and Basis:	Lump sum add of \$16,500 for GreenPoint Rated services for 3 separate projects/permits		
Reimbursable Expenses:	\$1,500 reimbursable allowance for T-24 energy modeling services in CA phase		
Services to begin:	Upon Approval		
Services projected to be completed no later than:		June 2025, if project extends longer additional services will be requested	

The undersigned agrees to provide services in accordance with terms listed above:

Name & Title

Signature

Date Signed

Services requested by:

Lisa Marshall, Principal – Sage Green Strategies, Inc.
Name & Title

8/16/2022
Date of Request

EXHIBIT B
FEE SCHEDULE

Travel Accommodations Expense Requirements-Consultants

Consultants are expected to use prudent planning in arranging business travel to control costs. Consultant is expected to exercise business judgment to align expenses with requirements of Island City Development (ICD). Only necessary and reasonable business expenditures will be reimbursed.

Any Consultant who incurs business expenses on behalf of ICD must submit an expense report with appropriate documentation explaining the business purpose of travel and itemizing expenses.

Air Transportation

In general, Consultants should fly at the lowest cost economy fare. As circumstances permit, air transportation should be booked in advance to achieve the lowest available advance-purchase fare.

Ground Transportation

When using ground transportation, Consultants should select the most economical mode of reliable and safe transportation. Reimbursement will be for the actual and reasonable expense incurred while on ICD business.

Rental cars are to be the lowest cost vehicle at a cost and class no greater than that which is necessary to conduct business.

Corporate Automobile Liability

Coverage shall be a minimum of \$1,000,000 per accident for Bodily Injury and Property Damage \$2,000,000 Annual aggregate. Automobile liability insurance shall be as broad as Insurance Services Office form number CA 00 01 covering Code 1 (any auto: owned, hired or leased).

In lieu of Corporate Automobile Liability Coverage, Consultant shall purchase rental car insurance for limits of not less than \$1,000,000 at no additional cost to the ICD. This rental car insurance provision shall apply when the Consultant's firm's auto liability policy does not include the above referenced insurance provisions (i.e. any auto Code 1).

Accommodations

Expenses for lodging are to be for a standard single room rate at the most reasonable priced mid-tier hotel available. Exceptions may be made for Consultants attending conventions and meetings with hotels; other exceptions require business rationale, which must be documented and approved by the ICD. Where extended travel is involved, reduced rates and/or extended-stay hotel options must be considered.

Out-Of-Pocket Expenses

CONSULTANT SERVICES CONTRACT

Page 28

Incidental expenses will be reimbursed for the actual and reasonable cost incurred unless otherwise stated by local county laws and regulations, (e.g. daily allowance instead of actual cost.) Receipts are required at an expenditure level to satisfy local tax requirements.

Non-reimbursable Expenses

Consultants may not be reimbursed for out-of-pocket expenses of a personal nature. (e.g., recreational expenses, gifts, etc.).

Any and all costs incurred by Consultant shall not exceed the Contracted Amount set forth in the Consultant Services Contract.

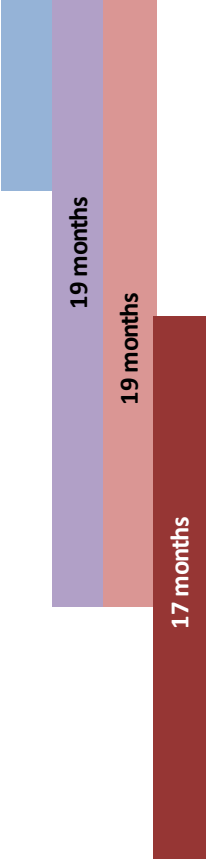
EXHIBIT B - FEE MATRIX

Updated DECEMBER 15, 2023, 2023

NORTH SITE HOUSING (MULTI-PHASE DELIVERY)(1)(3)(5)		ENTITLEMENTS (1)	SCHEMATIC DESIGN (2)(1b)	DESIGN DEVELOPMENT (2)	CONSTRUCTION DOCUMENTS (2)	BID & PERMITTING (2)		CONSTRUCTION ADMINISTRATION - REVISED DEC 15, 2023 FOR EXTENDED SCOPE (4)	TOTAL
Architectural (2)		\$ 71,500	\$ 65,000	\$ 174,625	\$ 284,275	\$ 76,500		\$ 596,800	1,268,700
Civil		\$ 16,500	\$ (16,500)	\$ -	\$ -	\$ -			-
Landscape		\$ 9,130	\$ 7,370	\$ 30,800	\$ 57,200	\$ 6,600		\$ 27,500	138,600
Structural		\$ 1,100	\$ 17,600	\$ 33,000	\$ 75,900	\$ 6,600		\$ 61,600	195,800
Mechanical / Plumbing		\$ 8,800	\$ 8,800	\$ 45,100	\$ 80,300	\$ 2,200		\$ 33,550	178,750
Electrical		\$ 5,000	\$ 6,000	\$ 55,000	\$ 77,000	\$ 5,500		\$ 36,300	184,800
Waterproofing		\$ -	\$ -	\$ 9,350	\$ 18,700	\$ 15,950		\$ 82,500	126,500
Acoustical		\$ -	\$ 6,600	\$ 8,250	\$ 9,900	\$ 1,650		\$ 24,200	50,600
Sustainability / T-24		\$ 2,200	\$ 550	\$ 8,250	\$ 10,450	\$ 2,200		\$ 36,947	60,597
Waste Management		\$ -	\$ 1,250	\$ 2,625	\$ 4,375	\$ 625		\$ -	8,875
CONTINGENCY / ADD SERVICES #1, 2,3, 5			\$ 31,305					\$ -	31,305
CONTRACT AMENDMENT 1 (ADDED OFFSITE LANDSCAPE WORK - ASR #4)			\$ 50,500					\$ -	50,500
Total		\$ 114,230	\$ 96,670	\$ 367,000	\$ 618,100	\$ 117,825		\$ 899,397	2,295,027
Notes		(1) \$114,230.00 fee for entitlements phase per separate proposal dated June 12, 2019.. Delivery assumes one application for all three buildings.							
		(1b) Civil scope removed from prior entitlements scope. \$16,500 credit for this scope applied to SD phase							
		(2) For the DD-CD/Bid Permit , the fee assumes all three buildings designed and approved at the same time in 3 separate building permit packages.							
		(3) Based on \$60M construction cost, Type VA wood frame on grade							
		(4) See attached for assumed construction administration schedule and staffing projection.							
		(5) Assumes conventional "stick framed" wood construction (not modular/factory built)							
		(6) Assumes ministerial planning review under SB35 expedited process. No design review/ council hearings.							
		(7) Cost not-to-exceed allowance for revisions due to value engineering after the initial building permit application submittal (typically 50%-75% CD)							
Exclusions		Consultants other than above							

ALAMEDA HOUSING AUTHORITY - NORTH SITE
HKIT ARCHITECTS - Dec 15, 2023

VERTICAL CONSTRUCTION (THREE CONTRACTS)

				19 months PHASE 1	19 months PHASE 2	17 months PHASE 3		
				PSH Phase 1	Phase 2 - Senior	PSH Phase 2		
				\$ 104,533	\$ 104,533	\$ 93,530	\$	302,597 Consultants
				\$ 206,167	\$ 206,167	\$ 184,465	\$	596,800 Arch Only
				\$ 310,701	\$ 310,701	\$ 277,995	\$	899,397 Total
				EST HOURS				
	Feb-24	1	120	\$16,353	\$16,353	\$0	\$32,705	
	Mar-24	2	120	\$16,353	\$16,353	\$0	\$32,705	
	Apr-24	3	120	\$16,353	\$16,353	\$0	\$32,705	
	May-24	4	120	\$16,353	\$16,353	\$0	\$32,705	
	Jun-24	5	120	\$16,353	\$16,353	\$0	\$32,705	
	Jul-24	6	120	\$16,353	\$16,353	\$0	\$32,705	
	Aug-24	7	100	\$16,353	\$16,353	\$0	\$32,705	
	Sep-24	8	100	\$16,353	\$16,353	\$0	\$32,705	
	Oct-24	9	120	\$16,353	\$16,353	\$0	\$32,705	
	Nov-24	10	180	\$16,353	\$16,353	\$0	\$32,705	
	Dec-24	11	180	\$16,353	\$16,353	\$16,353	\$49,058	
	Jan-25	12	180	\$16,353	\$16,353	\$16,353	\$49,058	
	Feb-25	13	160	\$16,353	\$16,353	\$16,353	\$49,058	
	Mar-25	14	160	\$16,353	\$16,353	\$16,353	\$49,058	
	Apr-25	15	160	\$16,353	\$16,353	\$16,353	\$49,058	
	May-25	16	160	\$16,353	\$16,353	\$16,353	\$49,058	
	Jun-25	17	160	\$16,353	\$16,353	\$16,353	\$49,058	
	Jul-25	18	120	\$16,353	\$16,353	\$16,353	\$49,058	
	Aug-25	19	120	\$16,353	\$16,353	\$16,353	\$49,058	
	Sep-25	20	80	\$0	\$0	\$16,353	\$16,353	
	Oct-25	21	80	\$0	\$0	\$16,353	\$16,353	
	Nov-25	22	80	\$0	\$0	\$16,353	\$16,353	
	Dec-25	23	60	\$0	\$0	\$16,353	\$16,353	
	Jan-26	24	60	\$0	\$0	\$16,353	\$16,353	
	Feb-26	25	60	\$0	\$0	\$16,353	\$16,353	
	Mar-26	26	80	\$0	\$0	\$16,353	\$16,353	
	Apr-26	27	80	\$0	\$0	\$16,353	\$16,353	
TOTALS				3200	\$ 310,701	\$ 310,701	\$ 277,995	\$ 899,397
				HKIT ONLY				
				CONTRACT #1	CONTRACT #2	CONTRACT #3		
				19 MONTHS	19 MONTHS	17 MONTHS		
WEIGHTED AVERAGE				34.5%	34.5%	30.9%		
HKIT FEE				\$ 206,167	\$ 206,167	\$ 184,465		
CONSULTANT FEE				\$ 104,533	\$ 104,533	\$ 93,530		
				\$ 310,701	\$ 310,701	\$ 277,995	\$	899,397



HKIT ARCHITECTS
HOURLY BILLING RATE SHEET
 Effective December 1, 2023
 (Subject to annual adjustments)

CLASSIFICATION	BILLABLE HOURLY RATES
Principal	\$ 250.00
Director of Design	\$ 235.00
Senior Project Manager	\$ 220.00
Senior Construction Administrator	\$ 215.00
Senior Architect	\$ 210.00
Senior Designer	\$ 205.00
Project Manager	\$ 175.00 - \$ 195.00
Architect 1-3	\$ 160.00 - \$ 190.00
Construction Administrator	\$ 190.00
Specification Writer	\$ 180.00
Director of Interior Design	\$ 210.00
Senior Interior Designer	\$ 185.00
Designer 1-3/Interior Designer 1-3	\$ 120.00 - \$ 165.00
Junior Designer/Junior Interior Designer	\$ 105.00
Technical/Production Assistant	\$ 120.00 - \$ 160.00

CONSULTANT SERVICES CONTRACT

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EXHIBIT C
Not Applicable

EXHIBIT D
FORM HUD-5370-C (01/2014), GENERAL CONDITIONS FOR NON-
CONSTRUCTION CONTRACTS

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$150,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$150,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

20. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

22. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of

recovered materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

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EXHIBIT E
Not Applicable

AMENDED AND SUPERSEDED CONSULTANT SERVICES CONTRACT

THIS AMENDED AND SUPERSEDED CONSULTANT SERVICES CONTRACT ("Agreement"), entered into this 4th day of January, 2024 ("Effective Date"), by and between MOSLEY AND MABUHAY LP, a California limited partnership (hereinafter referred to as "MOSLEY LP"), and HKIT ARCHITECTS, a California corporation whose address is 538 Ninth Street, Suite 240, Oakland, CA 94607, (hereinafter referred to as "Consultant"), is made with reference to the following:

RECITALS:

A. MOSLEY LP is a California limited partnership affiliated with Island City Development ("ICD") and the Housing Authority of the City of Alameda ("AHA") and is duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.

B. MOSLEY LP has determined that it requires professional services for Architectural and Engineering Services for The Estuary II, also referred to as North Housing PSH II ("Project"), as described further in Paragraph 2 of this Agreement.

C. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

D. Consultant represents that it possesses the skill, experience, ability, background, applicable certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

E. Consultant has provided services related to the Project under the Consultant Services Contract between ICD and Consultant dated September 1st, 2021 and Amendment No.1 dated November 18, 2021 (collectively "Former Contracts"). The not to exceed amount of the Former Contracts is one million seven hundred seventy-seven thousand six hundred dollars and zero cents (\$1,777,600.00). The value of the services associated with the Project is five hundred ninety two thousand five hundred thirty three dollars and thirty three cents (\$592,533.33), which is equivalent to one-third of the total Former Contracts costs.

F. MOSLEY LP and Consultant desire to enter into an agreement to provide the subject services as discussed in more detail below.

G. Consultant, under the Former Contracts, has completed services valued at one million three hundred ninety five thousand six hundred thirty dollars and zero cents (\$1,395,630) and has received full compensation from ICD for said value. MOSLEY LP agrees to purchase a third of the services or products completed by the Consultant in accordance with the Former Contracts, including all documents, reports, plans, and other deliverables prepared by the Consultant as well as all rights and responsibilities from the Former Contracts, from ICD. The value of the services to be purchased by MOSLEY LP and credited to this Agreement is four hundred sixty five thousand two hundred ten dollars and zero cents (\$465,210, "Credited Amount").

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. **TERM.**

The term of this Agreement shall commence on the Effective Date and end on December 31, 2026, unless extended, as discussed herein, or terminated earlier as provided in Paragraph 20 below ("Term"). The parties may choose by mutual agreement to extend the term of this Agreement for up to a maximum of 5 years and shall do so by executing a written amendment to the Agreement. All indemnification, defense, and hold harmless provisions in this Agreement shall survive the termination of this Agreement.

2. **SERVICES TO BE PERFORMED.**

2.1 Consultant has provided or shall provide the following services to MOSLEY LP, those services outlined and specified in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference, all at the not to exceed fee stated in Paragraph 3 below. In the event of any inconsistencies between this Agreement's exhibits and this Agreement, the terms of this Agreement shall govern.

2.2 Consultant represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement, and MOSLEY LP relies upon this representation. Consultant shall perform to the satisfaction of MOSLEY LP, and Consultant shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant further represents and warrants to MOSLEY LP that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice its profession. Consultant further represents that it shall keep all such licenses and approvals in effect during the Term of this Agreement.

2.3 Consultant affirms that it is fully apprised of all of the work previously completed and to be performed under this Agreement; and Consultant agrees it can properly perform this work for the fee stated in Paragraph 3. Consultant shall not perform services or provide products that are not set forth in this Agreement, unless by prior written request of MOSLEY LP.

2.4 Consultant agrees that it has performed and has been fully compensated for services as indicated in Exhibit A and will continue to perform all remaining services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by MOSLEY LP nor have any contractual relationship with MOSLEY LP.

2.5 Acceptance by MOSLEY LP of Consultant's performance, or portion thereof, under this Agreement does not operate as a release of Consultant's responsibility for full compliance with the terms of this Agreement.

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2.6 Acceptance by MOSLEY LP of this Agreement does not guarantee further work on the North Housing Block A Development.

3. **COMPENSATION TO CONSULTANT.**

3.1 MOSLEY LP shall pay the Consultant for services performed, products provided and expenses incurred for the Scope of Services defined in Exhibit A, and according to the Fee Schedule set forth in Exhibit B. Maximum payment by MOSLEY LP to Consultant for the services provided herein shall not exceed seven hundred forty three thousand two hundred five dollars and zero cents (\$743,205.00), including all expenses ("Contracted Amount"). The Contracted Amount includes a value of services already completed and credited to this Agreement equivalent to four hundred sixty five thousand two hundred ten dollars and zero cents (\$465,210.00, "Credited Amount"). The remaining balance of the Contracted Amount to be paid upon completion of outstanding services is two hundred seventy seven thousand nine hundred ninety five dollars and zero cents (\$277,995.00). MOSLEY LP shall not be responsible for any fees or costs incurred above or beyond the aforementioned Contracted Amount and MOSLEY LP shall have no obligation to purchase any specified amount of services or products, unless agreed to in writing by MOSLEY LP pursuant to Paragraph 4 below. Consultant shall invoice MOSLEY LP for the services to be performed pursuant to the Scope of Services attached hereto as Exhibits A at the rates, inclusive of all taxes, insurance, benefits, wages, profit, overhead, and every other personnel cost borne by Consultant, set forth in the Scope of Services attached hereto as Exhibits A provided, however, in no event shall any and all costs paid under this Agreement exceed the Contracted Amount.

3.2 CONSULTANT shall be paid only in accordance with an invoice submitted to MOSLEY LP by Consultant. CONSULTANT agrees that they have been previously paid for services equivalent to the Credited Amount under this contract and is not entitled to receive any further compensation for those items billed and paid under the Former Contracts and credited to this Agreement. Each month Consultant shall furnish to MOSLEY LP an original invoice in duplicate, using MOSLEY LP's template, or in a format acceptable to MOSLEY LP, for all work performed and expenses incurred during the preceding month. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice MOSLEY LP for any duplicate services performed by more than one person.

MOSLEY LP shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by MOSLEY LP, MOSLEY LP shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to Consultant only after services have been rendered or delivery of materials or products, and acceptance has been made by MOSLEY LP. Consultant shall prepare and submit such invoices in duplicate. For this Agreement, Consultant shall send the original and duplicate copies of invoices to:

Mosley and Mabuhay LP
701 Atlantic Avenue
Alameda, CA 94501-2161
ATTN: Jenny Wong, Senior Project Manager
(510) 747-4366

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Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; itemization of the description of the work performed (hourly rate and extensions, if applicable), the date of performance, the associated time for completion; and an invoice total. In the event any charges or expenses are disputed by MOSLEY LP, the original invoice shall be returned by MOSLEY LP to Consultant for correction and resubmission. Review and payment by MOSLEY LP for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

4. **Alteration or Changes to the Agreement.**

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No additional services shall be performed by Consultant without a written amendment to this Agreement.

Consultant understands that MOSLEY LP and ICD's Board of Directors, President, or designee, within their delegated authority, are the only authorized representatives ("Estuary I Representative") who may at any time, by written order, make any alterations within the general scope of this Agreement.

5. **INSPECTION OF SERVICES.**

All services performed pursuant to this Agreement shall be subject to inspection and approval by MOSLEY LP. Consultant shall cooperate with the Estuary I Representative to permit him/her to determine Consultant's conformity with the terms of this Agreement. If any services performed or products provided by Consultant are not in conformance with the terms of this Agreement, MOSLEY LP shall have the right to require Consultant to perform the services or provide the products in conformance with the terms of this Agreement at no additional cost to MOSLEY LP. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, MOSLEY LP shall have the right to: (1) require Consultant immediately to take all necessary steps to ensure future performance in conformity with the terms of this Agreement; and/or (2) if applicable, reduce the Contracted Amount to reflect the reduced value of the services performed or products provided. MOSLEY LP may also terminate this Agreement for default and charge to Consultant any costs incurred by MOSLEY LP because of Consultant's failure to perform.

Consultant shall establish adequate procedures for self-monitoring to ensure proper performance under this Agreement; and shall permit the Estuary I Representative to monitor, assess or evaluate Consultant's performance under this Agreement at any time upon reasonable notice to Consultant.

6. **TIME IS OF THE ESSENCE.**

Consultant and MOSLEY LP agree that time is of the essence regarding the performance of this Agreement.

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7. INDEPENDENT CONTRACTOR.

The Consultant is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of MOSLEY LP or its affiliates. It is expressly understood and agreed that the Consultant (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which MOSLEY LP or its affiliates' employees are entitled, including but not limited to overtime, any retirement benefits, injury leave or unemployment insurance, workers' compensation coverage, vacation, and/or sick leave. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No right of employment will be acquired by virtue of Consultant's services hereunder. There shall be no employer-employee relationship between the parties; and Consultant shall hold MOSLEY LP and its affiliates harmless from any and all claims that may be made against MOSLEY LP or its affiliates based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that Consultant in the performance of this Agreement is subject to the control or direction of MOSLEY LP merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

MOSLEY LP and Consultant agree that during the term of this Agreement and for a period of one year after termination, the parties shall not solicit for employment, hire, or retain, whether as an employee or independent contractor, any person who is or has been employed by the other without written agreement by the other party.

8. IMMIGRATION REFORM AND CONTROL ACT (IRCA).

Consultant assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal or state rules and regulations. Consultant shall indemnify, defend and hold MOSLEY LP and its affiliates harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this Paragraph 8 by Consultant.

9. NON-DISCRIMINATION.

Consistent with ICD's policy that harassment and discrimination are unacceptable conduct and will not be tolerated, Consultant shall not discriminate in the provision of services hereunder, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, sexual orientation, pregnancy, sex, age, gender identity, or marital status in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities

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Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations. Consultant agrees that any and all violations of this Paragraph 9 shall constitute a breach of this Agreement.

10. **INDEMNIFICATION/DEFENSE/HOLD HARMLESS.**

10.1 Consultant shall indemnify, defend, and hold harmless MOSLEY LP, ICD, AHA, their respective directors, officers, Board of Commissioners, Board of Directors, elected and appointed officials, employees, agents, and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities"), based or asserted upon any act, omission, or services of Consultant, its officers, employees, subcontractors, independent contractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death (including but not limited to MOSLEY LP, ICD and AHA employees), or any other element of damage of any kind or nature whatsoever, relating to or in any way connected with or arising from the performance of Consultant, its officers, employees, subcontractors, independent contractors, agents or representatives from this Agreement, excluding the willful misconduct or gross negligence of the person or entity seeking to be defended, indemnified or held harmless. Consultant shall defend, at its sole expense, all costs and fees including, but not limited to, reasonable attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or legal action based upon such alleged acts or omissions, unless such claims arise due to the willful misconduct or gross negligence of the person or entity seeking to be defended, indemnified or held harmless consistent with California Civil Code section 2782.8. In connection with the forgoing:

- (a) Consultant shall defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including reasonable legal costs and reasonable attorneys' fees incurred in connection therewith;
- (b) Consultant will promptly pay any judgment rendered against the Indemnitees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the Indemnitees harmless therefrom;
- (c) In the event the Indemnitees are made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the Indemnitees, any and all costs and expenses incurred by the Indemnitees in such action or proceeding, including but not limited to, legal costs and reasonable attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify the Indemnitees hereunder therefore, and failure of the Indemnitees to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Paragraph

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10.1 do not apply to claims or liabilities occurring as a result of MOSLEY LP's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from MOSLEY LP's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional consistent with California Civil Code section 2782.8. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

10.2 With respect to any action or claim subject to indemnification herein by Consultant, Consultant shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of MOSLEY LP; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Consultant's indemnification to Indemnitees as set forth herein. Consultant's obligation hereunder shall be satisfied when Consultant has provided to MOSLEY LP, ICD and/or AHA (as applicable) the appropriate form of dismissal relieving MOSLEY LP, ICD and/or AHA (as applicable) from any liability for the action or claim involved.

10.3 The specified insurance limits required in this Agreement shall in no way limit or circumscribe Consultant's obligations to indemnify, defend, and hold harmless the Indemnitees herein from third party claims.

10.4 MOSLEY LP does not, and shall not, waive any rights that it may possess against Consultant because of acceptance by MOSLEY LP, or the deposit with MOSLEY LP, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless, indemnification and defense provision shall apply regardless of whether or not any insurance policies determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. All hold harmless, indemnity, and defense obligations of Consultant contained in this Agreement shall survive the termination and expiration of this Agreement.

10.5 The hold harmless, indemnity, and defense obligations found in this Paragraph 10 shall be in addition to any other obligation of Consultant to hold harmless, indemnify, or defend MOSLEY LP, ICD, AHA, and the Indemnitees under this Agreement.

11. **INSURANCE.**

Without limiting or diminishing the Consultant's obligation to indemnify, defend, or hold harmless the Indemnitees, Consultant shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. On or before the commencement of the terms of this Agreement, Consultant shall furnish MOSLEY LP with certificates of insurance showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with this Paragraph 11 and such certificates shall be in the form required by MOSLEY LP. Such certificates, which do not limit Consultant's indemnification, defense, and hold harmless obligations, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording

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coverage shall provide thirty (30) days' advance written notice to Mosley and Mabuhay LP by certified mail."

It is agreed that Consultant shall maintain in force at all times during the performance of the Agreement all appropriate coverage of insurance acceptable to MOSLEY LP and licensed to do insurance business in the State of California.

An endorsement naming the the Indemnitees as additional insured pursuant to Paragraph 11(D) shall be submitted with the insurance certificates.

A. **COVERAGE:**

Consultant shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000	each occurrence
	\$2,000,000	aggregate – all other
Property Damage:	\$1,000,000	each occurrence
	\$2,000,000	aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$1,000,000 will be considered equivalent to the required minimum limits shown above.

(3) **Automotive:**

Comprehensive automobile liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000	per accident
	\$2,000,000	aggregate
Property Damage:	\$1,000,000	per accident
	\$2,000,000	aggregate

OR

Combined Single Limit:	\$1,000,000	per accident
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(4) **Professional Liability:**

Professional liability insurance which includes coverage for the negligent professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000.

B. **SUBROGATION WAIVER:**

Consultant agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance that Consultant shall look solely to its insurance for recovery. Consultant hereby grants to MOSLEY LP, on behalf of any insurer providing comprehensive general and automotive

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liability insurance to either Consultant or MOSLEY LP with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of said Consultant may acquire against MOSLEY LP by virtue of the payment of any loss under such insurance.

C. **FAILURE TO SECURE:**

If Consultant, at any time during the term hereof, should fail to secure or maintain the foregoing insurance consistent with this Paragraph 11, MOSLEY LP shall be permitted, but not obligated, to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid. Consultant shall promptly reimburse MOSLEY LP or MOSLEY LP will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, MOSLEY LP may cancel this Agreement.

D. **ADDITIONAL INSURED:**

MOSLEY LP, ICD, AHA, and their respective directors, officers, Board of Commissioners, Board of Directors, elected and appointed officials, employees, agents and representatives, and designated volunteers shall be named as an additional insured under all insurance coverage's, except any professional liability insurance or worker's compensation insurance, required by this Agreement. The naming of an insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof.

Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. **SUFFICIENCY OF INSURANCE:**

The insurance limits required by MOSLEY LP are not represented as being sufficient to protect Consultant. Consultant is advised to consult Consultant's insurance broker to determine adequate coverage for Consultant.

Consultant shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

Consultant agrees to notify MOSLEY LP in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in

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accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Estuary I Representative.

F. **PROOF OF INSURANCE:**

Consultant shall provide certificates of insurance to MOSLEY LP as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by MOSLEY LP prior to commencement of performance. Current certification of insurance shall be kept on file with MOSLEY LP at all times during the term of this Agreement. MOSLEY LP reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. **DURATION OF COVERAGE:**

Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees, subcontractors, or subconsultants.

H. **ENFORCEMENT OF CONTRACT PROVISIONS (NON-ESTOPPEL):**

Consultant acknowledges and agrees that any actual or alleged failure on the part of MOSLEY LP, ICD or AHA to inform Consultant of non-compliance with any requirement imposes no additional obligations on MOSLEY LP, ICD and AHA nor does it waive any rights hereunder.

I. **PROHIBITION OF UNDISCLOSED COVERAGE LIMITATIONS:**

None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to MOSLEY LP and approved of in writing.

J. **SEPARATION OF INSURED:**

A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

K. **PASS THROUGH CLAUSE:**

Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the services provided in this Agreement who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Paragraph 11. Consultant agrees that upon request,

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all agreements with subconsultants, subcontractors, and others engaged in the project will be submitted to MOSLEY LP for review.

L. **TIMELY NOTICE OF CLAIMS:**

Consultant shall give MOSLEY LP prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

M. **ADDITIONAL INSURANCE:**

Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

12. **CONFLICT OF INTEREST.**

No employee, agent, contractor, officer or official of MOSLEY LP who exercises any functions or responsibilities with respect to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to it, shall obtain a personal or financial interest in or benefit from any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom they have family or business ties, during his or her tenure or for one (1) year thereafter. The term "contractor" also includes the employees, officers (including board members), agents and subcontractors of Consultant under this Agreement.

Consultant covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with Consultant's performance under this Agreement. Consultant further covenants that no person or subcontractor having any such interest shall be employed or retained by Consultant under this Agreement. Consultant agrees to inform MOSLEY LP of all Consultant's interests, if any, which are or may be perceived as incompatible with the MOSLEY LP's interests.

Consultant shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom Consultant is doing business or proposing to do business, in accomplishing the work under this Agreement.

Consultant or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to MOSLEY LP or its affiliates' employees.

In order to carry out the purposes of this Paragraph 12, Consultant shall incorporate, or cause to be incorporated, in all contracts and subcontracts relating to activities pursuant to this Agreement, a provision similar to that of this Paragraph 12.

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Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant further understands that it may be required to fill out a Statement of Economic Interests, a form provided by the California Fair Political Practices Commission, if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

13. **PROHIBITION AGAINST ASSIGNMENTS.**

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without prior written consent of MOSLEY LP. Any attempt to do so without said consent shall be null and void, and any assignee, sub lessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from MOSLEY LP under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent, but written notice of such assignment shall be promptly furnished to MOSLEY LP by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint venture or syndicate or co tenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

14. **SUBCONTRACTOR APPROVAL.**

Unless prior written consent from MOSLEY LP is obtained, only those people and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement. In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of worker's compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

15. **PERMITS AND LICENSES.**

Consultant shall comply with all State of California or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to ICD, including, but not limited to a City of Alameda business license. Consultant warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Alameda, the City of Alameda and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement relative to the Scope of Services to be performed under Exhibits A, and that service(s) will be performed by properly trained and licensed staff.

16. **REPORTS.**

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Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement shall be the exclusive property of MOSLEY LP. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to MOSLEY LP the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of MOSLEY LP, and all publication rights are reserved to MOSLEY LP.

All Reports prepared by Consultant may be used by MOSLEY LP in execution or implementation of:

- (1) The original Project for which Consultant was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original project; and/or
- (4) Other MOSLEY LP or ICD projects as appropriate.

Consultant shall, at such time and in such form as MOSLEY LP may require, furnish reports concerning the status of services required under this Agreement.

All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on to both sides of the paper except for one original which shall be single sided.

No Report, information nor other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by MOSLEY LP.

17. **RECORDS.**

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by MOSLEY LP that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of MOSLEY LP or its designees to such books and records at proper times; and gives MOSLEY LP the right to examine and audit same, and to make transcripts there from as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of five (5) years after receipt of final payment.

18. **NOTICES.**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or

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on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests or approvals from Consultant to MOSLEY LP shall be addressed to ICD at:

Island City Development
c/o: Mosley and Mabuhay LP
701 Atlantic Avenue
Alameda, CA 94501-2161
Attention: Vanessa Cooper, President

All notices, demands, requests, or approvals from MOSLEY LP to Consultant shall be addressed to Consultant at:

HKIT Architects
538 Ninth Street, Suite 240
Oakland, CA 94607
Attention: Paul McElwee, Principal

19. **NO SMOKING, DRINKING OR RADIO USE.**

Consultant agrees and acknowledges that smoking of tobacco products, drinking alcoholic beverages, and listening to radios is prohibited at any ICD site, including individual units, common areas, and every building and adjoining grounds. Consultant shall ensure that his/her employees and suppliers comply with these prohibitions.

20. **TERMINATION.**

MOSLEY LP may, by written notice to Consultant, terminate this Agreement in whole or in part at any time, with or without cause, upon seven (7) days advance written notice. Such termination may be for MOSLEY LP's convenience or because of Consultant's failure to perform its duties and obligations under this Agreement including, but not limited to, the failure of Consultant to timely perform services pursuant to this Agreement, including, but not limited to the Scope of Services attached as Exhibits A.

20.1 Discontinuance of Services. Upon termination, Consultant shall, unless otherwise directed by the notice, discontinue all services and deliver to the MOSLEY LP all data, estimates, graphs, summaries, reports, and other related materials as may have been prepared or accumulated by Consultant in performance of services, whether completed or in progress.

20.2 Effect of Termination for Convenience. If the termination is to be for the convenience of MOSLEY LP, then MOSLEY LP shall compensate Consultant for services satisfactorily provided through the date of termination. Consultant shall provide documentation deemed adequate by MOSLEY LP to show the services actually completed by Consultant prior to the date of termination. This Agreement shall terminate on the date of the written Notice of Termination delivered to Consultant.

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20.3 Effect of Termination for Cause. In the event Consultant hereto fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of five (5) business days after receipt by Consultant from MOSLEY LP of written notice of default, specifying the nature of such default and the steps necessary to cure such default, MOSLEY LP may terminate the Agreement forthwith by giving to the Consultant written notice thereof. If the termination is due to the failure of Consultant to fulfill its obligations under this Agreement, Consultant shall be compensated for those services which have been completed in accordance with this Agreement and accepted by the MOSLEY LP. In such case, MOSLEY LP may take over the work and prosecute the same to completion by contract or otherwise. Further, Consultant shall be liable to MOSLEY LP for any reasonable additional costs incurred by MOSLEY LP to revise work for which MOSLEY LP has compensated Consultant under this Agreement, but which MOSLEY LP has determined in its sole discretion needs to be revised in part or whole to complete the project. Prior to discontinuance of services, MOSLEY LP may arrange for a meeting with Consultant to determine what steps, if any, Consultant can take to adequately fulfill its requirements under this Agreement. In its sole discretion, MOSLEY LP may propose an adjustment to the terms and conditions of the Agreement, including the Contracted Amount. Such contract adjustments, if accepted in writing by the parties, shall become binding on Consultant and shall be performed as part of this Agreement. Termination of this Agreement for cause may be considered by MOSLEY LP in determining whether to enter into future agreements with Consultant.

20.4 Notwithstanding any of the provisions of this Agreement, Consultant's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty, or a breach of this Agreement by Consultant, or in the event of Consultant's unwillingness or inability for any reason whatsoever to perform the duties hereunder, or if the Agreement is terminated pursuant to this Paragraph 20. In such event, Consultant shall not be entitled to any further compensation under this Agreement.

20.5 Cumulative Remedies. The rights and remedies of the parties provided in this Paragraph are in addition to any other rights and remedies provided by law, equity or under this Agreement.

21. **FORCE MAJEURE.**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as Acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply, provided the other party receives written notice of such force majeure event no later than fourteen (14) calendar days after commencement of such force majeure event.

22. **COMPLIANCES.**

Consultant shall comply with all state and federal laws, all City of Alameda ordinances, and all rules and regulations enacted or issued by MOSLEY LP. In the event that the Consultant encounters a potential conflict between state, federal or local law,

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Consultant shall inform MOSLEY LP and MOSLEY LP shall direct Consultant on proper course of action.

23. **GOVERNING LAW; SEVERABILITY.**

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the Courts of the County of Alameda, the State of California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

24. **NONCONFORMING PAYMENTS.**

In the event Consultant receives payment under this Agreement which is later disallowed by MOSLEY LP for nonconformance with the terms of the Agreement, Consultant shall promptly refund the disallowed amount to MOSLEY LP on request; or at its option MOSLEY LP may offset the amount disallowed from any payment due to Consultant.

25. **NO PARTIAL DELIVERY OF SERVICES.**

Consultant shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

26. **LABOR STANDARDS.**

Consultant shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

27. **SOCIAL MEDIA/ADVERTISEMENT.**

Consultant shall not post, exhibit, display or allow to be posted, exhibited or displayed any information, signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from MOSLEY LP to do otherwise. This prohibition includes, but is not limited to, posting any information as to this Agreement and Consultant's relationship with MOSLEY LP or its affiliates on Facebook, Twitter, LinkedIn, Yelp, Instagram and any other social media.

28. **CONFIDENTIALITY.**

28.1. **Definition.** Consultant shall observe all Federal, State of California, and MOSLEY LP and its affiliates regulations concerning confidentiality of records. Consultant

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shall not use for personal gain or make other improper use of Confidential Information which is acquired in connection with this Agreement. The term "Confidential Information" includes but is not limited to: any information or data obtained by Consultant relating to MOSLEY LP clients and tenants and any opinions and conclusions based upon such information, unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; MOSLEY LP information or data which is not subject to public disclosure; MOSLEY LP information or data that is privileged; MOSLEY LP operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement, and any personally identifiable information protected under The Privacy Act of 1974(5 U.S.C. Section 552a), Section 6 of the Housing Act of 1937, The Freedom of Information Act (FOIA), 5 U.S.C. § 552, Section 208 of The E-Government Act, and HUD Notice PIH 2-15-06 issued on April 23, 2015.

28.2. Nondisclosure and Nonuse Obligation. Consultant agrees that it will not use, disseminate, or in any way disclose any Confidential Information to any person, firm or business, except that Consultant may use Confidential Information to the extent necessary to perform its obligations under this Agreement. Consultant agrees that it shall treat all Confidential Information with the same degree of care as the Consultant accords to its own Confidential Information, but in no case less than reasonable care. Consultant agrees that it shall disclose Confidential Information only to those of its employees who need to know such information in order to perform its obligations under this Agreement, and the Consultant certifies that such employees have previously agreed, as a condition of employment, to be bound by terms and conditions applicable to Consultant under this Agreement. Consultant shall immediately give notice to MOSLEY LP of any unauthorized use or disclosure of Confidential Information.

28.3. Exclusions from Nondisclosure and Nonuse Obligations. The obligations under Paragraph 28.2 ("Nondisclosure and Nonuse Obligation") shall not apply to such portion that Consultant can document was i) in the public domain at the time such portion was disclosed or used, or ii) was disclosed in response to a valid court order.

28.4. Ownership and Return of Confidential Information and Other Materials. All Confidential Information shall remain the property of the MOSLEY LP. At MOSLEY LP's request and no later than five (5) business days after such request, Consultant shall promptly destroy or deliver to MOSLEY LP, at MOSLEY LP's option, i) all materials furnished to Consultant, ii) all tangible media of expression in Consultant's possession or control to the extent that such tangible media incorporate any of the Confidential Information, and iii) written certification of the Consultant's compliance with such obligations under this sentence.

29. WAIVER.

Any waiver by MOSLEY LP of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of MOSLEY LP to require exact, full and complete compliance with any terms of this Agreement shall not be construed

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as in any manner changing the terms or preventing MOSLEY LP from enforcement of the terms of this Agreement.

30. **CAPTIONS.**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement

31. **ADMINISTRATION.**

The MOSLEY LP President (or designee) shall administer this Agreement on behalf of MOSLEY LP and may issue all consents, approvals, directives and agreements on behalf of MOSLEY LP called for by this Agreement, except as otherwise expressly provided for in this Agreement.

32. **GENERAL.**

32.1 The Consultant shall comply with all applicable Federal, State of California and local laws and regulations. The Consultant will comply with all applicable MOSLEY LP policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the Consultant shall comply with the more restrictive law or regulation.

32.2 Consultant represents and warrants that Consultant is registered to do business in the State of California with the California Secretary of State.

32.3 The parties to this Agreement acknowledge and agree that the provisions of this Agreement are for the sole benefit of MOSLEY LP and Consultant, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein.

32.4 Consultant acknowledges that MOSLEY LP may enter into agreements with other consultants for services similar to the services that are the subject of this Agreement or may have its own employees perform services similar to the services contemplated by this Agreement.

32.5 Without limiting Consultant's hold harmless, indemnification and insurance obligations set forth herein, in the event any claim or action is brought against MOSLEY LP relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which MOSLEY LP shall require.

32.6 As used in this Agreement, the term Consultant also includes Consultant's owners, officers, employees, representatives and agents.

32.7 Consultant hereby agrees to and shall comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against

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MOSLEY LP for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse MOSLEY LP for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by MOSLEY LP.

33. **ADDITIONAL FEDERAL REQUIREMENTS.**

Consultant acknowledges and agrees that the work or services provided in this Agreement may be subject to applicable Federal, State of California, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant program (24 CFR Part 570); the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200); and such other requirements as provided in Exhibit D. Therefore and in addition to the aforementioned, Consultant, contractors, its sub-contractors, consultants, and sub-consultants shall comply with, and are subject to, all applicable requirements as follows:

33.1 Equal Employment Opportunity - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60): The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant shall ensure that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in a conspicuous place, available to employees and applicants for employment, notices to be provided by ICD setting forth the provisions of this non-discriminating clause.

33.2 Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c): All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the U.S. Department of Housing and Urban Development, (HUD).

33.3 Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7): When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Davis-Bacon Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors

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shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

33.4 Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333): Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Contract Work Hours and Safety Standards Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Contract Work Hours and Safety Standards Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

33.5 Rights to Inventions Made Under a Contract or Agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD.

33.6 Rights to Data and Copyrights: Consultants and contractors shall comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).

33.7 Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended: Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

33.8 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-

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Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

33.9 Debarment and Suspension (Executive Orders (E.O.s) 12549 and 12689): No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 33. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

33.10 Drug-Free Workplace Requirements: The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient shall certify that it will comply with drug-free workplace requirements in accordance with the Drug-Free Workplace Act and with HUD's rules at 24 CFR part 24, subpart F.

33.11 Access to Records and Records Retention: Consultant, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or ICD officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of Consultant, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

33.12 Federal Employee Benefit Clause: No member of or delegate to the congress of the United States, and no resident commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

33.13 Energy Efficiency: Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

34. **NONLIABILITY OF MOSLEY LP OFFICIALS AND EMPLOYEES.**

No member, official employee or consultant of MOSLEY LP shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by MOSLEY LP or for any amount which may become due to the Consultant or to its successor, or on any obligation under the terms of this Agreement.

35. ENTIRE AGREEMENT; AMENDMENTS.

This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

36. INTERPRETATION.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

37. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

38. AUTHORITY TO SIGN.

Consultant hereby represents that the persons executing this Agreement on behalf of Consultant have full authority to do so and to bind Consultant to perform pursuant to the terms and conditions of this Agreement.

37. EXHIBITS.

The following exhibits are attached hereto and incorporated herein by this reference:

- i. Exhibit A – Scope of Services & Fee Breakdown
- ii. Exhibit B – Fee Schedule
- iii. Exhibit C – Not Applicable
- iv. Exhibit D – Form HUD-5370-C (01/2014), General Conditions for Non-Construction Contracts;
- v. Exhibit E – Not Applicable

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

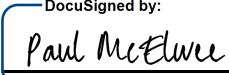
CONSULTANT SERVICES CONTRACT

Page 23

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

“CONSULTANT”

HKIT Architects, a California corporation

By: 
41727CA11B0B4D9...

Name: Paul McElwee

Its: Principal

“MOSLEY LP”

Mosley and Mabuhay LP, a California limited partnership

By: ICD Mosley LLC, a California limited liability company, its managing general partner

By: Island City Development, a California nonprofit public benefit corporation, its sole manager

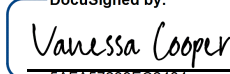
By: 
5AF4A57239EC2484...
Vanessa Cooper,
President

EXHIBIT A
SCOPE OF SERVICES & FEE BREAKDOWN

Per Project lender and investor requirements, the Former Contracts are being trifurcated into three separate contracts, one per North Housing Block A project, with each contract equivalent to a third of the original scope and value plus expanded Construction Administration ("CA") scope associated with the project's construction schedule. The below table represents the scope of services to be performed by the Consultant, including work previously completed under the Former Contracts and credited to this Agreement, and expanded CA scope.

The original CA scope of work in the Former Contracts assumed a 14 month construction schedule and all three buildings built concurrently. The associated fee for the original CA scope was \$375,275. The construction schedule has since changed to 19 months for The Estuary I and Linnet Corner, both being built concurrently, and to 17 months for The Estuary II, which will begin construction approximately 6 months later than the start of the former two projects. Additionally, the hourly billing rates have increased by up to 12% since the original contract signing. As a result of the expanded CA scope at current billing rates, the associated total CA fee is increased by \$524,122 to \$899,397. See Exhibit B Fee Schedule for summary fee matrix, revised CA fees, and current billing rates.

HKIT ARCHITECT CONTRACT FEE BREAKDOWN FOR NORTH HOUSING BLOCK A

Phase	Name	Total Fee for North Housing Block A	Billed to Date*	Work Completed**
1	Conceptual Design	\$114,230.00	\$114,230.00	100%
2	Schematic Design/Site Permit	\$96,670.00	\$96,670.00	100%
3	Design Development	\$367,000.00	\$367,000.00	100%
4	Construction Documents	\$618,100.00	\$618,100.00	100%
5	Bid/Permitting	\$117,825.00	\$117,825.00	100%
6	Construction Administration	\$899,397.00	\$0.00	0%
7	ASR#1 – Additional Acoustical	\$6,600.00	\$6,600.00	100%
8	ASR#2 – Window Revision	\$2,960.00	\$2,960.00	100%
9	ASR#3 – Title 24 Reports	\$3,595.00	\$3,595.00	100%
10	ASR#4 – Planting and Irrigation	\$50,500.00	\$50,500.00	100%
11	ASR#5 – GPR	\$18,150.00	\$18,150.00	100%
	Total	\$2,295,027.00	\$1,395,630.00	

* The value in this column represents the amount billed and received to date by Consultant for the total work completed under the Former Contracts as of the effective date of this contract. A portion of this value is credited to the Agreement as outlined in the next table.

** The percentages in this column represent the percentage of scope of services completed and retained under the Former Contracts as of the effective date of this contract. The balance of the work is to-be-completed by the Contractor.

CONSULTANT SERVICES CONTRACT

Page 25

The below tables summarize the division of scope and fees among the trifurcated contracts. The breakdown in the blue cells are applicable to The Estuary II project. The total fee for the Project under the Agreement is \$743,205, which includes a credit of \$465,210 for work completed and a balance of \$277,995 for outstanding scope of work.

Phase	Fee for The Estuary I	Fee for The Estuary II	Fee for Linnet Corner
1	\$38,076.66	\$38,076.67	\$38,076.67
2	\$32,223.34	\$32,223.33	\$32,223.33
3	\$122,333.34	\$122,333.33	\$122,333.33
4	\$206,033.34	\$206,033.33	\$206,033.33
5	\$39,275.00	\$39,275.00	\$39,275.00
6	\$310,701.00	\$277,995.00	\$310,701.00
7	\$2,200.00	\$2,200.00	\$2,200.00
8	\$986.66	\$986.67	\$986.67
9	\$1,198.33	\$1,198.34	\$1,198.33
10	\$16,833.33	\$16,833.33	\$16,833.34
11	\$6,050.00	\$6,050.00	\$6,050.00
	\$775,911.00	\$743,205.00	\$775,911.00

Phase	The Estuary I (PSH I) Contract		The Estuary II (PSH II) Contract		Linnet Corner (Seniors) Contract	
	Fee Credited to LAKEHURST LP	Remaining Fee	Fee Credited to MOSLEY LP	Remaining Fee	Fee Credited to MABUHAY LP	Remaining Fee
1	\$38,076.66	\$0.00	\$38,076.67	\$0.00	\$38,076.67	\$0.00
2	\$32,223.34	\$0.00	\$32,223.33	\$0.00	\$32,223.33	\$0.00
3	\$122,333.34	\$0.00	\$122,333.33	\$0.00	\$122,333.33	\$0.00
4	\$206,033.34	\$0.00	\$206,033.33	\$0.00	\$206,033.33	\$0.00
5	\$39,275.00	\$0.00	\$39,275.00	\$0.00	\$39,275.00	\$0.00
6	\$0.00	\$310,701.00	\$0.00	\$277,995.00		\$310,701.00
7	\$2,200.00	\$0.00	\$2,200.00	\$0.00	\$2,200.00	\$0.00
8	\$986.66	\$0.00	\$986.67	\$0.00	\$986.67	\$0.00
9	\$1,198.33	\$0.00	\$1,198.34	\$0.00	\$1,198.33	\$0.00
10	\$16,833.33	\$0.00	\$16,833.33	\$0.00	\$16,833.34	\$0.00
11	\$6,050.00	\$0.00	\$6,050.00	\$0.00	\$6,050.00	\$0.00
	\$465,210.00	\$310,701.00	\$465,210.00	\$277,995.00	\$465,210.00	\$310,701.00

The full scope of services for the North Housing Block A projects are attached in the following pages.

Exhibit A – Alameda Housing Authority / HKIT Architects



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April 29, 2021

Ms. Sylvia Martinez
Director of Housing Development
Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501
(510) 747-4343

Reference: **North Site Supportive Housing SD-CA Alameda, California**

Dear Ms. Martinez,

As per your recent request, this letter will summarize our several discussions and, if the terms are agreeable, we will use this letter of agreement as an interim authorization for services to attach to HACA's contract exhibit.

PROJECT SCOPE

Housing Authority of the City of Alameda (HACA) intends to develop 155 units of affordable supportive and senior housing for formerly homeless individuals as part of phase 1 on the 12 Acre infill parcel on former Navy Base land. The proposed new project will consist of approximately 3-4 levels of Type VA wood frame construction on grade. The project will include surface parking and landscaping as well as street/sidewalk improvements. Parking at a ratio of .25 stalls / unit is assumed.

SCHEDULE

A copy of the proposed production schedule is attached (Exhibit "C"). We have confirmed the capacity and staff availability for both HKIT and our consultant team to perform the work scope as described on this schedule in a timely manner. This proposal assumes there may be periodic delays in the approvals or financing of the project due to circumstances outside of the owner's control. This proposal accounts for a potential schedule extension/delay of up to 18 months (in aggregate) between the start of each phase of the development. Should the total schedule be delayed by more than 18 months during this timeframe, a fee modification may be requested.

SERVICES



The project entitlements phase is covered under a prior existing agreement between HKIT and HACA. This proposal is for the scope of work following entitlements approval, including Schematic Design for initial pricing, Design Development Phase, the Construction Document Phase, Permitting, Bidding and the Construction Administration Phase. A summary of the scope involved at each phase follows below.

The project is to be permitted / funded in three separate building application submittals. This fee assumes that all three application packages are prepared simultaneously, and that Construction for all three project increments will occur on the same timeline. If the three increments become independent schedule-wise, this might incur additional fee for the time needed to coordinate separate phases of work. An estimate of these fees is included in the attached fee matrix (Attachment "A").

Schematic Design / Site Permit

- Owner kick-off meeting
- Ongoing AOC meetings during this phase
- Develop MEP and structural design drawings and narratives
- Develop SD narrative for building systems including finish and fixture selections.
- Develop a waste management plan
- Initial T-24 energy model and Greenpoint rating kick-off
- Preparation of final SD drawing and narrative package for contractor pricing.
- Meeting(s) with services, maintenance, and management staff as needed to confirm schematic design scope.
- Pre-application meetings with municipal agencies as needed.

Design Development

- Ongoing AOC meetings during this phase.
- All-discipline coordination between Structural MEP and structural design teams.
- Additional coordination with waste management and acoustical consultants.
- Engage consultants: exterior building maintenance, solar, and fire protection sub (by contractor). Engage waterproofing consultant.
- DD interiors design. Includes in-person design meeting and development of color and material boards for major interior spaces and typical units.
- Second iteration of T-24 model and Greenpoint rating checklists.
- Preparation of final DD drawing and full format specifications.
- Meeting(s) with Owner and contractor to review budget and revise design as needed to maintain budget.



- Meetings with services, maintenance, and management staff as needed to confirm final DD.

Construction Documents

- Ongoing AOC meetings
- Meeting(s) with Owner and contractor to review budget and revise design as needed to maintain budget prior to 50% CD issue.
- All-discipline coordination between Structural MEP and structural design teams.
- Participation in contractor constructability and quality control reviews.
- CD interiors design. Present final color and material boards for major interior spaces and typical units.
- Final T-24 model and Greenpoint rating checklists
- Preparation of CD drawings and full format specifications for building permit and for bid pricing.
- Meeting(s) with Owner and contractor to review budget and revise design as needed to maintain budget (prior to 50% CD phase)

Permitting

- Preparation of package for building permit submittal.
- Preparation of permit packages needed for public works or other agencies.
- Plan check responses as needed for permit.

Bidding / GMP

- HKIT (and our consultants as needed) will participate in ongoing Architect-Owner-Contractor meetings throughout SD, DD, and CD's to review project estimates and revise scope to maintain budget.
- During bidding, HKIT team will provide responses to bid clarifications and contractor questions.
- Review of contractor final estimates and qualifications / exclusions.

Construction Administration

- 14 - month construction schedule assumed. Base fee assumes all three building are built concurrently. If there are delays between the three phases, additional fees will apply. See fee matrix attachment for alternate pricing based on these scenarios.
- Attendance at weekly jobsite meetings.
- Meeting minutes / photos to record job progress.
- Responses to contractor RFI, submittal review, Change order request / Change Order review.



- Project close out – punch list, warranties, record drawing transmittal.

PROJECT TEAM

HKIT proposes the following consultant team for this development unless you have any objections:

- | | |
|--|---------------------------|
| • Landscape Design | PGA Design |
| • Plumbing / Mechanical Engineering | Tommy Siu Associates |
| • Electrical Engineering | BWF Engineers |
| • Structural Engineering | People's Associates |
| • Sustainability Consultant | Sage Green |
| • Waterproofing Consultant | AXIS Building Systems |
| • Acoustical (interior noise transmission) | RDG Acoustical Engineers |
| • GreenPoints / T-24 Consultant | Bright Green Strategies |
| • Trash Management Company | American Trash Management |

WORK NOT INCLUDED

- Civil Engineering (by Owner's consultant)
- Consultants other than those noted herein.
- Acoustical environmental noise studies.
- FF&E / interior design services
- Automatic fire sprinkler design, when required, will be performed as "Design Build" by the sub-contractor selected by the Owner and General Contractor.
- Revisions to work after approval by Owner
- Value engineering after submittal of the building permit application drawings (typically 50%-75% CD phase). An estimated cost-not-to exceed allowance for this scope is included in the fee matrix.
- Additional and/or professional renderings or 3-D modeling and/or architectural models are not included. The base fee assumes 3-5 perspective renderings and 5-8 colored site plans for presentation.
- Window Washing systems design
- Photovoltaic or Solar hot water system design
- LEED process consultant(s) and / or design team hours related to conformance and /or certifications
- Life cycle costing
- Low voltage systems design such as communications, access, and / or specialty security systems
- Multiple bid and / or Permit application packages



- Construction Administration services beyond the projected construction duration included in this proposal.

If needed, the Owner will provide any required supplementary information such as surveys, geotechnical investigations, acoustic sound analyses, and any other information required by the designers and as outlined in the agreement.

CONSTRUCTION BUDGET

The construction budget at this time is estimated around \$60M. The selected General Contractor will monitor the construction costs and, working with the Architect, will be responsible for maintaining the budget.

COMPENSATION

HKIT proposes compensation for the DD-CA scope on a lump-sum basis. A fee matrix is attached to this document (Exhibit "B") which breaks down this fee by phase. A lump sum compensation of ***One Million, Six-Hundred Eighty-Nine thousand, One Hundred and no 00/100 dollars.*** To summarize:

- | | |
|---|-------------|
| - Entitlements Phase (Proposal June 12, 2019) | \$ 114,230* |
| - SD, DD, CD, Bid, Permit and CA phases | \$1,574,870 |

Total	\$ 1,689,100
--------------	---------------------

*Civil scope removed from prior agreement and credited to new agreement (\$16,500)

Note that HKIT and HACA have engaged in a prior contract for the Entitlements Phase Scope on June 12, 2019. If the terms of this proposal for SD-CA work is acceptable, HKIT is willing will execute a contract using HACA's Standard Consultant Services Agreement with amendments as mutually agreed.

PAYMENTS

The project will be invoiced monthly in proportion to the work completed and should be paid within forty-five (45) calendar days to avoid a service charge.

REIMBURSABLES

Reimbursables, such as printing, overnight delivery, travel, etc., to be billed at 1.10 times the amount billed to this office.

MEANS AND METHODS

The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the



Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

PRIMARY CONTACT

Paul McElwee will be the Principal-in-Charge and will be your primary contact with HKIT Architects along with Sam McGeehan, Project Manager.

Thank you for selecting HKIT. If you have any questions or suggestions, please give us a call. We look forward to this opportunity to work with the Housing Authority of the City of Alameda on this important project.

Very truly yours,

HKIT Architects

A black ink signature of Paul McElwee, consisting of a stylized 'P' followed by 'McElwee' in a cursive script.

Paul McElwee, LEED AP, AIA
Principal

A blue ink signature of Christophe Laverne, featuring a large, stylized 'C' and 'L' in a cursive script.

Christophe Laverne, AIA
Principal

ACKNOWLEDGED AND AGREED
Housing Authority of the City of Alameda

By: _____

Date: _____



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Exhibit A – Alameda Housing Authority / HKIT Architects

December 15, 2023

Ms. Jenny Wong
Director of Housing Development
Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501
(510) 747-4343

Reference: Revised Construction Administration Proposal: North Site Supportive Housing, Alameda, California

Dear Ms. Wong,

As per your recent request, this letter will summarize our proposed scope of work for the upcoming construction for the North Site Supportive Housing development. The original proposal issued on April 29, 2021 included an estimated fee for the Construction Administration phase which assumed a 14-month construction duration and that all three buildings would be built concurrently.

Since that time, the selected General Contractor – JH Fitzmaurice – has generated an updated construction schedule which anticipates approximately 19 months per building, with a “staggered” construction start of 1 month between PSH 1 and The Senior Building. PSH 2 is anticipated to start construction in 2025. This significantly increases the overall duration of the Construction Administration phase. In turn, HKIT Architects and our consultant team have re-evaluated the work involved and prepared the attached revised CA phase fee.

PROJECT SCOPE

Housing Authority of the City of Alameda (HACA) intends to develop 155 units of affordable supportive and senior housing for formerly homeless individuals as part of phase 1 on the 12 Acre infill parcel on former Navy Base land. The proposed new project will consist of three buildings of Type VA wood frame construction on grade. The project will include surface parking and landscaping as well as street/sidewalk improvements. Parking at a ratio of .25 stalls / unit is assumed. The three buildings will be built sequentially, with some overlap between buildings.

SCHEDULE

A copy of the proposed construction schedule is attached. This is based on JH Fitzmaurice’s latest construction schedule with a Notice-to-proceed of January 15, 2024.



We assume some delay between this date and the start of Construction Administration work, so we have assumed a start of Feb 1, 2024. We have confirmed the capacity and staff availability for both HKIT and our consultant team to perform the work scope as described on this schedule in a timely manner. This proposal assumes the current schedule prepared by JHF will remain in effect during the construction phase. Should this schedule change substantially, the design team reserves the right to seek additional services as appropriate.

SERVICES

The project entitlements, SD, DD, CD, and bid/permit phases is now complete. This proposal is for the scope of work for the Construction Administration Phase. A summary of the scope involved follows below.

Construction Administration

- Attendance at weekly jobsite meetings.
- Meeting minutes / photos to record job progress.
- Responses to contractor RFI, submittal review, Change order request / Change Order review.
- Project close out – punch list, warranties, record drawing transmittal.

PROJECT TEAM

HKIT proposes the following consultant team for this development unless you have any objections:

- | | |
|--|--------------------------|
| • Landscape Design | PGA Design |
| • Plumbing / Mechanical Engineering | Tommy Siu Associates |
| • Electrical Engineering | BWF Engineers |
| • Structural Engineering | People's Associates |
| • Sustainability Consultant | Sage Green |
| • Waterproofing Consultant | AXIS Building Systems |
| • Acoustical (interior noise transmission) | RDG Acoustical Engineers |
| • GreenPoints / T-24 Consultant | Bright Green Strategies |

WORK NOT INCLUDED

- Civil Engineering (by Owner's consultant)
- Consultants other than those noted herein.
- Acoustical environmental noise studies.
- FF&E / interior design services



- Automatic fire sprinkler design, when required, will be performed as “Design Build” by the sub-contractor selected by the Owner and General Contractor.
- Revisions to work after approval by Owner
- Value engineering after submittal of the building permit application drawings (typically 50%-75% CD phase). An estimated cost-not-to exceed allowance for this scope is included in the fee matrix.
- Window Washing systems design
- Photovoltaic or Solar hot water system design
- LEED process consultant(s) and / or design team hours related to conformance and /or certifications
- Life cycle costing
- Low voltage systems design such as communications, access, and / or specialty security systems
- Multiple bid and / or Permit application packages
- Construction Administration services beyond the projected construction duration included in this proposal.

If needed, the Owner will provide any required supplementary information such as surveys, geotechnical investigations, acoustic sound analyses, and any other information required by the designers and as outlined in the agreement.

COMPENSATION

HKIT proposes compensation for the CA scope on a lump-sum basis. A fee matrix is attached to this document (Exhibit “B”) which breaks down this fee by phase. A lump sum compensation of ***Eight Hundred Ninety-Nine thousand, Three Hundred and Ninety Seven and no 00/100 dollars.*** To summarize:

- | | |
|---|------------|
| - CA phase Jan 2024 – May 2027 (architect only) | \$ 596,800 |
| - Consultants | \$302,597 |

Total	\$ 899,397
--------------	-------------------

Note that HKIT and HACA have engaged in a prior contract for the Construction Administration Phase on Scope on September 1, 2021 (Amended on November 18, 2021). If the terms of this proposal for CA work is acceptable, the prior CA estimate of \$375,275 is deducted from the prior proposal.

PAYMENTS

The project will be invoiced monthly in proportion to the work completed and should be paid within forty-five (45) calendar days to avoid a service charge.



REIMBURSABLES

Reimbursables, such as printing, overnight delivery, travel, etc., to be billed at 1.10 times the amount billed to this office.

MEANS AND METHODS

The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

PRIMARY CONTACT

Paul McElwee will be the Principal-in-Charge and will be your primary contact with HKIT Architects along with Sam McGeehan, Project Manager.

Thank you for selecting HKIT. If you have any questions or suggestions, please give us a call. We look forward to this opportunity to work with the Housing Authority of the City of Alameda on this important project.

Very truly yours,

HKIT Architects

A handwritten signature in black ink, appearing to read "P. McElwee", followed by a horizontal line.

Paul McElwee, LEED AP, AIA
Principal

A handwritten signature in blue ink, appearing to read "Christophe Laverne", with a stylized, looping design.

Christophe Laverne, AIA
Principal



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Owner - Architect
Authorization to Perform Additional Services
Number 1

HKIT Architect is authorized to perform the following additional services on the terms outlined below.

Contract Reference:	Consultant Service Agreement, June 3, 2019
Owner:	Island City Development
Architect:	HKIT Architect A California Corporation
HKIT Project Number:	19009
Project:	North Site Supportive Housing Alameda, CA
Scope of Work:	Acoustical Consulting Services – Acoustic Environmental Noise Study
Additional Compensation:	Lump sum: Six Thousand Six Hundred and No 00/100 Dollars (\$6,600.00)
Other Conditions:	

ARCHITECT
HKIT Architects
A California Corporation

By: 
Christophe Laverne, AIA, Principal

By: 
Paul McElwee, AIA, Principal

OWNER
Island City Development

DocuSigned by:
By: 
5AFA57239EC2484...
Vanessa Cooper, President

DS DS
SM TW

By: _____

PROPOSAL FOR PROFESSIONAL SERVICES
CITY OF ALAMEDA HOUSING AUTHORITY PERMANENT SUPPORTIVE AND
SENIOR HOUSING | ALAMEDA, CA
ACOUSTICAL CONSULTING SERVICES



HKIT ARCHITECTS

February 19, 2021

Firm Profile & Value Statement



Project Related Experience: Mission Bay South Block 9A, Affordable Housing, San Francisco, CA

Firm Profile

CSDA Design Group (CSDA) is a multi-disciplinary design firm with professionals in San Francisco and Los Angeles. Founded in 1952, CSDA has been practicing for nearly seven (7) decades and has been providing acoustical consulting services for over 30 years. We collaborate with clients to develop cost-effective acoustical solutions that provide healthy environments and meet regulatory requirements and client expectations.

We provide developers, planners, schools, architects, engineers, and owners with acoustical solutions for the following building types:

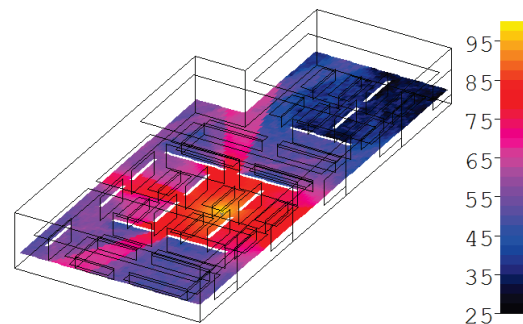
- Senior Housing
- Single- and Multi-Family Residential
- Mixed-Use
- Student Housing
- Commercial
- Entertainment and Leisure
- Restaurants
- Retail
- Academic
- Civic and Public Institutional
- Data Centers
- Healthcare
- Industrial
- Master Planned Communities
- Performing Arts
- Places of Worship
- Sports Facilities
- Theaters

Value Statement

Our team at CSDA Design Group offers more than just the standard acoustical design services to our clients.

The following sets us apart:

- **Experience:** CSDA has deep expertise with the technical aspects of acoustical design, modeling and visualization, and auralization. Our proposed Principal, Randy Waldeck, and Director of Acoustics, Indi Savitala, deliver custom engineering solutions for each project.
- **Capacity:** With over 20 technical staff members, we are available to meet project deadlines and aggressive schedule requirements.
- **Technology:** CSDA is experienced with Revit and coordinating with other disciplines' 3D building models. We take an integrated approach to engaging with project teams by offering sound solutions that won't compromise design.



Computer modeling is performed to predict acoustical performance.

Scope of Services & Fee



Project Related Experience: 88 Broadway / 735 Davis, Senior and Family Affordable Housing, San Francisco, CA

We understand the project consists of 155 total units (90 PSH units and 65 senior units) divided into three “increments” that can be three connected buildings, or three connected wings. Each increment would contain approximately 45-60 units, possibly modular, but most likely site (stick) built. All three increments are expected to be designed, permitted, and built simultaneously. Increment #1 will house amenities and staff/services spaces with increments #2 and #3 containing mostly dwelling units.

We expect the acoustical consulting scope for increments #1, #2, and #3 to include the following:

Entitlements / Schematic Design

- Develop acoustical criteria for architectural sound isolation (STC and IIC) and HVAC system noise (NC).
- Provide preliminary inter-unit architectural noise control recommendations, such as for party walls, floor-ceiling assemblies, and entry doors at the multi-family units.
- Recommend methods of mitigating airborne and impact-generated noise from public spaces into the residences.
- Provide MEP, trash chute, and elevator noise reduction guidelines (as applicable).
- Review one set of milestone documents (100% SD) and provide a written basis of design/acoustical narrative.
- Attend up to two (2) meetings.

Design Development

- Review current details; provide specialized acoustical details as needed.

- Perform preliminary mechanical noise calculation results and recommend noise and vibration mitigation measures.
- Calculate the expected noise intrusion into the residence from any rooftop mechanical equipment and determine the mitigation needed.
- Using equipment manufacturers’ noise levels, calculate equipment noise levels at the property lines to comply with the City’s noise ordinance during both the daytime and nighttime hours; provide mitigation measures, if necessary.
- Review preliminary piping locations and identify locations where there could be potential noise issues.
- Provide building and equipment noise/vibration recommendations.
- Attend up to two (2) meetings.
- Review one set of milestone documents (e.g.; 50% or 100% DD) and provide a report.

Construction Documents

- Review the incorporation of our previous recommendations into the drawing set and specifications.
- Calculate HVAC noise levels and provide detailed recommendations for HVAC noise and vibration control.
- Assist the architect by reviewing details associated with partition sound isolation.
- Update sound isolation recommendations, if necessary.
- Review and comment on project specifications.
- Attend up to two (2) meetings.
- Review one set of milestone CD documents (e.g., 50% or 100% CD) and provide a report.

Scope of Services & Fee

- Review proposed value engineering changes
- Respond to City comments

Bidding / Permit

- Review proposed value engineering changes.
- Respond to RFI's from Bidders of an acoustical nature.
- Respond to City comments of an acoustical nature.

Construction Administration

- Review shop drawings and submittals of an acoustical nature
- Respond to contractor RFIs of an acoustical nature
- Visit the site six (6) times (two (2) visits per increment) during construction to observe the installation of items of acoustical interest, including plumbing isolation, gypsum board/resilient channel installation, mechanical equipment isolation, and impact isolation materials. Provide a report after each visit.

Optional: Construction Noise Control Plan

- Review of planned demolition, construction equipment and construction schedule.
- Calculate expected construction noise levels at adjacent noise-sensitive receivers.
- Compare the expected noise levels to the City of Alameda's noise ordinance requirements.
- Provide noise reduction measures to reduce construction noise.
- Prepare the construction noise control plan for submission to the City.

Optional: Post-Construction Acoustical Testing

As an option, we can perform acoustical testing of constructed assemblies within the apartment building to quantify their performance and determine whether they meet the project criteria. This could include measurement of environmental noise intrusion, partition airborne and impact sound isolation, plumbing noise levels, and HVAC noise levels. We would prepare a report summarizing the results, identifying where the project criteria are not being met, and proposing mitigation where needed. We expect the testing would require one day of time for two consultants.

Optional: Environmental Noise Study

- Conduct long-term (48-hour) noise measurements at the project site.
- Analyze the data and quantify the future noise levels impacting the building facade.
- Calculate the required window, exterior door and exterior wall noise reduction (STC) ratings required to meet Title 24 Building Code and CalGreen regulations.
- Determine the applicable property line noise limits for project mechanical equipment.
- Summarize our analysis and results in a written report.



Project Example: 500 Kirkham Street, Mixed-Use Development



Scope of Services & Fee

Fees

The following fees are based on the scope of services on previous pages for Increments #1, #2, and #3. The fees assume all increments will be designed concurrently and deliverables can be joined (e.g., each design review addresses all three increment drawing sets). If this is not the case, our fee would be higher.

Increment #1

Scope Item - Increment #1 Base Scope	Fee
1. Entitlements / Schematic Design	\$2,000
2. Design Development	\$2,500
3. Construction Documents	\$3,000
4. Bidding / Permit	\$500
Design Total	\$7,500
5. Construction Administration (2 Site Visits Per Increment)	\$3,500
Construction Total	\$3,500
Grand Total Increment #1	\$11,000

Increment #2

Scope Item - Increment #2 Base Scope	Fee
1. Entitlements / Schematic Design	\$2,000
2. Design Development	\$2,500
3. Construction Documents	\$3,000
4. Bidding / Permit	\$500
Design Total	\$7,500
5. Construction Administration (2 Site Visits Per Increment)	\$3,500
Construction Total	\$3,500
Grand Total Increment #2	\$11,000

Increment #3

Scope Item - Increment #3 Base Scope	Fee
1. Entitlements / Schematic Design	\$2,000
3. Design Development	\$2,500
4. Construction Documents	\$3,000
5. Bidding / Permit	\$500
Design Total	\$7,500
6. Construction Administration (2 Site Visits Per Increment)	\$3,500
Construction Total	\$3,500
Grand Total Increment #3	\$11,000



Scope of Services & Fee

Optional Scope Items for Increments #1, #2, and #3

Optional Scope Items - Increments #1, #2, and #3	Fee	Option Selected
Optional: Environmental Noise Study (\$2,000 Per Increment)	\$6,000	
Optional: Construction Noise Control Plan	\$4,200	
Optional: Post-Construction Acoustical Measurements	\$4,200	

Reimbursables

Reimbursable Allowance	Fee
Mileage	\$300
Instrumentation	\$200
Incidentals	\$150

Exclusions

- Substantial redesign due to value engineering
- Additional meetings
- Additional acoustical testing
- Printing of benchmark or large drawing sets and/or specifications
- Public hearings and meetings
- LEED Documentation
- Witnessing performance tests
- Architectural design
- Audio-visual, telecom, security system design

Please carefully review the proposal and let us know if you believe that we have not identified the scope of the project in accordance with your expectations. If we have misidentified the scope, please let me know and we will revise the proposal accordingly.

If our understanding meets with your approval, please acknowledge your acceptance by signing in the designated space provided. Retain one (1) copy for your files, and return (1) signed copy to CSDA. Your returned signature will serve as our Notice to Proceed with the described services. We look forward to working with you on this project.

AGREED AND ACCEPTED

By: _____ Title: _____ Date: _____



Hourly Rates / Terms & Conditions

TERMS & CONDITIONS

Schedule of Hourly Rates:

Principal	\$250
Acoustics Director	\$210
Senior Acoustician	\$170
Acoustician II	\$140
Acoustician I	\$125
Measurement Technician	\$100
CAD Drafter	\$100
Administrative Assistant	\$90

Reimbursable expenses such as travel, subsistence, meals, lodging, and project-related materials are billed in addition. Acoustical instrumentation-use charges, if any, are outlined in our fee proposal Reimbursables section. The above rates are doubled for expert witness testimony (e.g., depositions, trial).

Invoices for labor, reimbursable expenses, and instrumentation use are rendered monthly for services performed during the previous month. Payment for each invoice is due within 30 days.

Fee proposals are valid for 90 days. All fee proposals assume that services proceed without significant delays, redesign, or scope changes. The schedule of hourly rates is valid for one year from the proposal date.

CSDA Design Group, Inc. specifications and details have *all rights reserved* by CSDA Design Group, Inc. These documents are for use only on the project for which CSDA Design Group, Inc. is retained.

Insurance

<u>General Liability</u>	\$2,000,000
<u>Worker’s Compensation</u>	\$2,000,000
<u>Automobile Liability</u>	\$2,000,000

Professional Liability (“Errors and Omissions”): Professional liability of CSDA Design Group, Inc., its officers, employees, and subconsultants is limited to \$1,000,000 or our total fee, whichever is less. The above limitation of professional liability can be increased to the limit of our insurance policy (\$2,000,000) by increasing our total fee by 10% prior to start of our services.

Site visits and observations, if any, conducted by our firm relate only to our services. We are not responsible for the work or safety of others at the job site.

Multi-Family Residential Design: There are inherent risks with multi-family projects with respect to noise and acoustics. Residents' expectation regarding sound isolation often exceed what is feasible to achieve with respect to building construction. Our design work will be based upon industry standards for multi-family buildings and within the construction budget for the project. It is not possible to provide recommendations to make the units "soundproof" or make noise from neighbors or environmental (outside) sources inaudible. In addition, the term "soundproof" or "inaudible" should never be used by the developer or firm marketing the project.

Resumes



RANDY WALDECK,
PE, LEED® AP
Principal, Acoustics

Years of Experience
19

Education
California Polytechnic State
University, San Luis Obispo, CA,
B.S. Industrial Technology

Licenses/Accreditations
CA: M.E. No. 34245
LEED® AP: No. 7D57F15BFF

National Council of Acoustical
Consultants (NCAC), Member

Affiliations
Institute of Noise Control
Engineering (INCE), Associate
Member

Acoustical Society of America
Full Member

Urban Land Institute
Member

Publications
“Outdoor Entertainment Noise”
TCN Special Session, Acoustical
Society of America
Conference,
San Diego, CA, 2019

“ACRP 02-51: Evaluation
of Facade Acoustical
Measurements,”
National Academy of Sciences,
Washington, D.C., 2016

Randy D. Waldeck, PE, LEED® AP, is an expert in architectural, environmental, aviation, and mechanical equipment noise and vibration control. His wide breadth of experience includes consulting on over 700 architectural, transit, and environmental projects. Randy has provided acoustical expertise for the following types of projects: condominiums, single-family homes, mixed-use, transportation (air, rail, and roadway), hotels and resorts, offices, medical facilities, industrial-use facilities, federal buildings, educational facilities, and restaurants.

Randy's Representative Experience Below:

- 88 Broadway/735 Davis Affordable and Senior Housing, Mixed-Use, San Francisco, CA
- 1951 Shattuck Avenue, Mixed-Use, Berkeley, CA
- 2711 Shattuck Lofts, Berkeley, CA
- 2539 Telegraph Avenue Mixed-Use, Berkeley, CA
- The Standard at Berkeley, Mixed-Use, Berkeley, CA
- 2539 Telegraph Avenue, Mixed-Use, Berkeley, CA
- 2028 Bancroft Way, Mixed-Use, Berkeley, CA
- Channing Way Apartments, Berkeley, CA
- 266 4th Street, San Francisco, CA
- 1919 Market Street, Live/Work Lofts, Oakland, CA
- Hunters Point Blocks 52 & 54, San Francisco, CA
- Mission Bay South Block 9, San Francisco, CA
- 4th and Folsom Housing Development, San Francisco, CA
- 333 12th Street (CitySpaces 333) Apartments, San Francisco, CA
- 333 Harrison Street (Rincon Green) Apartments, San Francisco, CA
- 829 Folsom Condominiums, San Francisco, CA
- 31st Street Apartments, Mixed-Use, Los Angeles, CA
- Daggett Triangle Mixed-Use, San Francisco, CA
- Yerba Buena Lofts San Francisco, CA
- Symphony Towers Condominiums, San Francisco, CA
- Broadway and Sansome Family Apartments, San Francisco, CA
- One Rincon Hill Towers Condominiums, San Francisco, CA
- 1945 Hyde Street Condominiums, San Francisco, CA
- 201 Sansome Street Condominiums, San Francisco, CA
- 733 Front Street Condominiums, San Francisco, CA
- 750 Second Street Condominiums, San Francisco, CA
- 474 Natoma Condominiums, San Francisco, CA
- One Ecker Condominiums, San Francisco, CA
- 2423 Valdez Street Apartments, Oakland, CA
- 471 26th Street Mixed-Use, Oakland, CA
- 570 21st Street Mixed-Use, Oakland, CA
- 6701 Shellmound Street Mixed-Use, Emeryville, CA
- 150 Otis Street HUD Housing, San Francisco, CA
- San Francisco General Services Administration Central Shops, San Francisco, CA
- Blue Shield, 315 Montgomery Street, San Francisco, CA
- The Bridgespan Group, San Francisco, CA
- Blue Shield, 601 12th Street, Oakland, CA

Resumes



INDI SAVITALA
Director, Acoustics

Years of Experience
15

Education
M.S. Arch. Sci. Acoustics
Rensselaer Polytechnic Institute
Troy, NY
B.A. Music
University of California at Davis
Davis, CA

Licenses/Accreditations
National Council of Acoustical
Consultants (NCAC), Member

Affiliations
Institute of Noise Control
Engineering (INCE), Member
Acoustical Society of America
Audio Engineering Society
American Society of Heating,
Refrigerating, and Air-
Conditioning Engineers

Publications
Savitala, H.V., "Low Frequency
Vibration from High-Intensity
Interval Training Workouts,"
Noise-Con 2019
Savitala, H.V., Duty, J.R. "Case
study of measurement results for
medium-sized
multipurpose halls," J. Acoust.
Soc. Am. Vol. 124, Issue 4, p.
2430 (A), 2008

Indi is an expert in architectural acoustics, three-dimensional room modeling and building systems engineering analyses. He has consulted on hundreds of projects from super quiet editing studios to loud jet engine test labs. He leads teams through a wide range of project designs while still working one-on-one with clients on editing lease language for reducing risk. His backgrounds in music, architecture, and engineering provide him the tools to distill complicated concepts to simple explanations. Above all, his philosophy of leading with gratitude allows him to retain clients and makes him a sought-after team member.

Indi's Representative Experience Below:

- 88 Broadway/735 Davis Mixed-Use, Affordable & Senior Housing, San Francisco, CA
- Hunters Point Blocks 52 & 54, Affordable Housing, San Francisco, CA
- Mission Bay South Block 9, Affordable Housing, San Francisco, CA
- Pinnacle 360 Apartments, Los Angeles, CA
- 1717 N. Bronson Avenue Mixed-Use, Hollywood, CA
- 30 Van Ness Mixed-Use/Condominiums, San Francisco, CA
- 471 26th Street Mixed-Use, Oakland, CA
- 405 N. Westlake Avenue, Affordable Housing, Los Angeles, CA
- 5900 S. Figueroa Street, Affordable Housing, Los Angeles, CA
- Aster Apartments, Los Angeles, CA
- 570 21st Street Mixed-Use, Oakland, CA
- 2711 Shattuck Avenue Mixed-Use, Berkeley, CA
- 2539 Telegraph Avenue Mixed-Use, Berkeley, CA
- 8500 Burton Way Mixed-Use, Beverly Hills, CA
- 281 Fifth Avenue Residential Building, New York, NY
- 101 West 78th Street Residential Building, New York, NY New York City Hall, Renovation, New York, NY
- Canadian Parliament Building, Ottawa, Ontario, Canada
- Santa Clarita Senior Center, Santa Clarita, CA
- Springhill Suites by Marriott, Fort Worth, TX
- SUNY Downstate New Academic Building, Brooklyn, NY
- Columbia University New Science Building, New York, NY
- CUNY 555 West 57th Street Administrative Office, New York, NY
- SUNY Optometry Lecture Hall, New York, NY
- Hofstra University Gym and School of Medicine Lecture Rooms, Hempstead, NY
- University of California at Davis School of Music, Davis, CA
- Hamilton College Ruth & Elmer Wellin Museum of Art, Clinton, NY
- University of Wisconsin Parkside Arts Center Music Building, Kenosha, WI
- The Bloc Office Space, New York, NY
- American Institute of Physics, Melville, NY
- Confidential Business Social Networking Client, New York, NY
- Screen Actors Guild—American Federation of Television and Radio Artists (SAG-AFTRA), New York, NY
- Continental Grain Company, New York, NY
- Confidential Social Media Client, New York, NY
- PDT Partners, New York, NY
- Grey Group, New York, NY

Specific Qualifications

a. 88 BROADWAY & 735 DAVIS

San Francisco, CA

**TWO BUILDINGS,
TYPE I CONSTRUCTION,
AFFORDABLE HOUSING,
MULTI-FAMILY HOUSING,
SENIOR HOUSING, CHILDCARE,
AND RETAIL SPACES**

c. Date Completed:
On-Going

d. Total Number of Units:
189 Senior and Family Units

d. Total Gross Square
Footage:
190,000 SF

d. Construction Cost:
\$105M (estimated)

e. References:
Aaron Thornton
Associate
Leddy Maytum Stacy
Architects
Architect
(415) 495-1700 x 304
athornton@lmsarch.com

Kelly Hollywood
Associate Project Manager
Bridge Housing Corporation
Developer
(415) 989-1111
khollywood@bridgehousing.
com

GREENPOINTS



b. Brief Description/Scope of Work:

CSDA was retained to provide acoustical consulting services for the 88 Broadway/735 Davis Street project in San Francisco. We provided acoustical recommendations for the project to meet City and State Code requirements. **The project consists of two buildings containing 189 affordable senior and family units, ground floor retail spaces, rooftop amenity spaces, and a childcare center.** The project includes both affordable and senior housing components. Our acoustical consulting included the preparation of an environmental noise study, schematic design review, design development review, construction document review, bidding/permit phase assistance, and construction administration support.



San Francisco
Los Angeles

www.csddesigngroup.com



538 NINTH STREET SUITE 240 OAKLAND, CALIFORNIA 94607 T 510 625 9800 WWW.HKIT.COM A CALIFORNIA CORPORATION


Owner - Architect Authorization to Perform Additional Services Number 2

HKIT Architect is authorized to perform the following additional services on the terms outlined below.

Contract Reference:	Consultant Service Agreement, June 3, 2019
Owner:	Island City Development
Architect:	HKIT Architect A California Corporation
HKIT Project Number:	19009
Project:	North Site Supportive Housing Alameda, CA
Scope of Work:	Window Revisions <ul style="list-style-type: none"> - Re-design of exterior facades to change window heights per ICD comments on draft entitlement set. Direction was given following approval of the final draft entitlement elevations by ICD and their service partners.
Additional Compensation:	Lump sum: Two Thousand Nine Hundred Sixty and No 00/100 Dollars (\$2,960.00).
Other Conditions:	

ARCHITECT
HKIT Architects
A California Corporation

By: 
Christophe Laverne, AIA, Principal

By: 
Paul McElwee, AIA, Principal

OWNER
Island City Development

DocuSigned by:
By: 
5AFA57239EC2484...
Vanessa Cooper, President

DS DS
TW SM

By: _____



538 NINTH STREET SUITE 240 OAKLAND, CALIFORNIA 94607 T 510 625 9800 WWW.HKIT.COM A CALIFORNIA CORPORATION

Owner - Architect Authorization to Perform Additional Services Number 3

HKIT Architect is authorized to perform the following additional services on the terms outlined below.

Contract Reference:	Consultant Service Agreement, June 3, 2019
Owner:	Island City Development
Architect:	HKIT Architect A California Corporation
HKIT Project Number:	19009
Project:	North Site Supportive Housing Alameda, CA
Scope of Work:	Additional costs for the T-24 reports - T-24 services from GEM, includes individual building reports + energy analysis guidance meetings per City request. Fee is \$3,268 + 10% Markup.
Additional Compensation:	Lump sum: Three Thousand Five Hundred Ninety-Four and Eighty 80/100 Dollars (\$3,594.80).
Other Conditions:	

This Agreement entered into as of **October 6, 2021**.

ARCHITECT
HKIT Architects
A California Corporation

By: 
 Christophe Laverne, AIA, Principal

By: 
 Paul McElwee, AIA, Principal

OWNER
Island City Development

DocuSigned by:
 By: 
 5AFA57239EC2484...
 Vanessa Cooper, President

DS DS
 TW SM

By: _____



ADDITIONAL SERVICE REQUEST

Project Name:	HKIT – AHA North	Project Location:	Mosley ave / Lakehurst Circle, Alameda, CA
Project No.:		Client:	HKIT
Date:	October 4, 2021	Client Project No.:	19009.00

Request is hereby confirmed for Alfa Tech Consulting Enterprises, Inc. to perform the following services:

- Original Proposal assumed (1) T-24 energy model run, it has been determined this project will require a separate T-24 energy model, per building
- Add for 2-hour energy consulting meeting
- Reimbursable expenses are over and above the consulting services fee for GEM

Original or Master Agreement (if any), dated:	1/9/2020
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Services not included (this list is not exhaustive):

- HERS services are not included in this proposal and will be a separate proposal.

Fees and Basis:	Additional cost of \$3,268
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Reimbursable Expenses:	Over and Above Fee
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Services to begin:	Upon Approval
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Services projected to be completed no later than:	December 2022
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The undersigned agrees to provide services in accordance with terms listed above:

Name & Title

Signature

Date Signed

Services requested by:

Laura Billings, Sage Green Development, LLC
Name & Title

10/5/2021
Date of Request

October 5, 2021

Laura Billings
 Sage Green Development, LLC
 7050 Exeter Drive
 Oakland, CA 94611
 510-390-3179
laura@sagegreendevlopment.com

Subject: **GEM Job# MFC-21104**
Sage – Alameda North Housing
2019 Energy Code - Title 24 Analysis & Documentation

Dear Ms. Billings,

It is a pleasure to provide a quote for energy consultation services. The consultation is tailored to meet the needs of the of the Alameda North Housing project located in Alameda, CA.

PROJECT SCOPE

Gilleran Energy Management is proposing to provide the following scope of work for this project identified by project phase.

- Primary scope of work
 - 2019 Title 24: Energy code performance analysis and documentation (Res and Nonres)
 - Phases of analysis
 - 100% set - Design development (DD) - Initial energy code model and analysis
 - Proposal includes a 2-hour preliminary design review meeting prior to modeling and an additional 2-hour meeting upon the completion of the analysis to review results.
 - 75% or 90% set - Construction documents (CD) - Progress energy model iteration
 - 75% or 90% set - Construction documents (CD) - Permit documentation

ENERGY AND GREEN BUILDING PROGRAM

Gilleran Energy Management will provide the scope of work outlined below. This scope has been developed after our communications with Ms. Laura Billings, Sage Green Development, LLC, review of the emailed scope, and the provided plans.

A successful energy efficient project is contingent upon the full cooperation by the building owner and the design and construction team in the process of rating and documenting for the program defined in the provided table. This proposal is based upon Gilleran Energy Management receiving the collaboration and assistance of all members of the project to accomplish the program goals. We are excited to be part of the project team and we look forward to working together.

Project Assumptions

Gilleran Energy has used the best available information to provide the scope and budget to meet the project's requirements. Gilleran Energy's proposal is based upon the following assumptions:

- Project will have the same stakeholders throughout the duration of the project:
 - Owner
 - Design team
 - Construction team

PROJECT COSTS

Primary Work Scopes

Title 24 Analysis & Documentation - Pricing and Terms

- Total project price for the scope of work is a cost of \$11,268.00.

Payment Schedule

The project requires a 25% prepayment. Work will be invoiced on a monthly basis while in progress. Final documentation to be provided upon full payment of balance of contract. All invoices shall be due and payable upon receipt by client.

All attempts have been made to clarify the activities included in the proposal. Any miscellaneous printing expenses are not included and will be billed separately. Any additional work outside the scope of this proposal will be billed at the applicable rates.

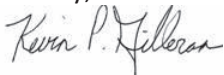
- All energy modeling consulting time on the project is calculated at \$106/hr.

This proposal is available for consideration for 30 days from the issue date. After that date, an updated proposal will be provided upon request. This proposal is based on the completion of all design phase work in this scope within 3 months and all construction phase work in this scope within 24 months from the proposal date. Tasks within the scope that are not completed within this period will require an additional contract for rate adjustment and project remobilization.

The contract can be voided in writing by either party. Compensation will be paid for all work done prior to the date the voided contract is received.

We look forward to working with you to make this a successful project.

Sincerely,



Kevin P. Gilleran

LEED AP, CalCERTS, GPR, CEA, BPI, CEM, QCxP

Acceptance:

Signed: _____, for Sage Green Development

Date: _____

APPENDIX A: 2019 ENERGY CODE – TITLE 24



APPENDIX A: 2019 ENERGY CODE – TITLE 24

2019 T-24 Energy Code: Highrise Residential Energy Analysis and Documentation	
Sage - Alameda North Housing	
Energy Analysis: T-24 energy code	
<i>Phase of analysis: Assumed to use Design Development - 100% set</i>	
Code analysis energy models: 1) Nonresidential (community spaces, common areas) and 2) high-rise residential occupancy for 3, 4-story buildings for veteran and senior housing. The project is located at Mosley Avenue and Lakehurst Circle, Alameda, CA. The project is a Title-24 energy code compliance analysis, targeting a minimum code compliance margin for an all-electric building.	
Preliminary design team meeting to discuss proposed energy features and design elements prior to the start of takeoffs and modeling. Proposal assumes 2 hours. Meeting to be via video conferencing.	
Analysis to be based on the whole building.	
Whole building analysis includes the following components:	
Envelope Systems - Insulation, Windows, Doors, Skylights	
All fenestration is assumed to be NFRC tested and certified. Proposal assumes that a window and door schedule will be provided for the analysis.	
Mechanical systems and controls: System criteria and specifications to be provided by design team	
Project will be modeled on a unit-by-unit basis. CEC assumptions will be modeled for all applicable occupancies. Proposal assumes all conditioned areas to be comfort conditioned.	
Central and local DHW systems with controls	
DHW systems: hot water heater, pipe insulation and circulation pump with controls	
Evaluation of energy model. Summary of results to design team.	
Design team meeting to discuss proposed energy features and to evaluate results and discuss alternate energy features as needed. Meeting to be via video conferencing.	
<i>Phase of analysis: Assumed to use Construction Documents - 75% or 90% set</i>	
Assumes no significant changes in the building geometries or architectural design.	
Review current plan set and specifications for inclusion into current energy model.	
Evaluation of updated energy model. Summary of results to design team.	
Permit Documentation: California T-24 energy code	
<i>Phase of analysis: Assumed to use Construction Documents - 75% or 90% set</i>	
Provide T-24 permit submittal documents.	
Title-24 building analysis report includes:	
Electronic copies of the documents that must be placed on the submittal drawings. (AutoCad compatible - .JPG's or .PDF's).	
Permit Documentation: 2019 Mandatory & Prescriptive Requirement Support for Design Team	
Project support for mandatory measures required to be completed and submitted at time of permit application:	
Solar Ready Buildings: Provide T24 compliance forms to design team with solar ready area and project information to be completed and shown on the plans by architect, electrical and structural designers. Section 110.10, Mandatory Requirements Solar Ready Buildings.	
Indoor Lighting: Verify inclusion of lighting controls into permit plans. Lighting designer to include mandatory lighting shut-off and multilevel controls including occupancy, vacancy, motion sensor, time-switch control and vacancy controls as applicable for Section 130.1 Mandatory Requirements for Indoor Lighting Controls.	
Electrical Power Distribution Systems: Provide T24 compliance forms with project information to electrical designer for completion. Section 130.5, Mandatory Requirements for Electrical Power Distribution Systems. Completed forms to be provided to GEM for inclusion into Title 24 submittal documents.	

2019 T-24 Energy Code: Highrise Residential Energy Analysis and Documentation	
Sage - Alameda North Housing	
Covered Process: Provide applicable Covered Process T24 compliance forms to be completed by design team. Section 120.6, Mandatory Requirements for Covered Processes. Completed forms to be provided to GEM for inclusion into Title 24 submittal documents.	
Support	
Project Management	
Communications (email, phone calls, download new drawings/specifications, etc.)	
Project Exclusions	
Meetings as identified in above are included in this proposal.	
No meetings or travel are included in this proposal.	
CALGreen consulting and field verification (if applicable)	
Additional work and/or plan reviews beyond what is specifically identified in scope noted above.	
Projects designed before the 2019 Energy Code change, effective January 1, 2017 may require additional analysis to meet the more stringent code requirements. If iterative analysis is required the associated work will be billed as time and materials under a separate proposal.	
California State Building Standards Code changes are not included in this proposal.	
All energy calculations for T24 compliance documentation related to the process energy use to be provided by the design professional.	
Design team consultation and support by separate contract if not clearly defined	
All permit phase work is expected to be completed within 6 months of the date of the signed contract.	
This proposal assumes the proposed building as designed will comply with the California Energy Code. Support and revisions for non-compliant buildings will be billed separately.	
Commissioning of energy and water systems.	
Client is responsible to identify any additional jurisdictional requirements beyond requirements of CA energy code.	
Any follow up or response to plan check comments not related specifically to the permit energy analysis is excluded and will be billed separately. Changes to plans after completion of the permit T-24 documents are excluded and will be billed separately.	
This proposal addresses permit phase scope only. Construction phase field verifications (including HERS) are excluded.	
Value engineering	
Bidding and negotiation	
Construction administration	



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Owner - Architect Authorization to Perform Additional Services Number 4

HKIT Architect is authorized to perform the following additional services on the terms outlined below.

Contract Reference: Consultant Service Agreement, June 3, 2019

Owner: Island City Development

Architect: HKIT Architect
A California Corporation

HKIT Project Number: 19009

Project: North Site Supportive Housing , Alameda, CA

Scope of Work: Expanded scope: Planting and irrigation design for the streetscape portion of the masterplan development adjacent to the North Site Parcel A. Includes coordination with civil engineer and architect. Fee/scope is anticipated as follows:

- 95% CD plans
 - o PGA: \$15,400
 - o HKIT: \$5,000
- Final Map CD Plans
 - o PGA: \$13,200
 - o HKIT: \$1,500
- Tentative Map plans – rev 1
 - o PGA: \$8,800
- Tentative Map plans – rev 2
 - o PGA: \$6,600

Additional Compensation: Lump sum: Fifty Thousand Five Hundred and no 00/100 Dollars (\$50,500).

Other Conditions: n/a

This Agreement entered into as of **October 28, 2021**.

ARCHITECT
HKIT Architects
A California Corporation

By: 
Christophe Laverne, AIA, Principal

By: 
Paul McElwee, AIA, Principal

OWNER
Island City Development

By: _____

By: _____



LANDSCAPE ARCHITECTS

ADDITIONAL SERVICES REQUEST NO. 1
for
ICD – North Site Supportive Housing Streetscape

October 26, 2021

Paul McElwee, Principal
HKIT Architects
538 Ninth Street Suite 240
Oakland California 94607

RE: North Site Supportive Housing Streetscape work

Per our conversation, I understand you are requesting the following additional services for the North Site Supportive Housing project and that the drawings for this work will be a separate design and submittal schedule as well as separate set of plans from the on-site set.

Work includes:

Planting and irrigation design for the streetscape portion of work as shown in Exhibit A.

Work will be produced in the submittals as outlined below and will be billed on a lump sum basis, additional submittals or review periods will be additional work.

95% CD Plans for client & city review (Tentative end of November)	\$14,000
Final CD Plans for Final Map Recording (Tentative January 2022)	\$12,000
Révisions to Tentative Map plans 1st time	\$8,000
Révisions to Tentative Map plans 2 nd time	\$6,000
<hr/>	
Total Design Fee for Basic Services	\$40,000

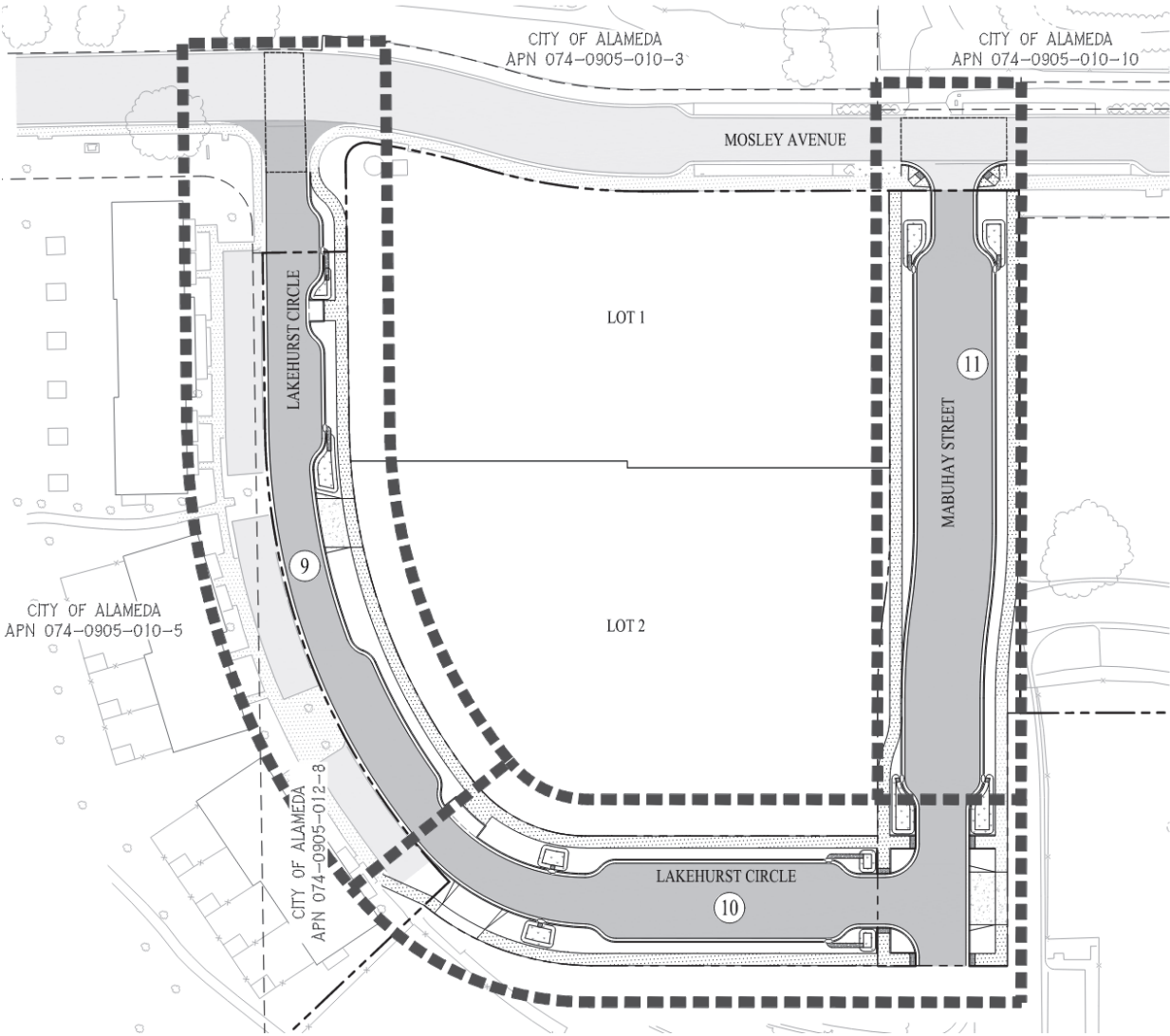
All other provisions of our original agreement are not affected by this additional services request.

Thank you for your attention to this matter. We look forward to completing the project.

Karen Krolewski, PGAdesign

Accepted By: _____ Date: _____

Exhibit A - Scope of Work:





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Owner - Architect Authorization to Perform Additional Services Number 5

HKIT Architect is authorized to perform the following additional services on the terms outlined below.

Contract Reference:	Consultant Service Agreement, June 3, 2019
Owner:	Island City Development
Architect:	HKIT Architect A California Corporation
HKIT Project Number:	19009
Project:	North Site Supportive Housing Alameda, CA
Scope of Work:	Additional costs for GPR scoring. Original proposal assumed one submittal for whole project. Now three separate scorecards, inspections, and certifications required. Also, we propose an allowance for potential adjustments to the T-24 reports during the building plan check process. See attached proposal from Sage Green.
Additional Compensation:	GPR services: Lump sum \$16,500 x 1.1 HKIT admin = \$18,150 Eighteen Thousand One Hundred Fifty and 00/100 Dollars.
Other Conditions:	T-24 allowance: \$1,500 to be submitted as a reimbursable, if adjustments to the T-24 report required during Plan Review

This Agreement entered into as of **August 31, 2022**
ARCHITECT
 HKIT Architects
 A California Corporation

By: 
 Christophe Laverne, AIA, Principal

By: 
 Paul McElwee, AIA, Principal

OWNER
 Island City Development

DocuSigned by:
 By: 
 5AFA57239EC2484...

By: _____

DS
TW

DS
SM

Sage Green Strategies



41 Bonita Court • Walnut Creek, CA 94595 • Phone: 925-243-5525

E-Mail: Lisa@sagegreen.us

Additional Service Agreement (ASA):

Project Name:	HKIT-AHA North	Project Location:	Mosley Ave/Lakehurst, Alameda CA
Project No.:		Client:	HKIT
Date:	August 16, 2022	Client Project No.:	19009.0
Request is hereby confirmed for Sage Green Strategies, Inc. to perform the following services:			
<p>GPR Services (Sage Green) Original proposal assumed (1) GPR certification, scorecard and site visit for full project. The project is broken out by building/permit, essentially breaking this project out into 3 separate certifications, scorecards and inspections. The only synergies will be for submittal reviews and project meetings. Add for rough inspection (+4,000), final inspection (+8,000), 3 scorecards (+1,000), documentation/admin (+3,500), plus project extension through June 2025. Total add of \$16,500</p> <ul style="list-style-type: none"> PSI – 45 units – minimum of 8 units to be inspected + common space, site and CALGreen measures PS2 – 46 units – minimum of 8 units to be inspected + common space, site and CALGreen measures Senior – 64 units – minimum of 11 units to be inspected + common space, site and CALGreen measures <p>Energy Modeling Reimbursable (Energysoft) T-24 modeling place holder, to provide minor changes to existing T-24 models to accommodate any supply chain changes or change in glazing/envelope assumptions in design, through submittal process in construction administration. This fee would only be used if T-24 changes in modeling would be required, this does not cover any major design changes that would require extensive change to current energy model. Total add of \$1,500</p>			
Original or Master Agreement (if any), dated:		1/9/2020	
Services not included (this list is not exhaustive):			
Fees and Basis:	Lump sum add of \$16,500 for GreenPoint Rated services for 3 separate projects/permits		
Reimbursable Expenses:	\$1,500 reimbursable allowance for T-24 energy modeling services in CA phase		
Services to begin:	Upon Approval		
Services projected to be completed no later than:		June 2025, if project extends longer additional services will be requested	

The undersigned agrees to provide services in accordance with terms listed above:

Name & Title

Signature

Services requested by:

Lisa Marshall, Principal – Sage Green Strategies, Inc.
Name & Title

Date Signed

8/16/2022
Date of Request

EXHIBIT B
FEE SCHEDULE

Travel Accommodations Expense Requirements-Consultants

Consultants are expected to use prudent planning in arranging business travel to control costs. Consultant is expected to exercise business judgment to align expenses with requirements of Island City Development (ICD). Only necessary and reasonable business expenditures will be reimbursed.

Any Consultant who incurs business expenses on behalf of ICD must submit an expense report with appropriate documentation explaining the business purpose of travel and itemizing expenses.

Air Transportation

In general, Consultants should fly at the lowest cost economy fare. As circumstances permit, air transportation should be booked in advance to achieve the lowest available advance-purchase fare.

Ground Transportation

When using ground transportation, Consultants should select the most economical mode of reliable and safe transportation. Reimbursement will be for the actual and reasonable expense incurred while on ICD business.

Rental cars are to be the lowest cost vehicle at a cost and class no greater than that which is necessary to conduct business.

Corporate Automobile Liability

Coverage shall be a minimum of \$1,000,000 per accident for Bodily Injury and Property Damage \$2,000,000 Annual aggregate. Automobile liability insurance shall be as broad as Insurance Services Office form number CA 00 01 covering Code 1 (any auto: owned, hired or leased).

In lieu of Corporate Automobile Liability Coverage, Consultant shall purchase rental car insurance for limits of not less than \$1,000,000 at no additional cost to the ICD. This rental car insurance provision shall apply when the Consultant's firm's auto liability policy does not include the above referenced insurance provisions (i.e. any auto Code 1).

Accommodations

Expenses for lodging are to be for a standard single room rate at the most reasonable priced mid-tier hotel available. Exceptions may be made for Consultants attending conventions and meetings with hotels; other exceptions require business rationale, which must be documented and approved by the ICD. Where extended travel is involved, reduced rates and/or extended-stay hotel options must be considered.

Out-Of-Pocket Expenses

CONSULTANT SERVICES CONTRACT

Page 27

Incidental expenses will be reimbursed for the actual and reasonable cost incurred unless otherwise stated by local county laws and regulations, (e.g. daily allowance instead of actual cost.) Receipts are required at an expenditure level to satisfy local tax requirements.

Non-reimbursable Expenses

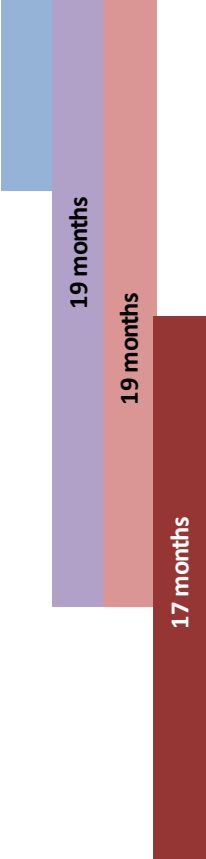
Consultants may not be reimbursed for out-of-pocket expenses of a personal nature. (e.g., recreational expenses, gifts, etc.).

Any and all costs incurred by Consultant shall not exceed the Contracted Amount set forth in the Consultant Services Contract.

EXHIBIT B - FEE MATRIX

Updated DECEMBER 15, 2023, 2023

NORTH SITE HOUSING (MULTI-PHASE DELIVERY)(1)(3)(5)		ENTITLEMENTS (1)	SCHEMATIC DESIGN (2)(1b)	DESIGN DEVELOPMENT (2)	CONSTRUCTION DOCUMENTS (2)	BID & PERMITTING (2)	CONSTRUCTION - ADMINISTRATION - REVISED DEC 15, 2023 FOR EXTENDED SCOPE (4)	TOTAL
Architectural (2)		\$ 71,500	\$ 65,000	\$ 174,625	\$ 284,275	\$ 76,500	\$ 596,800	1,268,700
Civil		\$ 16,500	\$ (16,500)	\$ -	\$ -	\$ -		-
Landscape		\$ 9,130	\$ 7,370	\$ 30,800	\$ 57,200	\$ 6,600	\$ 27,500	138,600
Structural		\$ 1,100	\$ 17,600	\$ 33,000	\$ 75,900	\$ 6,600	\$ 61,600	195,800
Mechanical / Plumbing		\$ 8,800	\$ 8,800	\$ 45,100	\$ 80,300	\$ 2,200	\$ 33,550	178,750
Electrical		\$ 5,000	\$ 6,000	\$ 55,000	\$ 77,000	\$ 5,500	\$ 36,300	184,800
Waterproofing		\$ -	\$ -	\$ 9,350	\$ 18,700	\$ 15,950	\$ 82,500	126,500
Acoustical		\$ -	\$ 6,600	\$ 8,250	\$ 9,900	\$ 1,650	\$ 24,200	50,600
Sustainability / T-24		\$ 2,200	\$ 550	\$ 8,250	\$ 10,450	\$ 2,200	\$ 36,947	60,597
Waste Management		\$ -	\$ 1,250	\$ 2,625	\$ 4,375	\$ 625	\$ -	8,875
CONTINGENCY / ADD SERVICES #1, 2,3, 5			\$ 31,305				\$ -	31,305
CONTRACT AMENDMENT 1 (ADDED OFFSITE LANDSCAPE WORK - ASR #4)			\$ 50,500				\$ -	50,500
Total		\$ 114,230	\$ 96,670	\$ 367,000	\$ 618,100	\$ 117,825	\$ 899,397	2,295,027
Notes		(1) \$114,230.00 fee for entitlements phase per separate proposal dated June 12, 2019.. Delivery assumes one application for all three buildings.						
		(1b) Civil scope removed from prior entitlements scope. \$16,500 credit for this scope applied to SD phase						
		(2) For the DD-CD/Bid Permit , the fee assumes all three buildings designed and approved at the same time in 3 separate building permit packages.						
		(3) Based on \$60M construction cost, Type VA wood frame on grade						
		(4) See attached for assumed construction administration schedule and staffing projection.						
		(5) Assumes conventional "stick framed" wood construction (not modular/factory built)						
		(6) Assumes ministerial planning review under SB35 expedited process. No design review/ council hearings.						
		(7) Cost not-to-exceed allowance for revisions due to value engineering after the initial building permit application submittal (typically 50%-75% CD)						
Exclusions		Consultants other than above						

ALAMEDA HOUSING AUTHORITY - NORTH SITE HKIT ARCHITECTS - Dec 15, 2023				19 months PHASE 1	19 months PHASE 2	17 months PHASE 3		
VERTICAL CONSTRUCTION (THREE CONTRACTS)				PSH Phase 1	Phase 2 - Senior	PSH Phase 2		
				\$ 104,533	\$ 104,533	\$ 93,530	\$ 302,597	Consultants
				\$ 206,167	\$ 206,167	\$ 184,465	\$ 596,800	Arch Only
				\$ 310,701	\$ 310,701	\$ 277,995	\$ 899,397	Total
				EST HOURS				
	Feb-24	1	120	\$16,353	\$16,353	\$0	\$32,705	
	Mar-24	2	120	\$16,353	\$16,353	\$0	\$32,705	
	Apr-24	3	120	\$16,353	\$16,353	\$0	\$32,705	
	May-24	4	120	\$16,353	\$16,353	\$0	\$32,705	
	Jun-24	5	120	\$16,353	\$16,353	\$0	\$32,705	
	Jul-24	6	120	\$16,353	\$16,353	\$0	\$32,705	
	Aug-24	7	100	\$16,353	\$16,353	\$0	\$32,705	
	Sep-24	8	100	\$16,353	\$16,353	\$0	\$32,705	
	Oct-24	9	120	\$16,353	\$16,353	\$0	\$32,705	
	Nov-24	10	180	\$16,353	\$16,353	\$0	\$32,705	
	Dec-24	11	180	\$16,353	\$16,353	\$16,353	\$49,058	
	Jan-25	12	180	\$16,353	\$16,353	\$16,353	\$49,058	
	Feb-25	13	160	\$16,353	\$16,353	\$16,353	\$49,058	
	Mar-25	14	160	\$16,353	\$16,353	\$16,353	\$49,058	
	Apr-25	15	160	\$16,353	\$16,353	\$16,353	\$49,058	
	May-25	16	160	\$16,353	\$16,353	\$16,353	\$49,058	
	Jun-25	17	160	\$16,353	\$16,353	\$16,353	\$49,058	
	Jul-25	18	120	\$16,353	\$16,353	\$16,353	\$49,058	
	Aug-25	19	120	\$16,353	\$16,353	\$16,353	\$49,058	
	Sep-25	20	80	\$0	\$0	\$16,353	\$16,353	
	Oct-25	21	80	\$0	\$0	\$16,353	\$16,353	
	Nov-25	22	80	\$0	\$0	\$16,353	\$16,353	
	Dec-25	23	60	\$0	\$0	\$16,353	\$16,353	
	Jan-26	24	60	\$0	\$0	\$16,353	\$16,353	
	Feb-26	25	60	\$0	\$0	\$16,353	\$16,353	
	Mar-26	26	80	\$0	\$0	\$16,353	\$16,353	
	Apr-26	27	80	\$0	\$0	\$16,353	\$16,353	
TOTALS				3200	\$ 310,701	\$ 310,701	\$ 277,995	\$ 899,397
				HKIT ONLY				
				CONTRACT #1	CONTRACT #2	CONTRACT #3		
				19 MONTHS	19 MONTHS	17 MONTHS		
WEIGHTED AVERAGE				34.5%	34.5%	30.9%		
HKIT FEE				\$ 206,167	\$ 206,167	\$ 184,465		
CONSULTANT FEE				\$ 104,533	\$ 104,533	\$ 93,530		
				\$ 310,701	\$ 310,701	\$ 277,995	\$ 899,397	



HKIT ARCHITECTS
HOURLY BILLING RATE SHEET
 Effective December 1, 2023
 (Subject to annual adjustments)

CLASSIFICATION	BILLABLE HOURLY RATES
Principal	\$ 250.00
Director of Design	\$ 235.00
Senior Project Manager	\$ 220.00
Senior Construction Administrator	\$ 215.00
Senior Architect	\$ 210.00
Senior Designer	\$ 205.00
Project Manager	\$ 175.00 - \$ 195.00
Architect 1-3	\$ 160.00 - \$ 190.00
Construction Administrator	\$ 190.00
Specification Writer	\$ 180.00
Director of Interior Design	\$ 210.00
Senior Interior Designer	\$ 185.00
Designer 1-3/Interior Designer 1-3	\$ 120.00 - \$ 165.00
Junior Designer/Junior Interior Designer	\$ 105.00
Technical/Production Assistant	\$ 120.00 - \$ 160.00

CONSULTANT SERVICES CONTRACT

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EXHIBIT C
Not Applicable

EXHIBIT D
FORM HUD-5370-C (01/2014), GENERAL CONDITIONS FOR NON-
CONSTRUCTION CONTRACTS

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$150,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$150,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

20. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

22. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of

recovered materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

CONSULTANT SERVICES CONTRACT

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EXHIBIT E
Not Applicable

AMENDED AND SUPERSEDED CONSULTANT SERVICES CONTRACT

THIS AMENDED AND SUPERSEDED CONSULTANT SERVICES CONTRACT ("Agreement"), entered into this 4th day of January, 2024 ("Effective Date"), by and between MABUHAY AND LAKEHURST LP, a California limited partnership (hereinafter referred to as "MABUHAY AND LAKEHURST LP"), and HKIT ARCHITECTS, a California corporation whose address is 538 Ninth Street, Suite 240, Oakland, CA 94607, (hereinafter referred to as "Consultant"), is made with reference to the following:

RECITALS:

A. MABUHAY AND LAKEHURST LP is a California limited partnership affiliated with Island City Development ("ICD") and the Housing Authority of the City of Alameda ("AHA") and is duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.

B. MABUHAY AND LAKEHURST LP has determined that it requires professional services for Architectural and Engineering Services for Linnet Corner, also referred to as North Housing Senior Apartments ("Project"), as described further in Paragraph 2 of this Agreement.

C. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

D. Consultant represents that it possesses the skill, experience, ability, background, applicable certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

E. Consultant has provided services related to the Project under the Consultant Services Contract between ICD and Consultant dated September 1st, 2021 and Amendment No.1 dated November 18, 2021 (collectively "Former Contracts"). The not to exceed amount of the Former Contracts is one million seven hundred seventy-seven thousand six hundred dollars and zero cents (\$1,777,600.00). The value of the services associated with the Project is five hundred ninety two thousand five hundred thirty three dollars and thirty three cents (\$592,533.33), which is equivalent to one-third of the total Former Contracts costs.

F. MABUHAY AND LAKEHURST LP and Consultant desire to enter into an agreement to provide the subject services as discussed in more detail below.

G. Consultant, under the Former Contracts, has completed services valued at one million three hundred ninety five thousand six hundred thirty dollars and zero cents (\$1,395,630) and has received full compensation from ICD for said value. MABUHAY AND LAKEHURST LP agrees to purchase a third of the services or products completed by the Consultant in accordance with the Former Contracts, including all documents, reports, plans, and other deliverables prepared by the Consultant as well as all rights and responsibilities from the Former Contracts, from ICD. The value of the services to be purchased by MABUHAY AND LAKEHURST LP and credited to this Agreement is four

hundred sixty five thousand two hundred ten dollars and zero cents (\$465,210, "Credited Amount").

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. **TERM.**

The term of this Agreement shall commence on the Effective Date and end on December 31, 2026, unless extended, as discussed herein, or terminated earlier as provided in Paragraph 20 below ("Term"). The parties may choose by mutual agreement to extend the term of this Agreement for up to a maximum of 5 years and shall do so by executing a written amendment to the Agreement. All indemnification, defense, and hold harmless provisions in this Agreement shall survive the termination of this Agreement.

2. **SERVICES TO BE PERFORMED.**

2.1 Consultant has provided or shall provide the following services to MABUHAY AND LAKEHURST LP, those services outlined and specified in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference, all at the not to exceed fee stated in Paragraph 3 below. In the event of any inconsistencies between this Agreement's exhibits and this Agreement, the terms of this Agreement shall govern.

2.2 Consultant represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement, and MABUHAY AND LAKEHURST LP relies upon this representation. Consultant shall perform to the satisfaction of MABUHAY AND LAKEHURST LP, and Consultant shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant further represents and warrants to MABUHAY AND LAKEHURST LP that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice its profession. Consultant further represents that it shall keep all such licenses and approvals in effect during the Term of this Agreement.

2.3 Consultant affirms that it is fully apprised of all of the work previously completed and to be performed under this Agreement; and Consultant agrees it can properly perform this work for the fee stated in Paragraph 3. Consultant shall not perform services or provide products that are not set forth in this Agreement, unless by prior written request of MABUHAY AND LAKEHURST LP.

2.4 Consultant agrees that it has performed and has been fully compensated for services as indicated in Exhibit A and will continue to perform all remaining services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by MABUHAY AND LAKEHURST LP nor have any contractual relationship with MABUHAY AND LAKEHURST LP.

2.5 Acceptance by MABUHAY AND LAKEHURST LP of Consultant's performance, or portion thereof, under this Agreement does not operate as a release of Consultant's responsibility for full compliance with the terms of this Agreement.

2.6 Acceptance by MABUHAY AND LAKEHURST LP of this Agreement does not guarantee further work on the North Housing Block A Development.

3. **COMPENSATION TO CONSULTANT.**

3.1 MABUHAY AND LAKEHURST LP shall pay the Consultant for services performed, products provided and expenses incurred for the Scope of Services defined in Exhibit A, and according to the Fee Schedule set forth in Exhibit B. Maximum payment by MABUHAY AND LAKEHURST LP to Consultant for the services provided herein shall not exceed seven hundred seventy five thousand nine hundred eleven dollars and zero cents (\$775,911.00), including all expenses ("Contracted Amount"). The Contracted Amount includes a value of services already completed and credited to this Agreement equivalent to four hundred sixty five thousand two hundred ten dollars and zero cents (\$465,210.00, "Credited Amount"). The remaining balance of the Contracted Amount to be paid upon completion of outstanding services is three hundred ten thousand seven hundred one dollars and zero cents (\$310,701.00). MABUHAY AND LAKEHURST LP shall not be responsible for any fees or costs incurred above or beyond the aforementioned Contracted Amount and MABUHAY AND LAKEHURST LP shall have no obligation to purchase any specified amount of services or products, unless agreed to in writing by MABUHAY AND LAKEHURST LP pursuant to Paragraph 4 below. Consultant shall invoice MABUHAY AND LAKEHURST LP for the services to be performed pursuant to the Scope of Services attached hereto as Exhibits A at the rates, inclusive of all taxes, insurance, benefits, wages, profit, overhead, and every other personnel cost borne by Consultant, set forth in the Scope of Services attached hereto as Exhibits A provided, however, in no event shall any and all costs paid under this Agreement exceed the Contracted Amount.

3.2 CONSULTANT shall be paid only in accordance with an invoice submitted to MABUHAY AND LAKEHURST LP by Consultant. CONSULTANT agrees that they have been previously paid for services equivalent to the Credited Amount under this contract and is not entitled to receive any further compensation for those items billed and paid under the Former Contracts and credited to this Agreement. Each month Consultant shall furnish to MABUHAY AND LAKEHURST LP an original invoice in duplicate, using MABUHAY AND LAKEHURST LP's template, or in a format acceptable to MABUHAY AND LAKEHURST LP, for all work performed and expenses incurred during the preceding month. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice MABUHAY AND LAKEHURST LP for any duplicate services performed by more than one person.

MABUHAY AND LAKEHURST LP shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by MABUHAY AND LAKEHURST LP, MABUHAY AND LAKEHURST LP shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to Consultant only after services have been rendered or delivery of materials or products, and acceptance has been made by MABUHAY AND LAKEHURST LP. Consultant shall prepare

and submit such invoices in duplicate. For this Agreement, Consultant shall send the original and duplicate copies of invoices to:

Mabuhay and Lakehurst LP
701 Atlantic Avenue
Alameda, CA 94501-2161
ATTN: Paris Howze, Project Manager
(510) 747-4366

Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; itemization of the description of the work performed (hourly rate and extensions, if applicable), the date of performance, the associated time for completion; and an invoice total. In the event any charges or expenses are disputed by MABUHAY AND LAKEHURST LP, the original invoice shall be returned by MABUHAY AND LAKEHURST LP to Consultant for correction and resubmission. Review and payment by MABUHAY AND LAKEHURST LP for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

4. Alteration or Changes to the Agreement.

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No additional services shall be performed by Consultant without a written amendment to this Agreement.

Consultant understands that MABUHAY AND LAKEHURST LP and ICD's Board of Directors, President, or designee, within their delegated authority, are the only authorized representatives ("Estuary I Representative") who may at any time, by written order, make any alterations within the general scope of this Agreement.

5. INSPECTION OF SERVICES.

All services performed pursuant to this Agreement shall be subject to inspection and approval by MABUHAY AND LAKEHURST LP. Consultant shall cooperate with the Estuary I Representative to permit him/her to determine Consultant's conformity with the terms of this Agreement. If any services performed or products provided by Consultant are not in conformance with the terms of this Agreement, MABUHAY AND LAKEHURST LP shall have the right to require Consultant to perform the services or provide the products in conformance with the terms of this Agreement at no additional cost to MABUHAY AND LAKEHURST LP. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, MABUHAY AND LAKEHURST LP shall have the right to: (1) require Consultant immediately to take all necessary steps to ensure future performance in conformity with the terms of this Agreement; and/or (2) if applicable, reduce the Contracted Amount to reflect the reduced value of the services performed or products provided. MABUHAY AND LAKEHURST LP may also terminate this Agreement for default and charge to Consultant any costs incurred by MABUHAY AND LAKEHURST LP because of Consultant's failure to perform.

Consultant shall establish adequate procedures for self-monitoring to ensure

proper performance under this Agreement; and shall permit the Estuary I Representative to monitor, assess or evaluate Consultant's performance under this Agreement at any time upon reasonable notice to Consultant.

6. **TIME IS OF THE ESSENCE.**

Consultant and MABUHAY AND LAKEHURST LP agree that time is of the essence regarding the performance of this Agreement.

7. **INDEPENDENT CONTRACTOR.**

The Consultant is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of MABUHAY AND LAKEHURST LP or its affiliates. It is expressly understood and agreed that the Consultant (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which MABUHAY AND LAKEHURST LP or its affiliates' employees are entitled, including but not limited to overtime, any retirement benefits, injury leave or unemployment insurance, workers' compensation coverage, vacation, and/or sick leave. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No right of employment will be acquired by virtue of Consultant's services hereunder. There shall be no employer-employee relationship between the parties; and Consultant shall hold MABUHAY AND LAKEHURST LP and its affiliates harmless from any and all claims that may be made against MABUHAY AND LAKEHURST LP or its affiliates based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that Consultant in the performance of this Agreement is subject to the control or direction of MABUHAY AND LAKEHURST LP merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

MABUHAY AND LAKEHURST LP and Consultant agree that during the term of this Agreement and for a period of one year after termination, the parties shall not solicit for employment, hire, or retain, whether as an employee or independent contractor, any person who is or has been employed by the other without written agreement by the other party.

8. **IMMIGRATION REFORM AND CONTROL ACT (IRCA).**

Consultant assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal or state rules and regulations. Consultant shall indemnify, defend and hold MABUHAY AND LAKEHURST LP and its affiliates harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this Paragraph 8 by Consultant.

9. **NON-DISCRIMINATION.**

Consistent with ICD's policy that harassment and discrimination are unacceptable conduct and will not be tolerated, Consultant shall not discriminate in the provision of services hereunder, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, sexual orientation, pregnancy, sex, age, gender identity, or marital status in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations. Consultant agrees that any and all violations of this Paragraph 9 shall constitute a breach of this Agreement.

10. **INDEMNIFICATION/DEFENSE/HOLD HARMLESS.**

10.1 Consultant shall indemnify, defend, and hold harmless MABUHAY AND LAKEHURST LP, ICD, AHA, their respective directors, officers, Board of Commissioners, Board of Directors, elected and appointed officials, employees, agents, and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities"), based or asserted upon any act, omission, or services of Consultant, its officers, employees, subcontractors, independent contractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death (including but not limited to MABUHAY AND LAKEHURST LP, ICD and AHA employees), or any other element of damage of any kind or nature whatsoever, relating to or in any way connected with or arising from the performance of Consultant, its officers, employees, subcontractors, independent contractors, agents or representatives from this Agreement, excluding the willful misconduct or gross negligence of the person or entity seeking to be defended, indemnified or held harmless. Consultant shall defend, at its sole expense, all costs and fees including, but not limited to, reasonable attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or legal action based upon such alleged acts or omissions, unless such claims arise due to the willful misconduct or gross negligence of the person or entity seeking to be defended, indemnified or held harmless consistent with California Civil Code section 2782.8. In connection with the foregoing:

- (a) Consultant shall defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including reasonable legal costs and reasonable attorneys' fees incurred in connection therewith;
- (b) Consultant will promptly pay any judgment rendered against the Indemnitees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the Indemnitees harmless therefrom;
- (c) In the event the Indemnitees are made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or

activities of Consultant hereunder, Consultant agrees to pay to the Indemnitees, any and all costs and expenses incurred by the Indemnitees in such action or proceeding, including but not limited to, legal costs and reasonable attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify the Indemnitees hereunder therefore, and failure of the Indemnitees to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Paragraph 10.1 do not apply to claims or liabilities occurring as a result of MABUHAY AND LAKEHURST LP's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from MABUHAY AND LAKEHURST LP's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional consistent with California Civil Code section 2782.8. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

10.2 With respect to any action or claim subject to indemnification herein by Consultant, Consultant shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of MABUHAY AND LAKEHURST LP; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Consultant's indemnification to Indemnitees as set forth herein. Consultant's obligation hereunder shall be satisfied when Consultant has provided to MABUHAY AND LAKEHURST LP, ICD and/or AHA (as applicable) the appropriate form of dismissal relieving MABUHAY AND LAKEHURST LP, ICD and/or AHA (as applicable) from any liability for the action or claim involved.

10.3 The specified insurance limits required in this Agreement shall in no way limit or circumscribe Consultant's obligations to indemnify, defend, and hold harmless the Indemnitees herein from third party claims.

10.4 MABUHAY AND LAKEHURST LP does not, and shall not, waive any rights that it may possess against Consultant because of acceptance by MABUHAY AND LAKEHURST LP, or the deposit with MABUHAY AND LAKEHURST LP, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless, indemnification and defense provision shall apply regardless of whether or not any insurance policies determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. All hold harmless, indemnity, and defense obligations of Consultant contained in this Agreement shall survive the termination and expiration of this Agreement.

10.5 The hold harmless, indemnity, and defense obligations found in this Paragraph 10 shall be in addition to any other obligation of Consultant to hold harmless, indemnify, or defend MABUHAY AND LAKEHURST LP, ICD, AHA, and the Indemnitees under this Agreement.

11. **INSURANCE.**

Without limiting or diminishing the Consultant's obligation to indemnify, defend, or hold harmless the Indemnitees, Consultant shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. On or before the commencement of the terms of this Agreement, Consultant shall furnish MABUHAY AND LAKEHURST LP with certificates of insurance showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with this Paragraph 11 and such certificates shall be in the form required by MABUHAY AND LAKEHURST LP. Such certificates, which do not limit Consultant's indemnification, defense, and hold harmless obligations, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to Mabuhay and Lakehurst LP by certified mail."

It is agreed that Consultant shall maintain in force at all times during the performance of the Agreement all appropriate coverage of insurance acceptable to MABUHAY AND LAKEHURST LP and licensed to do insurance business in the State of California.

An endorsement naming the the Indemnitees as additional insured pursuant to Paragraph 11(D) shall be submitted with the insurance certificates.

A. **COVERAGE:**

Consultant shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000	each occurrence
	\$2,000,000	aggregate – all other
Property Damage:	\$1,000,000	each occurrence
	\$2,000,000	aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$1,000,000 will be considered equivalent to the required minimum limits shown above.

(3) **Automotive:**

Comprehensive automobile liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000	per accident
	\$2,000,000	aggregate
Property Damage:	\$1,000,000	per accident
	\$2,000,000	aggregate

OR

Combined Single Limit: \$1,000,000 per accident

(4) **Professional Liability:**

Professional liability insurance which includes coverage for the negligent professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000.

B. **SUBROGATION WAIVER:**

Consultant agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance that Consultant shall look solely to its insurance for recovery. Consultant hereby grants to MABUHAY AND LAKEHURST LP, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or MABUHAY AND LAKEHURST LP with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of said Consultant may acquire against MABUHAY AND LAKEHURST LP by virtue of the payment of any loss under such insurance.

C. **FAILURE TO SECURE:**

If Consultant, at any time during the term hereof, should fail to secure or maintain the foregoing insurance consistent with this Paragraph 11, MABUHAY AND LAKEHURST LP shall be permitted, but not obligated, to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid. Consultant shall promptly reimburse MABUHAY AND LAKEHURST LP or MABUHAY AND LAKEHURST LP will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, MABUHAY AND LAKEHURST LP may cancel this Agreement.

D. **ADDITIONAL INSURED:**

MABUHAY AND LAKEHURST LP, ICD, AHA, and their respective directors, officers, Board of Commissioners, Board of Directors, elected and appointed officials, employees, agents and representatives, and designated volunteers shall be named as an additional insured under all insurance coverage's, except any professional liability insurance or worker's compensation insurance, required by this Agreement. The naming of an insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof.

Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. **SUFFICIENCY OF INSURANCE:**

The insurance limits required by MABUHAY AND LAKEHURST LP are not represented as being sufficient to protect Consultant. Consultant is advised to consult Consultant's insurance broker to determine adequate coverage for Consultant.

Consultant shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

Consultant agrees to notify MABUHAY AND LAKEHURST LP in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Estuary I Representative.

F. **PROOF OF INSURANCE:**

Consultant shall provide certificates of insurance to MABUHAY AND LAKEHURST LP as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by MABUHAY AND LAKEHURST LP prior to commencement of performance. Current certification of insurance shall be kept on file with MABUHAY AND LAKEHURST LP at all times during the term of this Agreement. MABUHAY AND LAKEHURST LP reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. **DURATION OF COVERAGE:**

Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees, subcontractors, or subconsultants.

H. **ENFORCEMENT OF CONTRACT PROVISIONS (NON-ESTOPPEL):**

Consultant acknowledges and agrees that any actual or alleged failure on the part of MABUHAY AND LAKEHURST LP, ICD or AHA to inform Consultant of non-compliance with any requirement imposes no additional obligations on MABUHAY AND LAKEHURST LP, ICD and AHA nor does it waive any rights hereunder.

I. **PROHIBITION OF UNDISCLOSED COVERAGE LIMITATIONS:**

None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to MABUHAY AND LAKEHURST LP and approved of in writing.

J. **SEPARATION OF INSURED:**

A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

K. **PASS THROUGH CLAUSE:**

Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the services provided in this Agreement who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Paragraph 11. Consultant agrees that upon request, all agreements with subconsultants, subcontractors, and others engaged in the project will be submitted to MABUHAY AND LAKEHURST LP for review.

L. **TIMELY NOTICE OF CLAIMS:**

Consultant shall give MABUHAY AND LAKEHURST LP prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

M. **ADDITIONAL INSURANCE:**

Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

12. **CONFLICT OF INTEREST.**

No employee, agent, contractor, officer or official of MABUHAY AND LAKEHURST LP who exercises any functions or responsibilities with respect to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to it, shall obtain a personal or financial interest in or benefit from any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom they have family or business ties, during his or her tenure or for one (1) year thereafter. The term "contractor" also includes the employees, officers (including board members), agents and subcontractors of Consultant under this Agreement.

Consultant covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with Consultant's performance under this Agreement. Consultant further covenants that no person or subcontractor having any

such interest shall be employed or retained by Consultant under this Agreement. Consultant agrees to inform MABUHAY AND LAKEHURST LP of all Consultant's interests, if any, which are or may be perceived as incompatible with the MABUHAY AND LAKEHURST LP's interests.

Consultant shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom Consultant is doing business or proposing to do business, in accomplishing the work under this Agreement.

Consultant or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to MABUHAY AND LAKEHURST LP or its affiliates' employees.

In order to carry out the purposes of this Paragraph 12, Consultant shall incorporate, or cause to be incorporated, in all contracts and subcontracts relating to activities pursuant to this Agreement, a provision similar to that of this Paragraph 12.

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant further understands that it may be required to fill out a Statement of Economic Interests, a form provided by the California Fair Political Practices Commission, if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

13. PROHIBITION AGAINST ASSIGNMENTS.

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without prior written consent of MABUHAY AND LAKEHURST LP. Any attempt to do so without said consent shall be null and void, and any assignee, sub lessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from MABUHAY AND LAKEHURST LP under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent, but written notice of such assignment shall be promptly furnished to MABUHAY AND LAKEHURST LP by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint venture or syndicate or co tenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

14. SUBCONTRACTOR APPROVAL.

Unless prior written consent from MABUHAY AND LAKEHURST LP is obtained, only those people and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement. In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of worker's

compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

15. **PERMITS AND LICENSES.**

Consultant shall comply with all State of California or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to ICD, including, but not limited to a City of Alameda business license. Consultant warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Alameda, the City of Alameda and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement relative to the Scope of Services to be performed under Exhibits A, and that service(s) will be performed by properly trained and licensed staff.

16. **REPORTS.**

Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement shall be the exclusive property of MABUHAY AND LAKEHURST LP. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to MABUHAY AND LAKEHURST LP the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of MABUHAY AND LAKEHURST LP, and all publication rights are reserved to MABUHAY AND LAKEHURST LP.

All Reports prepared by Consultant may be used by MABUHAY AND LAKEHURST LP in execution or implementation of:

- (1) The original Project for which Consultant was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original project; and/or
- (4) Other MABUHAY AND LAKEHURST LP or ICD projects as appropriate.

Consultant shall, at such time and in such form as MABUHAY AND LAKEHURST LP may require, furnish reports concerning the status of services required under this Agreement.

All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on to both sides of the paper except for one original which shall be single sided.

No Report, information nor other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by MABUHAY AND LAKEHURST LP.

17. RECORDS.

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by MABUHAY AND LAKEHURST LP that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of MABUHAY AND LAKEHURST LP or its designees to such books and records at proper times; and gives MABUHAY AND LAKEHURST LP the right to examine and audit same, and to make transcripts there from as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of five (5) years after receipt of final payment.

18. NOTICES.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests or approvals from Consultant to MABUHAY AND LAKEHURST LP shall be addressed to ICD at:

Island City Development
c/o: Mabuhay and Lakehurst LP
701 Atlantic Avenue
Alameda, CA 94501-2161
Attention: Vanessa Cooper, President

All notices, demands, requests, or approvals from MABUHAY AND LAKEHURST LP to Consultant shall be addressed to Consultant at:

HKIT Architects
538 Ninth Street, Suite 240
Oakland, CA 94607
Attention: Paul McElwee, Principal

19. NO SMOKING, DRINKING OR RADIO USE.

Consultant agrees and acknowledges that smoking of tobacco products, drinking alcoholic beverages, and listening to radios is prohibited at any ICD site, including individual units, common areas, and every building and adjoining grounds. Consultant shall ensure that his/her employees and suppliers comply with these prohibitions.

20. TERMINATION.

MABUHAY AND LAKEHURST LP may, by written notice to Consultant, terminate this Agreement in whole or in part at any time, with or without cause, upon seven (7) days advance written notice. Such termination may be for MABUHAY AND LAKEHURST LP's convenience or because of Consultant's failure to perform its duties and obligations under this Agreement including, but not limited to, the failure of Consultant to timely perform services pursuant to this Agreement, including, but not limited to the Scope of Services attached as Exhibits A.

20.1 Discontinuance of Services. Upon termination, Consultant shall, unless otherwise directed by the notice, discontinue all services and deliver to the MABUHAY AND LAKEHURST LP all data, estimates, graphs, summaries, reports, and other related materials as may have been prepared or accumulated by Consultant in performance of services, whether completed or in progress.

20.2 Effect of Termination for Convenience. If the termination is to be for the convenience of MABUHAY AND LAKEHURST LP, then MABUHAY AND LAKEHURST LP shall compensate Consultant for services satisfactorily provided through the date of termination. Consultant shall provide documentation deemed adequate by MABUHAY AND LAKEHURST LP to show the services actually completed by Consultant prior to the date of termination. This Agreement shall terminate on the date of the written Notice of Termination delivered to Consultant.

20.3 Effect of Termination for Cause. In the event Consultant hereto fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of five (5) business days after receipt by Consultant from MABUHAY AND LAKEHURST LP of written notice of default, specifying the nature of such default and the steps necessary to cure such default, MABUHAY AND LAKEHURST LP may terminate the Agreement forthwith by giving to the Consultant written notice thereof. If the termination is due to the failure of Consultant to fulfill its obligations under this Agreement, Consultant shall be compensated for those services which have been completed in accordance with this Agreement and accepted by the MABUHAY AND LAKEHURST LP. In such case, MABUHAY AND LAKEHURST LP may take over the work and prosecute the same to completion by contract or otherwise. Further, Consultant shall be liable to MABUHAY AND LAKEHURST LP for any reasonable additional costs incurred by MABUHAY AND LAKEHURST LP to revise work for which MABUHAY AND LAKEHURST LP has compensated Consultant under this Agreement, but which MABUHAY AND LAKEHURST LP has determined in its sole discretion needs to be revised in part or whole to complete the project. Prior to discontinuance of services, MABUHAY AND LAKEHURST LP may arrange for a meeting with Consultant to determine what steps, if any, Consultant can take to adequately fulfill its requirements under this Agreement. In its sole discretion, MABUHAY AND LAKEHURST LP may propose an adjustment to the terms and conditions of the Agreement, including the Contracted Amount. Such contract adjustments, if accepted in writing by the parties, shall become binding on Consultant and shall be performed as part of this Agreement. Termination of this Agreement for cause may be considered by MABUHAY AND LAKEHURST LP in determining whether to enter into future agreements with Consultant.

20.4 Notwithstanding any of the provisions of this Agreement, Consultant's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty, or a breach of this Agreement by Consultant, or in the event of Consultant's unwillingness or inability for any reason whatsoever to perform the duties hereunder, or if the Agreement is terminated pursuant to this Paragraph 20. In such event, Consultant shall not be entitled to any further compensation under this Agreement.

20.5 Cumulative Remedies. The rights and remedies of the parties provided in this Paragraph are in addition to any other rights and remedies provided by law, equity or under this Agreement.

21. **FORCE MAJEURE.**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as Acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply, provided the other party receives written notice of such force majeure event no later than fourteen (14) calendar days after commencement of such force majeure event.

22. **COMPLIANCES.**

Consultant shall comply with all state and federal laws, all City of Alameda ordinances, and all rules and regulations enacted or issued by MABUHAY AND LAKEHURST LP. In the event that the Consultant encounters a potential conflict between state, federal or local law, Consultant shall inform MABUHAY AND LAKEHURST LP and MABUHAY AND LAKEHURST LP shall direct Consultant on proper course of action.

23. **GOVERNING LAW; SEVERABILITY.**

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the Courts of the County of Alameda, the State of California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

24. **NONCONFORMING PAYMENTS.**

In the event Consultant receives payment under this Agreement which is later disallowed by MABUHAY AND LAKEHURST LP for nonconformance with the terms of the Agreement, Consultant shall promptly refund the disallowed amount to MABUHAY AND LAKEHURST LP on request; or at its option MABUHAY AND LAKEHURST LP may offset the amount disallowed from any payment due to Consultant.

25. NO PARTIAL DELIVERY OF SERVICES.

Consultant shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

26. LABOR STANDARDS.

Consultant shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

27. SOCIAL MEDIA/ADVERTISEMENT.

Consultant shall not post, exhibit, display or allow to be posted, exhibited or displayed any information, signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from MABUHAY AND LAKEHURST LP to do otherwise. This prohibition includes, but is not limited to, posting any information as to this Agreement and Consultant's relationship with MABUHAY AND LAKEHURST LP or its affiliates on Facebook, Twitter, LinkedIn, Yelp, Instagram and any other social media.

28. CONFIDENTIALITY.

28.1. Definition. Consultant shall observe all Federal, State of California, and MABUHAY AND LAKEHURST LP and its affiliates regulations concerning confidentiality of records. Consultant shall not use for personal gain or make other improper use of Confidential Information which is acquired in connection with this Agreement. The term "Confidential Information" includes but is not limited to: any information or data obtained by Consultant relating to MABUHAY AND LAKEHURST LP clients and tenants and any opinions and conclusions based upon such information, unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; MABUHAY AND LAKEHURST LP information or data which is not subject to public disclosure; MABUHAY AND LAKEHURST LP information or data that is privileged; MABUHAY AND LAKEHURST LP operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement, and any personally identifiable information protected under The Privacy Act of 1974(5 U.S.C. Section 552a), Section 6 of the Housing Act of 1937, The Freedom of Information Act (FOIA), 5 U.S.C. § 552, Section 208 of The E-Government Act, and HUD Notice PIH 2-15-06 issued on April 23, 2015.

28.2. Nondisclosure and Nonuse Obligation. Consultant agrees that it will not use, disseminate, or in any way disclose any Confidential Information to any person, firm or business, except that Consultant may use Confidential Information to the extent necessary to perform its obligations under this Agreement. Consultant agrees that it shall treat all Confidential Information with the same degree of care as the Consultant accords to its own Confidential Information, but in no case less than reasonable care. Consultant agrees that it shall disclose Confidential Information only to those of its employees who need to know such information in order to perform its obligations under this Agreement, and the Consultant certifies that such employees have previously agreed, as a condition

of employment, to be bound by terms and conditions applicable to Consultant under this Agreement. Consultant shall immediately give notice to MABUHAY AND LAKEHURST LP of any unauthorized use or disclosure of Confidential Information.

28.3. Exclusions from Nondisclosure and Nonuse Obligations. The obligations under Paragraph 28.2 ("Nondisclosure and Nonuse Obligation") shall not apply to such portion that Consultant can document was i) in the public domain at the time such portion was disclosed or used, or ii) was disclosed in response to a valid court order.

28.4. Ownership and Return of Confidential Information and Other Materials. All Confidential Information shall remain the property of the MABUHAY AND LAKEHURST LP. At MABUHAY AND LAKEHURST LP's request and no later than five (5) business days after such request, Consultant shall promptly destroy or deliver to MABUHAY AND LAKEHURST LP, at MABUHAY AND LAKEHURST LP's option, i) all materials furnished to Consultant, ii) all tangible media of expression in Consultant's possession or control to the extent that such tangible media incorporate any of the Confidential Information, and iii) written certification of the Consultant's compliance with such obligations under this sentence.

29. WAIVER.

Any waiver by MABUHAY AND LAKEHURST LP of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of MABUHAY AND LAKEHURST LP to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing MABUHAY AND LAKEHURST LP from enforcement of the terms of this Agreement.

30. CAPTIONS.

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement

31. ADMINISTRATION.

The MABUHAY AND LAKEHURST LP President (or designee) shall administer this Agreement on behalf of MABUHAY AND LAKEHURST LP and may issue all consents, approvals, directives and agreements on behalf of MABUHAY AND LAKEHURST LP called for by this Agreement, except as otherwise expressly provided for in this Agreement.

32. GENERAL.

32.1 The Consultant shall comply with all applicable Federal, State of California and local laws and regulations. The Consultant will comply with all applicable MABUHAY AND LAKEHURST LP policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the Consultant shall comply with the more restrictive law or regulation.

32.2 Consultant represents and warrants that Consultant is registered to do business in the State of California with the California Secretary of State.

32.3 The parties to this Agreement acknowledge and agree that the provisions of this Agreement are for the sole benefit of MABUHAY AND LAKEHURST LP and Consultant, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein.

32.4 Consultant acknowledges that MABUHAY AND LAKEHURST LP may enter into agreements with other consultants for services similar to the services that are the subject of this Agreement or may have its own employees perform services similar to the services contemplated by this Agreement.

32.5 Without limiting Consultant's hold harmless, indemnification and insurance obligations set forth herein, in the event any claim or action is brought against MABUHAY AND LAKEHURST LP relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which MABUHAY AND LAKEHURST LP shall require.

32.6 As used in this Agreement, the term Consultant also includes Consultant's owners, officers, employees, representatives and agents.

32.7 Consultant hereby agrees to and shall comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against MABUHAY AND LAKEHURST LP for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse MABUHAY AND LAKEHURST LP for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by MABUHAY AND LAKEHURST LP.

33. ADDITIONAL FEDERAL REQUIREMENTS.

Consultant acknowledges and agrees that the work or services provided in this Agreement may be subject to applicable Federal, State of California, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant program (24 CFR Part 570); the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200); and such other requirements as provided in Exhibit D. Therefore and in addition to the aforementioned, Consultant, contractors, its sub-contractors, consultants, and sub-consultants shall comply with, and are subject to, all applicable requirements as follows:

33.1 Equal Employment Opportunity - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60): The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant

shall ensure that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in a conspicuous place, available to employees and applicants for employment, notices to be provided by ICD setting forth the provisions of this non-discriminating clause.

33.2 Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c): All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the U.S. Department of Housing and Urban Development, (HUD).

33.3 Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7): When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Davis-Bacon Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

33.4 Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333): Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Contract Work Hours and Safety Standards Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Contract Work Hours and Safety Standards Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of

supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

33.5 Rights to Inventions Made Under a Contract or Agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

33.6 Rights to Data and Copyrights: Consultants and contractors shall comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).

33.7 Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended: Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

33.8 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

33.9 Debarment and Suspension (Executive Orders (E.O.s) 12549 and 12689): No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 33. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

33.10 Drug-Free Workplace Requirements: The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient shall certify that it will comply with drug-free workplace requirements in accordance with the Drug-Free Workplace Act and with HUD's rules at 24 CFR part 24, subpart F.

33.11 Access to Records and Records Retention: Consultant, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or ICD officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of Consultant, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

33.12 Federal Employee Benefit Clause: No member of or delegate to the congress of the United States, and no resident commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

33.13 Energy Efficiency: Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

34. **NONLIABILITY OF MABUHAY AND LAKEHURST LP OFFICIALS AND EMPLOYEES.**

No member, official employee or consultant of MABUHAY AND LAKEHURST LP shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by MABUHAY AND LAKEHURST LP or for any amount which may become due to the Consultant or to its successor, or on any obligation under the terms of this Agreement.

35. **ENTIRE AGREEMENT; AMENDMENTS.**

This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

36. **INTERPRETATION.**

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

37. **COUNTERPARTS.**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

38. AUTHORITY TO SIGN.

Consultant hereby represents that the persons executing this Agreement on behalf of Consultant have full authority to do so and to bind Consultant to perform pursuant to the terms and conditions of this Agreement.

37. EXHIBITS.

The following exhibits are attached hereto and incorporated herein by this reference:

- i. Exhibit A – Scope of Services & Fee Breakdown
- ii. Exhibit B – Fee Schedule
- iii. Exhibit C – Not Applicable
- iv. Exhibit D – Form HUD-5370-C (01/2014), General Conditions for Non-Construction Contracts;
- v. Exhibit E – Not Applicable

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

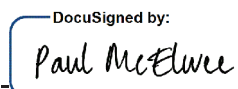
CONSULTANT SERVICES CONTRACT

Page 23

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

“CONSULTANT”

HKIT Architects, a California corporation

By:  _____
DocuSigned by:
41727CA11B0B4D9...

Name: Paul McElwee

Its: Principal

“MABUHAY LP”

Mabuhay and Lakehurst LP, a
California limited partnership

By: ICD Mabuhay LLC, a California
limited liability company, its
managing general partner

By: Island City Development, a
California nonprofit public
benefit corporation, its sole
manager

By:    _____
DocuSigned by:
5AFA57239EC2484...
vanessa Cooper,
President

EXHIBIT A
SCOPE OF SERVICES & FEE BREAKDOWN

Per Project lender and investor requirements, the Former Contracts are being trifurcated into three separate contracts, one per North Housing Block A project, with each contract equivalent to a third of the original scope and value plus expanded Construction Administration ("CA") scope associated with the project's construction schedule. The below table represents the scope of services to be performed by the Consultant, including work previously completed under the Former Contracts and credited to this Agreement, and expanded CA scope.

The original CA scope of work in the Former Contracts assumed a 14 month construction schedule and all three buildings built concurrently. The associated fee for the original CA scope was \$375,275. The construction schedule has since changed to 19 months for The Estuary I and Linnet Corner, both being built concurrently, and to 17 months for The Estuary II, which will begin construction approximately 6 months later than the start of the former two projects. Additionally, the hourly billing rates have increased by up to 12% since the original contract signing. As a result of the expanded CA scope at current billing rates, the associated total CA fee is increased by \$524,122 to \$899,397. See Exhibit B Fee Schedule for initial fee matrix, revised CA fees, and current billing rates.

HKIT ARCHITECT CONTRACT FEE BREAKDOWN FOR NORTH HOUSING BLOCK A

Phase	Name	Total Fee for North Housing Block A	Billed to Date*	Work Completed**
1	Conceptual Design	\$114,230.00	\$114,230.00	100%
2	Schematic Design/Site Permit	\$96,670.00	\$96,670.00	100%
3	Design Development	\$367,000.00	\$367,000.00	100%
4	Construction Documents	\$618,100.00	\$618,100.00	100%
5	Bid/Permitting	\$117,825.00	\$117,825.00	100%
6	Construction Administration	\$899,397.00	\$0.00	0%
7	ASR#1 – Additional Acoustical	\$6,600.00	\$6,600.00	100%
8	ASR#2 – Window Revision	\$2,960.00	\$2,960.00	100%
9	ASR#3 – Title 24 Reports	\$3,595.00	\$3,595.00	100%
10	ASR#4 – Planting and Irrigation	\$50,500.00	\$50,500.00	100%
11	ASR#5 – GPR	\$18,150.00	\$18,150.00	100%
	Total	\$2,295,027.00	\$1,395,630.00	

* The value in this column represents the amount billed and received to date by Consultant for the total work completed under the Former Contracts as of the effective date of this contract. A portion of this value is credited to the Agreement as outlined in the next table.

** The percentages in this column represent the percentage of scope of services completed and retained under the Former Contracts as of the effective date of this contract. The balance of the work is to-be-completed by the Contractor.

The below tables summarize the division of scope and fees among the trifurcated contracts. The breakdown in the orange cells are applicable to the Linnet Corner project. The total fee for the Project under the Agreement is \$775,911, which includes a credit of \$465,210 for work completed and a balance of \$310,701 for outstanding scope of work.

Phase	Fee for The Estuary I	Fee for The Estuary II	Fee for Linnet Corner
1	\$38,076.66	\$38,076.67	\$38,076.67
2	\$32,223.34	\$32,223.33	\$32,223.33
3	\$122,333.34	\$122,333.33	\$122,333.33
4	\$206,033.34	\$206,033.33	\$206,033.33
5	\$39,275.00	\$39,275.00	\$39,275.00
6	\$310,701.00	\$277,995.00	\$310,701.00
7	\$2,200.00	\$2,200.00	\$2,200.00
8	\$986.66	\$986.67	\$986.67
9	\$1,198.33	\$1,198.34	\$1,198.33
10	\$16,833.33	\$16,833.33	\$16,833.34
11	\$6,050.00	\$6,050.00	\$6,050.00
	\$775,911.00	\$743,205.00	\$775,911.00

Phase	The Estuary I (PSH I) Contract		The Estuary II (PSH II) Contract		Linnet Corner (Seniors) Contract	
	Fee Credited to LAKEHURST LP	Remaining Fee	Fee Credited to MOSLEY LP	Remaining Fee	Fee Credited to MABUHAY LP	Remaining Fee
1	\$38,076.66	\$0.00	\$38,076.67	\$0.00	\$38,076.67	\$0.00
2	\$32,223.34	\$0.00	\$32,223.33	\$0.00	\$32,223.33	\$0.00
3	\$122,333.34	\$0.00	\$122,333.33	\$0.00	\$122,333.33	\$0.00
4	\$206,033.34	\$0.00	\$206,033.33	\$0.00	\$206,033.33	\$0.00
5	\$39,275.00	\$0.00	\$39,275.00	\$0.00	\$39,275.00	\$0.00
6	\$0.00	\$310,701.00	\$0.00	\$277,995.00		\$310,701.00
7	\$2,200.00	\$0.00	\$2,200.00	\$0.00	\$2,200.00	\$0.00
8	\$986.66	\$0.00	\$986.67	\$0.00	\$986.67	\$0.00
9	\$1,198.33	\$0.00	\$1,198.34	\$0.00	\$1,198.33	\$0.00
10	\$16,833.33	\$0.00	\$16,833.33	\$0.00	\$16,833.34	\$0.00
11	\$6,050.00	\$0.00	\$6,050.00	\$0.00	\$6,050.00	\$0.00
	\$465,210.00	\$310,701.00	\$465,210.00	\$277,995.00	\$465,210.00	\$310,701.00

The full scope of services for the North Housing Block A projects are attached in the following pages.



538 NINTH STREET SUITE 240 OAKLAND, CALIFORNIA 94607 T 510 625 9800 WWW.HKIT.COM A CALIFORNIA CORPORATION

April 29, 2021

Ms. Sylvia Martinez
Director of Housing Development
Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501
(510) 747-4343

Reference: **North Site Supportive Housing SD-CA Alameda, California**

Dear Ms. Martinez,

As per your recent request, this letter will summarize our several discussions and, if the terms are agreeable, we will use this letter of agreement as an interim authorization for services to attach to HACA's contract exhibit.

PROJECT SCOPE

Housing Authority of the City of Alameda (HACA) intends to develop 155 units of affordable supportive and senior housing for formerly homeless individuals as part of phase 1 on the 12 Acre infill parcel on former Navy Base land. The proposed new project will consist of approximately 3-4 levels of Type VA wood frame construction on grade. The project will include surface parking and landscaping as well as street/sidewalk improvements. Parking at a ratio of .25 stalls / unit is assumed.

SCHEDULE

A copy of the proposed production schedule is attached (Exhibit "C"). We have confirmed the capacity and staff availability for both HKIT and our consultant team to perform the work scope as described on this schedule in a timely manner. This proposal assumes there may be periodic delays in the approvals or financing of the project due to circumstances outside of the owner's control. This proposal accounts for a potential schedule extension/delay of up to 18 months (in aggregate) between the start of each phase of the development. Should the total schedule be delayed by more than 18 months during this timeframe, a fee modification may be requested.

SERVICES

The project entitlements phase is covered under a prior existing agreement between HKIT and HACA. This proposal is for the scope of work following entitlements approval, including Schematic Design for initial pricing, Design Development Phase, the Construction Document Phase, Permitting, Bidding and the Construction Administration Phase. A summary of the scope involved at each phase follows below.

The project is to be permitted / funded in three separate building application submittals. This fee assumes that all three application packages are prepared simultaneously, and that Construction for all three project increments will occur on the same timeline. If the three increments become independent schedule-wise, this might incur additional fee for the time needed to coordinate separate phases of work. An estimate of these fees is included in the attached fee matrix (Attachment "A").

Schematic Design / Site Permit

- Owner kick-off meeting
- Ongoing AOC meetings during this phase
- Develop MEP and structural design drawings and narratives
- Develop SD narrative for building systems including finish and fixture selections.
- Develop a waste management plan
- Initial T-24 energy model and Greenpoint rating kick-off
- Preparation of final SD drawing and narrative package for contractor pricing.
- Meeting(s) with services, maintenance, and management staff as needed to confirm schematic design scope.
- Pre-application meetings with municipal agencies as needed.

Design Development

- Ongoing AOC meetings during this phase.
- All-discipline coordination between Structural MEP and structural design teams.
- Additional coordination with waste management and acoustical consultants.
- Engage consultants: exterior building maintenance, solar, and fire protection sub (by contractor). Engage waterproofing consultant.
- DD interiors design. Includes in-person design meeting and development of color and material boards for major interior spaces and typical units.
- Second iteration of T-24 model and Greenpoint rating checklists.
- Preparation of final DD drawing and full format specifications.
- Meeting(s) with Owner and contractor to review budget and revise design as needed to maintain budget.

- Meetings with services, maintenance, and management staff as needed to confirm final DD.

Construction Documents

- Ongoing AOC meetings
- Meeting(s) with Owner and contractor to review budget and revise design as needed to maintain budget prior to 50% CD issue.
- All-discipline coordination between Structural MEP and structural design teams.
- Participation in contractor constructability and quality control reviews.
- CD interiors design. Present final color and material boards for major interior spaces and typical units.
- Final T-24 model and Greenpoint rating checklists
- Preparation of CD drawings and full format specifications for building permit and for bid pricing.
- Meeting(s) with Owner and contractor to review budget and revise design as needed to maintain budget (prior to 50% CD phase)

Permitting

- Preparation of package for building permit submittal.
- Preparation of permit packages needed for public works or other agencies.
- Plan check responses as needed for permit.

Bidding / GMP

- HKIT (and our consultants as needed) will participate in ongoing Architect-Owner-Contractor meetings throughout SD, DD, and CD's to review project estimates and revise scope to maintain budget.
- During bidding, HKIT team will provide responses to bid clarifications and contractor questions.
- Review of contractor final estimates and qualifications / exclusions.

Construction Administration

- 14 - month construction schedule assumed. Base fee assumes all three building are built concurrently. If there are delays between the three phases, additional fees will apply. See fee matrix attachment for alternate pricing based on these scenarios.
- Attendance at weekly jobsite meetings.
- Meeting minutes / photos to record job progress.
- Responses to contractor RFI, submittal review, Change order request / Change Order review.

- Project close out – punch list, warranties, record drawing transmittal.

PROJECT TEAM

HKIT proposes the following consultant team for this development unless you have any objections:

- | | |
|--|---------------------------|
| • Landscape Design | PGA Design |
| • Plumbing / Mechanical Engineering | Tommy Siu Associates |
| • Electrical Engineering | BWF Engineers |
| • Structural Engineering | People's Associates |
| • Sustainability Consultant | Sage Green |
| • Waterproofing Consultant | AXIS Building Systems |
| • Acoustical (interior noise transmission) | RDG Acoustical Engineers |
| • GreenPoints / T-24 Consultant | Bright Green Strategies |
| • Trash Management Company | American Trash Management |

WORK NOT INCLUDED

- Civil Engineering (by Owner's consultant)
- Consultants other than those noted herein.
- Acoustical environmental noise studies.
- FF&E / interior design services
- Automatic fire sprinkler design, when required, will be performed as "Design Build" by the sub-contractor selected by the Owner and General Contractor.
- Revisions to work after approval by Owner
- Value engineering after submittal of the building permit application drawings (typically 50%-75% CD phase). An estimated cost-not-to exceed allowance for this scope is included in the fee matrix.
- Additional and/or professional renderings or 3-D modeling and/or architectural models are not included. The base fee assumes 3-5 perspective renderings and 5-8 colored site plans for presentation.
- Window Washing systems design
- Photovoltaic or Solar hot water system design
- LEED process consultant(s) and / or design team hours related to conformance and /or certifications
- Life cycle costing
- Low voltage systems design such as communications, access, and / or specialty security systems
- Multiple bid and / or Permit application packages

- Construction Administration services beyond the projected construction duration included in this proposal.

If needed, the Owner will provide any required supplementary information such as surveys, geotechnical investigations, acoustic sound analyses, and any other information required by the designers and as outlined in the agreement.

CONSTRUCTION BUDGET

The construction budget at this time is estimated around \$60M. The selected General Contractor will monitor the construction costs and, working with the Architect, will be responsible for maintaining the budget.

COMPENSATION

HKIT proposes compensation for the DD-CA scope on a lump-sum basis. A fee matrix is attached to this document (Exhibit “B”) which breaks down this fee by phase. A lump sum compensation of ***One Million, Six-Hundred Eighty-Nine thousand, One Hundred and no 00/100 dollars.*** To summarize:

- | | |
|---|-------------|
| - Entitlements Phase (Proposal June 12, 2019) | \$ 114,230* |
| - SD, DD, CD, Bid, Permit and CA phases | \$1,574,870 |

Total	\$ 1,689,100
--------------	---------------------

*Civil scope removed from prior agreement and credited to new agreement (\$16,500)

Note that HKIT and HACA have engaged in a prior contract for the Entitlements Phase Scope on June 12, 2019. If the terms of this proposal for SD-CA work is acceptable, HKIT is willing will execute a contract using HACA’s Standard Consultant Services Agreement with amendments as mutually agreed.

PAYMENTS

The project will be invoiced monthly in proportion to the work completed and should be paid within forty-five (45) calendar days to avoid a service charge.

REIMBURSABLES

Reimbursables, such as printing, overnight delivery, travel, etc., to be billed at 1.10 times the amount billed to this office.

MEANS AND METHODS

The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the



Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

PRIMARY CONTACT

Paul McElwee will be the Principal-in-Charge and will be your primary contact with HKIT Architects along with Sam McGeehan, Project Manager.

Thank you for selecting HKIT. If you have any questions or suggestions, please give us a call. We look forward to this opportunity to work with the Housing Authority of the City of Alameda on this important project.

Very truly yours,

HKIT Architects

A black ink signature of Paul McElwee, consisting of a stylized 'P' followed by 'McElwee' in a cursive script.

Paul McElwee, LEED AP, AIA
Principal

A blue ink signature of Christophe Laverne, featuring a large, stylized 'C' and 'L' in a cursive script.

Christophe Laverne, AIA
Principal

ACKNOWLEDGED AND AGREED
Housing Authority of the City of Alameda

By: _____

Date: _____



538 NINTH STREET SUITE 240 OAKLAND, CALIFORNIA 94607 T 510 625 9800 WWW.HKIT.COM A CALIFORNIA CORPORATION

Exhibit A – Alameda Housing Authority / HKIT Architects

December 15, 2023

Ms. Jenny Wong
Director of Housing Development
Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501
(510) 747-4343

Reference: Revised Construction Administration Proposal: North Site Supportive Housing, Alameda, California

Dear Ms. Wong,

As per your recent request, this letter will summarize our proposed scope of work for the upcoming construction for the North Site Supportive Housing development. The original proposal issued on April 29, 2021 included an estimated fee for the Construction Administration phase which assumed a 14-month construction duration and that all three buildings would be built concurrently.

Since that time, the selected General Contractor – JH Fitzmaurice – has generated an updated construction schedule which anticipates approximately 19 months per building, with a “staggered” construction start of 1 month between PSH 1 and The Senior Building. PSH 2 is anticipated to start construction in 2025. This significantly increases the overall duration of the Construction Administration phase. In turn, HKIT Architects and our consultant team have re-evaluated the work involved and prepared the attached revised CA phase fee.

PROJECT SCOPE

Housing Authority of the City of Alameda (HACA) intends to develop 155 units of affordable supportive and senior housing for formerly homeless individuals as part of phase 1 on the 12 Acre infill parcel on former Navy Base land. The proposed new project will consist of three buildings of Type VA wood frame construction on grade. The project will include surface parking and landscaping as well as street/sidewalk improvements. Parking at a ratio of .25 stalls / unit is assumed. The three buildings will be built sequentially, with some overlap between buildings.

SCHEDULE

A copy of the proposed construction schedule is attached. This is based on JH Fitzmaurice’s latest construction schedule with a Notice-to-proceed of January 15, 2024.

We assume some delay between this date and the start of Construction Administration work, so we have assumed a start of Feb 1, 2024. We have confirmed the capacity and staff availability for both HKIT and our consultant team to perform the work scope as described on this schedule in a timely manner. This proposal assumes the current schedule prepared by JHF will remain in effect during the construction phase. Should this schedule change substantially, the design team reserves the right to seek additional services as appropriate.

SERVICES

The project entitlements, SD, DD, CD, and bid/permit phases is now complete. This proposal is for the scope of work for the Construction Administration Phase. A summary of the scope involved follows below.

Construction Administration

- Attendance at weekly jobsite meetings.
- Meeting minutes / photos to record job progress.
- Responses to contractor RFI, submittal review, Change order request / Change Order review.
- Project close out – punch list, warranties, record drawing transmittal.

PROJECT TEAM

HKIT proposes the following consultant team for this development unless you have any objections:

- | | |
|--|--------------------------|
| • Landscape Design | PGA Design |
| • Plumbing / Mechanical Engineering | Tommy Siu Associates |
| • Electrical Engineering | BWF Engineers |
| • Structural Engineering | People's Associates |
| • Sustainability Consultant | Sage Green |
| • Waterproofing Consultant | AXIS Building Systems |
| • Acoustical (interior noise transmission) | RDG Acoustical Engineers |
| • GreenPoints / T-24 Consultant | Bright Green Strategies |

WORK NOT INCLUDED

- Civil Engineering (by Owner's consultant)
- Consultants other than those noted herein.
- Acoustical environmental noise studies.
- FF&E / interior design services

- Automatic fire sprinkler design, when required, will be performed as “Design Build” by the sub-contractor selected by the Owner and General Contractor.
- Revisions to work after approval by Owner
- Value engineering after submittal of the building permit application drawings (typically 50%-75% CD phase). An estimated cost-not-to exceed allowance for this scope is included in the fee matrix.
- Window Washing systems design
- Photovoltaic or Solar hot water system design
- LEED process consultant(s) and / or design team hours related to conformance and /or certifications
- Life cycle costing
- Low voltage systems design such as communications, access, and / or specialty security systems
- Multiple bid and / or Permit application packages
- Construction Administration services beyond the projected construction duration included in this proposal.

If needed, the Owner will provide any required supplementary information such as surveys, geotechnical investigations, acoustic sound analyses, and any other information required by the designers and as outlined in the agreement.

COMPENSATION

HKIT proposes compensation for the CA scope on a lump-sum basis. A fee matrix is attached to this document (Exhibit “B”) which breaks down this fee by phase. A lump sum compensation of ***Eight Hundred Ninety-Nine thousand, Three Hundred and Ninety Seven and no 00/100 dollars.*** To summarize:

- | | |
|---|------------|
| - CA phase Jan 2024 – May 2027 (architect only) | \$ 596,800 |
| - Consultants | \$302,597 |

Total	\$ 899,397
--------------	-------------------

Note that HKIT and HACA have engaged in a prior contract for the Construction Administration Phase on Scope on September 1, 2021 (Amended on November 18, 2021). If the terms of this proposal for CA work is acceptable, the prior CA estimate of \$375,275 is deducted from the prior proposal.

PAYMENTS

The project will be invoiced monthly in proportion to the work completed and should be paid within forty-five (45) calendar days to avoid a service charge.

REIMBURSABLES

Reimbursables, such as printing, overnight delivery, travel, etc., to be billed at 1.10 times the amount billed to this office.

MEANS AND METHODS

The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

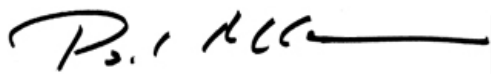
PRIMARY CONTACT

Paul McElwee will be the Principal-in-Charge and will be your primary contact with HKIT Architects along with Sam McGeehan, Project Manager.

Thank you for selecting HKIT. If you have any questions or suggestions, please give us a call. We look forward to this opportunity to work with the Housing Authority of the City of Alameda on this important project.

Very truly yours,

HKIT Architects

A handwritten signature in black ink, appearing to read "P. McElwee", followed by a horizontal line.

Paul McElwee, LEED AP, AIA
Principal

A handwritten signature in blue ink, appearing to read "Christophe Laverne", with a stylized, looping design.

Christophe Laverne, AIA
Principal



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**Owner - Architect
Authorization to Perform Additional Services
Number 1**

HKIT Architect is authorized to perform the following additional services on the terms outlined below.

Contract Reference:	Consultant Service Agreement, June 3, 2019
Owner:	Island City Development
Architect:	HKIT Architect A California Corporation
HKIT Project Number:	19009
Project:	North Site Supportive Housing Alameda, CA
Scope of Work:	Acoustical Consulting Services – Acoustic Environmental Noise Study
Additional Compensation:	Lump sum: Six Thousand Six Hundred and No 00/100 Dollars (\$6,600.00)
Other Conditions:	

ARCHITECT
HKIT Architects
A California Corporation

By: 
Christophe Laverne, AIA, Principal

By: 
Paul McElwee, AIA, Principal

OWNER
Island City Development

DocuSigned by:
By: 
5AFA57239EC2484...
Vanessa Cooper, President

DS DS
SM TW

By: _____

PROPOSAL FOR PROFESSIONAL SERVICES
CITY OF ALAMEDA HOUSING AUTHORITY PERMANENT SUPPORTIVE AND
SENIOR HOUSING | ALAMEDA, CA
ACOUSTICAL CONSULTING SERVICES



HKIT ARCHITECTS

February 19, 2021

Firm Profile & Value Statement



Project Related Experience: Mission Bay South Block 9A, Affordable Housing, San Francisco, CA

Firm Profile

CSDA Design Group (CSDA) is a multi-disciplinary design firm with professionals in San Francisco and Los Angeles. Founded in 1952, CSDA has been practicing for nearly seven (7) decades and has been providing acoustical consulting services for over 30 years. We collaborate with clients to develop cost-effective acoustical solutions that provide healthy environments and meet regulatory requirements and client expectations.

We provide developers, planners, schools, architects, engineers, and owners with acoustical solutions for the following building types:

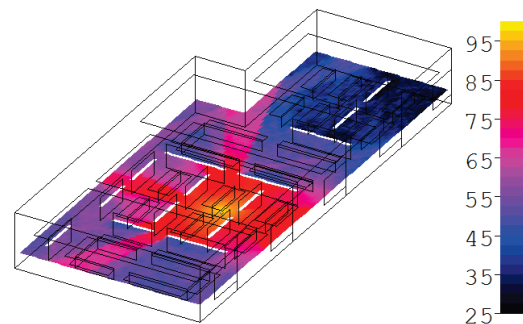
- Senior Housing
- Single- and Multi-Family Residential
- Mixed-Use
- Student Housing
- Commercial
- Entertainment and Leisure
- Restaurants
- Retail
- Academic
- Civic and Public Institutional
- Data Centers
- Healthcare
- Industrial
- Master Planned Communities
- Performing Arts
- Places of Worship
- Sports Facilities
- Theaters

Value Statement

Our team at CSDA Design Group offers more than just the standard acoustical design services to our clients.

The following sets us apart:

- **Experience:** CSDA has deep expertise with the technical aspects of acoustical design, modeling and visualization, and auralization. Our proposed Principal, Randy Waldeck, and Director of Acoustics, Indi Savitala, deliver custom engineering solutions for each project.
- **Capacity:** With over 20 technical staff members, we are available to meet project deadlines and aggressive schedule requirements.
- **Technology:** CSDA is experienced with Revit and coordinating with other disciplines' 3D building models. We take an integrated approach to engaging with project teams by offering sound solutions that won't compromise design.



Computer modeling is performed to predict acoustical performance.

Scope of Services & Fee



Project Related Experience: 88 Broadway / 735 Davis, Senior and Family Affordable Housing, San Francisco, CA

We understand the project consists of 155 total units (90 PSH units and 65 senior units) divided into three “increments” that can be three connected buildings, or three connected wings. Each increment would contain approximately 45-60 units, possibly modular, but most likely site (stick) built. All three increments are expected to be designed, permitted, and built simultaneously. Increment #1 will house amenities and staff/services spaces with increments #2 and #3 containing mostly dwelling units.

We expect the acoustical consulting scope for increments #1, #2, and #3 to include the following:

Entitlements / Schematic Design

- Develop acoustical criteria for architectural sound isolation (STC and IIC) and HVAC system noise (NC).
- Provide preliminary inter-unit architectural noise control recommendations, such as for party walls, floor-ceiling assemblies, and entry doors at the multi-family units.
- Recommend methods of mitigating airborne and impact-generated noise from public spaces into the residences.
- Provide MEP, trash chute, and elevator noise reduction guidelines (as applicable).
- Review one set of milestone documents (100% SD) and provide a written basis of design/acoustical narrative.
- Attend up to two (2) meetings.

Design Development

- Review current details; provide specialized acoustical details as needed.

- Perform preliminary mechanical noise calculation results and recommend noise and vibration mitigation measures.
- Calculate the expected noise intrusion into the residence from any rooftop mechanical equipment and determine the mitigation needed.
- Using equipment manufacturers’ noise levels, calculate equipment noise levels at the property lines to comply with the City’s noise ordinance during both the daytime and nighttime hours; provide mitigation measures, if necessary.
- Review preliminary piping locations and identify locations where there could be potential noise issues.
- Provide building and equipment noise/vibration recommendations.
- Attend up to two (2) meetings.
- Review one set of milestone documents (e.g.; 50% or 100% DD) and provide a report.

Construction Documents

- Review the incorporation of our previous recommendations into the drawing set and specifications.
- Calculate HVAC noise levels and provide detailed recommendations for HVAC noise and vibration control.
- Assist the architect by reviewing details associated with partition sound isolation.
- Update sound isolation recommendations, if necessary.
- Review and comment on project specifications.
- Attend up to two (2) meetings.
- Review one set of milestone CD documents (e.g., 50% or 100% CD) and provide a report.

Scope of Services & Fee

- Review proposed value engineering changes
- Respond to City comments

Bidding / Permit

- Review proposed value engineering changes.
- Respond to RFI's from Bidders of an acoustical nature.
- Respond to City comments of an acoustical nature.

Construction Administration

- Review shop drawings and submittals of an acoustical nature
- Respond to contractor RFIs of an acoustical nature
- Visit the site six (6) times (two (2) visits per increment) during construction to observe the installation of items of acoustical interest, including plumbing isolation, gypsum board/resilient channel installation, mechanical equipment isolation, and impact isolation materials. Provide a report after each visit.

Optional: Construction Noise Control Plan

- Review of planned demolition, construction equipment and construction schedule.
- Calculate expected construction noise levels at adjacent noise-sensitive receivers.
- Compare the expected noise levels to the City of Alameda's noise ordinance requirements.
- Provide noise reduction measures to reduce construction noise.
- Prepare the construction noise control plan for submission to the City.

Optional: Post-Construction Acoustical Testing

As an option, we can perform acoustical testing of constructed assemblies within the apartment building to quantify their performance and determine whether they meet the project criteria. This could include measurement of environmental noise intrusion, partition airborne and impact sound isolation, plumbing noise levels, and HVAC noise levels. We would prepare a report summarizing the results, identifying where the project criteria are not being met, and proposing mitigation where needed. We expect the testing would require one day of time for two consultants.

Optional: Environmental Noise Study

- Conduct long-term (48-hour) noise measurements at the project site.
- Analyze the data and quantify the future noise levels impacting the building facade.
- Calculate the required window, exterior door and exterior wall noise reduction (STC) ratings required to meet Title 24 Building Code and CalGreen regulations.
- Determine the applicable property line noise limits for project mechanical equipment.
- Summarize our analysis and results in a written report.



Project Example: 500 Kirkham Street, Mixed-Use Development



Scope of Services & Fee

Fees

The following fees are based on the scope of services on previous pages for Increments #1, #2, and #3. The fees assume all increments will be designed concurrently and deliverables can be joined (e.g., each design review addresses all three increment drawing sets). If this is not the case, our fee would be higher.

Increment #1

Scope Item - Increment #1 Base Scope	Fee
1. Entitlements / Schematic Design	\$2,000
2. Design Development	\$2,500
3. Construction Documents	\$3,000
4. Bidding / Permit	\$500
Design Total	\$7,500
5. Construction Administration (2 Site Visits Per Increment)	\$3,500
Construction Total	\$3,500
Grand Total Increment #1	\$11,000

Increment #2

Scope Item - Increment #2 Base Scope	Fee
1. Entitlements / Schematic Design	\$2,000
2. Design Development	\$2,500
3. Construction Documents	\$3,000
4. Bidding / Permit	\$500
Design Total	\$7,500
5. Construction Administration (2 Site Visits Per Increment)	\$3,500
Construction Total	\$3,500
Grand Total Increment #2	\$11,000

Increment #3

Scope Item - Increment #3 Base Scope	Fee
1. Entitlements / Schematic Design	\$2,000
3. Design Development	\$2,500
4. Construction Documents	\$3,000
5. Bidding / Permit	\$500
Design Total	\$7,500
6. Construction Administration (2 Site Visits Per Increment)	\$3,500
Construction Total	\$3,500
Grand Total Increment #3	\$11,000



Scope of Services & Fee

Optional Scope Items for Increments #1, #2, and #3

Optional Scope Items - Increments #1, #2, and #3	Fee	Option Selected
Optional: Environmental Noise Study (\$2,000 Per Increment)	\$6,000	
Optional: Construction Noise Control Plan	\$4,200	
Optional: Post-Construction Acoustical Measurements	\$4,200	

Reimbursables

Reimbursable Allowance	Fee
Mileage	\$300
Instrumentation	\$200
Incidentals	\$150

Exclusions

- Substantial redesign due to value engineering
 - Additional meetings
 - Additional acoustical testing
 - Printing of benchmark or large drawing sets and/or specifications
- Public hearings and meetings
 - LEED Documentation
 - Witnessing performance tests
 - Architectural design
 - Audio-visual, telecom, security system design

Please carefully review the proposal and let us know if you believe that we have not identified the scope of the project in accordance with your expectations. If we have misidentified the scope, please let me know and we will revise the proposal accordingly.

If our understanding meets with your approval, please acknowledge your acceptance by signing in the designated space provided. Retain one (1) copy for your files, and return (1) signed copy to CSDA. Your returned signature will serve as our Notice to Proceed with the described services. We look forward to working with you on this project.

AGREED AND ACCEPTED

By: _____ Title: _____ Date: _____



Hourly Rates / Terms & Conditions

TERMS & CONDITIONS

Schedule of Hourly Rates:

Principal	\$250
Acoustics Director	\$210
Senior Acoustician	\$170
Acoustician II	\$140
Acoustician I	\$125
Measurement Technician	\$100
CAD Drafter	\$100
Administrative Assistant	\$90

Reimbursable expenses such as travel, subsistence, meals, lodging, and project-related materials are billed in addition. Acoustical instrumentation-use charges, if any, are outlined in our fee proposal Reimbursables section. The above rates are doubled for expert witness testimony (e.g., depositions, trial).

Invoices for labor, reimbursable expenses, and instrumentation use are rendered monthly for services performed during the previous month. Payment for each invoice is due within 30 days.

Fee proposals are valid for 90 days. All fee proposals assume that services proceed without significant delays, redesign, or scope changes. The schedule of hourly rates is valid for one year from the proposal date.

CSDA Design Group, Inc. specifications and details have *all rights reserved* by CSDA Design Group, Inc. These documents are for use only on the project for which CSDA Design Group, Inc. is retained.

Insurance

<u>General Liability</u>	\$2,000,000
<u>Worker’s Compensation</u>	\$2,000,000
<u>Automobile Liability</u>	\$2,000,000

Professional Liability (“Errors and Omissions”): Professional liability of CSDA Design Group, Inc., its officers, employees, and subconsultants is limited to \$1,000,000 or our total fee, whichever is less. The above limitation of professional liability can be increased to the limit of our insurance policy (\$2,000,000) by increasing our total fee by 10% prior to start of our services.

Site visits and observations, if any, conducted by our firm relate only to our services. We are not responsible for the work or safety of others at the job site.

Multi-Family Residential Design: There are inherent risks with multi-family projects with respect to noise and acoustics. Residents' expectation regarding sound isolation often exceed what is feasible to achieve with respect to building construction. Our design work will be based upon industry standards for multi-family buildings and within the construction budget for the project. It is not possible to provide recommendations to make the units "soundproof" or make noise from neighbors or environmental (outside) sources inaudible. In addition, the term "soundproof" or "inaudible" should never be used by the developer or firm marketing the project.

Resumes



RANDY WALDECK,
PE, LEED® AP
Principal, Acoustics

Years of Experience
19

Education
California Polytechnic State
University, San Luis Obispo, CA,
B.S. Industrial Technology

Licenses/Accreditations
CA: M.E. No. 34245
LEED® AP: No. 7D57F15BFF

National Council of Acoustical
Consultants (NCAC), Member

Affiliations
Institute of Noise Control
Engineering (INCE), Associate
Member

Acoustical Society of America
Full Member

Urban Land Institute
Member

Publications
“Outdoor Entertainment Noise”
TCN Special Session, Acoustical
Society of America
Conference,
San Diego, CA, 2019

“ACRP 02-51: Evaluation
of Facade Acoustical
Measurements,”
National Academy of Sciences,
Washington, D.C., 2016

Randy D. Waldeck, PE, LEED® AP, is an expert in architectural, environmental, aviation, and mechanical equipment noise and vibration control. His wide breadth of experience includes consulting on over 700 architectural, transit, and environmental projects. Randy has provided acoustical expertise for the following types of projects: condominiums, single-family homes, mixed-use, transportation (air, rail, and roadway), hotels and resorts, offices, medical facilities, industrial-use facilities, federal buildings, educational facilities, and restaurants.

Randy’s Representative Experience Below:

- 88 Broadway/735 Davis Affordable and Senior Housing, Mixed-Use, San Francisco, CA
- 1951 Shattuck Avenue, Mixed-Use, Berkeley, CA
- 2711 Shattuck Lofts, Berkeley, CA
- 2539 Telegraph Avenue Mixed-Use, Berkeley, CA
- The Standard at Berkeley, Mixed-Use, Berkeley, CA
- 2539 Telegraph Avenue, Mixed-Use, Berkeley, CA
- 2028 Bancroft Way, Mixed-Use, Berkeley, CA
- Channing Way Apartments, Berkeley, CA
- 266 4th Street, San Francisco, CA
- 1919 Market Street, Live/Work Lofts, Oakland, CA
- Hunters Point Blocks 52 & 54, San Francisco, CA
- Mission Bay South Block 9, San Francisco, CA
- 4th and Folsom Housing Development, San Francisco, CA
- 333 12th Street (CitySpaces 333) Apartments, San Francisco, CA
- 333 Harrison Street (Rincon Green) Apartments, San Francisco, CA
- 829 Folsom Condominiums, San Francisco, CA
- 31st Street Apartments, Mixed-Use, Los Angeles, CA
- Daggett Triangle Mixed-Use, San Francisco, CA
- Yerba Buena Lofts San Francisco, CA
- Symphony Towers Condominiums, San Francisco, CA
- Broadway and Sansome Family Apartments, San Francisco, CA
- One Rincon Hill Towers Condominiums, San Francisco, CA
- 1945 Hyde Street Condominiums, San Francisco, CA
- 201 Sansome Street Condominiums, San Francisco, CA
- 733 Front Street Condominiums, San Francisco, CA
- 750 Second Street Condominiums, San Francisco, CA
- 474 Natoma Condominiums, San Francisco, CA
- One Ecker Condominiums, San Francisco, CA
- 2423 Valdez Street Apartments, Oakland, CA
- 471 26th Street Mixed-Use, Oakland, CA
- 570 21st Street Mixed-Use, Oakland, CA
- 6701 Shellmound Street Mixed-Use, Emeryville, CA
- 150 Otis Street HUD Housing, San Francisco, CA
- San Francisco General Services Administration Central Shops, San Francisco, CA
- Blue Shield, 315 Montgomery Street, San Francisco, CA
- The Bridgespan Group, San Francisco, CA
- Blue Shield, 601 12th Street, Oakland, CA

Resumes



INDI SAVITALA
Director, Acoustics

Years of Experience
15

Education
M.S. Arch. Sci. Acoustics
Rensselaer Polytechnic Institute
Troy, NY
B.A. Music
University of California at Davis
Davis, CA

Licenses/Accreditations
National Council of Acoustical
Consultants (NCAC), Member

Affiliations
Institute of Noise Control
Engineering (INCE), Member
Acoustical Society of America
Audio Engineering Society
American Society of Heating,
Refrigerating, and Air-
Conditioning Engineers

Publications
Savitala, H.V., "Low Frequency
Vibration from High-Intensity
Interval Training Workouts,"
Noise-Con 2019
Savitala, H.V., Duty, J.R. "Case
study of measurement results for
medium-sized
multipurpose halls," J. Acoust.
Soc. Am. Vol. 124, Issue 4, p.
2430 (A), 2008

Indi is an expert in architectural acoustics, three-dimensional room modeling and building systems engineering analyses. He has consulted on hundreds of projects from super quiet editing studios to loud jet engine test labs. He leads teams through a wide range of project designs while still working one-on-one with clients on editing lease language for reducing risk. His backgrounds in music, architecture, and engineering provide him the tools to distill complicated concepts to simple explanations. Above all, his philosophy of leading with gratitude allows him to retain clients and makes him a sought-after team member.

Indi's Representative Experience Below:

- 88 Broadway/735 Davis Mixed-Use, Affordable & Senior Housing, San Francisco, CA
- Hunters Point Blocks 52 & 54, Affordable Housing, San Francisco, CA
- Mission Bay South Block 9, Affordable Housing, San Francisco, CA
- Pinnacle 360 Apartments, Los Angeles, CA
- 1717 N. Bronson Avenue Mixed-Use, Hollywood, CA
- 30 Van Ness Mixed-Use/Condominiums, San Francisco, CA
- 471 26th Street Mixed-Use, Oakland, CA
- 405 N. Westlake Avenue, Affordable Housing, Los Angeles, CA
- 5900 S. Figueroa Street, Affordable Housing, Los Angeles, CA
- Aster Apartments, Los Angeles, CA
- 570 21st Street Mixed-Use, Oakland, CA
- 2711 Shattuck Avenue Mixed-Use, Berkeley, CA
- 2539 Telegraph Avenue Mixed-Use, Berkeley, CA
- 8500 Burton Way Mixed-Use, Beverly Hills, CA
- 281 Fifth Avenue Residential Building, New York, NY
- 101 West 78th Street Residential Building, New York, NY New York City Hall, Renovation, New York, NY
- Canadian Parliament Building, Ottawa, Ontario, Canada
- Santa Clarita Senior Center, Santa Clarita, CA
- Springhill Suites by Marriott, Fort Worth, TX
- SUNY Downstate New Academic Building, Brooklyn, NY
- Columbia University New Science Building, New York, NY
- CUNY 555 West 57th Street Administrative Office, New York, NY
- SUNY Optometry Lecture Hall, New York, NY
- Hofstra University Gym and School of Medicine Lecture Rooms, Hempstead, NY
- University of California at Davis School of Music, Davis, CA
- Hamilton College Ruth & Elmer Wellin Museum of Art, Clinton, NY
- University of Wisconsin Parkside Arts Center Music Building, Kenosha, WI
- The Bloc Office Space, New York, NY
- American Institute of Physics, Melville, NY
- Confidential Business Social Networking Client, New York, NY
- Screen Actors Guild—American Federation of Television and Radio Artists (SAG-AFTRA), New York, NY
- Continental Grain Company, New York, NY
- Confidential Social Media Client, New York, NY
- PDT Partners, New York, NY
- Grey Group, New York, NY

Specific Qualifications

a. 88 BROADWAY & 735 DAVIS

San Francisco, CA

**TWO BUILDINGS,
TYPE I CONSTRUCTION,
AFFORDABLE HOUSING,
MULTI-FAMILY HOUSING,
SENIOR HOUSING, CHILDCARE,
AND RETAIL SPACES**

c. Date Completed:
On-Going

d. Total Number of Units:
189 Senior and Family Units

d. Total Gross Square
Footage:
190,000 SF

d. Construction Cost:
\$105M (estimated)

e. References:
Aaron Thornton
Associate
Leddy Maytum Stacy
Architects
Architect
(415) 495-1700 x 304
athornton@lmsarch.com

Kelly Hollywood
Associate Project Manager
Bridge Housing Corporation
Developer
(415) 989-1111
khollywood@bridgehousing.
com

GREENPOINTS



b. Brief Description/Scope of Work:

CSDA was retained to provide acoustical consulting services for the 88 Broadway/735 Davis Street project in San Francisco. We provided acoustical recommendations for the project to meet City and State Code requirements. **The project consists of two buildings containing 189 affordable senior and family units, ground floor retail spaces, rooftop amenity spaces, and a childcare center.** The project includes both affordable and senior housing components. Our acoustical consulting included the preparation of an environmental noise study, schematic design review, design development review, construction document review, bidding/permit phase assistance, and construction administration support.



San Francisco
Los Angeles

www.csdadesigngroup.com

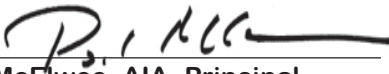
**Owner - Architect
Authorization to Perform Additional Services
Number 2**

HKIT Architect is authorized to perform the following additional services on the terms outlined below.

Contract Reference:	Consultant Service Agreement, June 3, 2019
Owner:	Island City Development
Architect:	HKIT Architect A California Corporation
HKIT Project Number:	19009
Project:	North Site Supportive Housing Alameda, CA
Scope of Work:	Window Revisions <ul style="list-style-type: none">- Re-design of exterior facades to change window heights per ICD comments on draft entitlement set. Direction was given following approval of the final draft entitlement elevations by ICD and their service partners.
Additional Compensation:	Lump sum: Two Thousand Nine Hundred Sixty and No 00/100 Dollars (\$2,960.00).
Other Conditions:	

ARCHITECT
HKIT Architects
A California Corporation

By: 
Christophe Laverne, AIA, Principal

By: 
Paul McElwee, AIA, Principal

OWNER
Island City Development

DocuSigned by:
By: 
5AFA57239EC2484...
Vanessa Cooper, President

DS TW DS SM

By: _____



538 NINTH STREET SUITE 240 OAKLAND, CALIFORNIA 94607 T 510 625 9800 WWW.HKIT.COM A CALIFORNIA CORPORATION

Owner - Architect Authorization to Perform Additional Services Number 3

HKIT Architect is authorized to perform the following additional services on the terms outlined below.

Contract Reference:	Consultant Service Agreement, June 3, 2019
Owner:	Island City Development
Architect:	HKIT Architect A California Corporation
HKIT Project Number:	19009
Project:	North Site Supportive Housing Alameda, CA
Scope of Work:	Additional costs for the T-24 reports - T-24 services from GEM, includes individual building reports + energy analysis guidance meetings per City request. Fee is \$3,268 + 10% Markup.
Additional Compensation:	Lump sum: Three Thousand Five Hundred Ninety-Four and Eighty 80/100 Dollars (\$3,594.80).
Other Conditions:	

This Agreement entered into as of **October 6, 2021**.

ARCHITECT
HKIT Architects
A California Corporation

By: 
 Christophe Laverne, AIA, Principal

By: 
 Paul McElwee, AIA, Principal

OWNER
Island City Development

DocuSigned by:
 By: 
 5AFA57239EC2484...
 Vanessa Cooper, President

DS DS
 TW SM

By: _____



ADDITIONAL SERVICE REQUEST

Project Name:	HKIT – AHA North	Project Location:	Mosley ave / Lakehurst Circle, Alameda, CA
Project No.:		Client:	HKIT
Date:	October 4, 2021	Client Project No.:	19009.00

Request is hereby confirmed for Alfa Tech Consulting Enterprises, Inc. to perform the following services:

- Original Proposal assumed (1) T-24 energy model run, it has been determined this project will require a separate T-24 energy model, per building
- Add for 2-hour energy consulting meeting
- Reimbursable expenses are over and above the consulting services fee for GEM

Original or Master Agreement (if any), dated:	1/9/2020
---	----------

Services not included (this list is not exhaustive):

- HERS services are not included in this proposal and will be a separate proposal.

Fees and Basis:	Additional cost of \$3,268
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Reimbursable Expenses:	Over and Above Fee
------------------------	---------------------------

Services to begin:	Upon Approval
--------------------	---------------

Services projected to be completed no later than:	December 2022
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The undersigned agrees to provide services in accordance with terms listed above:

Name & Title

Signature

Date Signed

Services requested by:

Laura Billings, Sage Green Development, LLC
Name & Title

10/5/2021
Date of Request

October 5, 2021

Laura Billings
 Sage Green Development, LLC
 7050 Exeter Drive
 Oakland, CA 94611
 510-390-3179
laura@sagegreendevlopment.com

Subject: **GEM Job# MFC-21104**
Sage – Alameda North Housing
2019 Energy Code - Title 24 Analysis & Documentation

Dear Ms. Billings,

It is a pleasure to provide a quote for energy consultation services. The consultation is tailored to meet the needs of the of the Alameda North Housing project located in Alameda, CA.

PROJECT SCOPE

Gilleran Energy Management is proposing to provide the following scope of work for this project identified by project phase.

- Primary scope of work
 - 2019 Title 24: Energy code performance analysis and documentation (Res and Nonres)
 - Phases of analysis
 - 100% set - Design development (DD) - Initial energy code model and analysis
 - Proposal includes a 2-hour preliminary design review meeting prior to modeling and an additional 2-hour meeting upon the completion of the analysis to review results.
 - 75% or 90% set - Construction documents (CD) - Progress energy model iteration
 - 75% or 90% set - Construction documents (CD) - Permit documentation

ENERGY AND GREEN BUILDING PROGRAM

Gilleran Energy Management will provide the scope of work outlined below. This scope has been developed after our communications with Ms. Laura Billings, Sage Green Development, LLC, review of the emailed scope, and the provided plans.

A successful energy efficient project is contingent upon the full cooperation by the building owner and the design and construction team in the process of rating and documenting for the program defined in the provided table. This proposal is based upon Gilleran Energy Management receiving the collaboration and assistance of all members of the project to accomplish the program goals. We are excited to be part of the project team and we look forward to working together.

Project Assumptions

Gilleran Energy has used the best available information to provide the scope and budget to meet the project's requirements. Gilleran Energy's proposal is based upon the following assumptions:

- Project will have the same stakeholders throughout the duration of the project:
 - Owner
 - Design team
 - Construction team

PROJECT COSTS

Primary Work Scopes

Title 24 Analysis & Documentation - Pricing and Terms

- Total project price for the scope of work is a cost of \$11,268.00.

Payment Schedule

The project requires a 25% prepayment. Work will be invoiced on a monthly basis while in progress. Final documentation to be provided upon full payment of balance of contract. All invoices shall be due and payable upon receipt by client.

All attempts have been made to clarify the activities included in the proposal. Any miscellaneous printing expenses are not included and will be billed separately. Any additional work outside the scope of this proposal will be billed at the applicable rates.

- All energy modeling consulting time on the project is calculated at \$106/hr.

This proposal is available for consideration for 30 days from the issue date. After that date, an updated proposal will be provided upon request. This proposal is based on the completion of all design phase work in this scope within 3 months and all construction phase work in this scope within 24 months from the proposal date. Tasks within the scope that are not completed within this period will require an additional contract for rate adjustment and project remobilization.

The contract can be voided in writing by either party. Compensation will be paid for all work done prior to the date the voided contract is received.

We look forward to working with you to make this a successful project.

Sincerely,



Kevin P. Gilleran

LEED AP, CalCERTS, GPR, CEA, BPI, CEM, QCxP

Acceptance:

Signed: _____, for Sage Green Development

Date: _____

APPENDIX A: 2019 ENERGY CODE – TITLE 24



APPENDIX A: 2019 ENERGY CODE – TITLE 24

2019 T-24 Energy Code: Highrise Residential Energy Analysis and Documentation	
Sage - Alameda North Housing	
Energy Analysis: T-24 energy code	
<i>Phase of analysis: Assumed to use Design Development - 100% set</i>	
Code analysis energy models: 1) Nonresidential (community spaces, common areas) and 2) high-rise residential occupancy for 3, 4-story buildings for veteran and senior housing. The project is located at Mosley Avenue and Lakehurst Circle, Alameda, CA. The project is a Title-24 energy code compliance analysis, targeting a minimum code compliance margin for an all-electric building.	
Preliminary design team meeting to discuss proposed energy features and design elements prior to the start of takeoffs and modeling. Proposal assumes 2 hours. Meeting to be via video conferencing.	
Analysis to be based on the whole building.	
Whole building analysis includes the following components:	
Envelope Systems - Insulation, Windows, Doors, Skylights	
All fenestration is assumed to be NFRC tested and certified. Proposal assumes that a window and door schedule will be provided for the analysis.	
Mechanical systems and controls: System criteria and specifications to be provided by design team	
Project will be modeled on a unit-by-unit basis. CEC assumptions will be modeled for all applicable occupancies. Proposal assumes all conditioned areas to be comfort conditioned.	
Central and local DHW systems with controls	
DHW systems: hot water heater, pipe insulation and circulation pump with controls	
Evaluation of energy model. Summary of results to design team.	
Design team meeting to discuss proposed energy features and to evaluate results and discuss alternate energy features as needed. Meeting to be via video conferencing.	
<i>Phase of analysis: Assumed to use Construction Documents - 75% or 90% set</i>	
Assumes no significant changes in the building geometries or architectural design.	
Review current plan set and specifications for inclusion into current energy model.	
Evaluation of updated energy model. Summary of results to design team.	
Permit Documentation: California T-24 energy code	
<i>Phase of analysis: Assumed to use Construction Documents - 75% or 90% set</i>	
Provide T-24 permit submittal documents.	
Title-24 building analysis report includes:	
Electronic copies of the documents that must be placed on the submittal drawings. (AutoCad compatible - .JPG's or .PDF's).	
Permit Documentation: 2019 Mandatory & Prescriptive Requirement Support for Design Team	
Project support for mandatory measures required to be completed and submitted at time of permit application:	
Solar Ready Buildings: Provide T24 compliance forms to design team with solar ready area and project information to be completed and shown on the plans by architect, electrical and structural designers. Section 110.10, Mandatory Requirements Solar Ready Buildings.	
Indoor Lighting: Verify inclusion of lighting controls into permit plans. Lighting designer to include mandatory lighting shut-off and multilevel controls including occupancy, vacancy, motion sensor, time-switch control and vacancy controls as applicable for Section 130.1 Mandatory Requirements for Indoor Lighting Controls.	
Electrical Power Distribution Systems: Provide T24 compliance forms with project information to electrical designer for completion. Section 130.5, Mandatory Requirements for Electrical Power Distribution Systems. Completed forms to be provided to GEM for inclusion into Title 24 submittal documents.	

2019 T-24 Energy Code: Highrise Residential Energy Analysis and Documentation	
Sage - Alameda North Housing	
Covered Process: Provide applicable Covered Process T24 compliance forms to be completed by design team. Section 120.6, Mandatory Requirements for Covered Processes. Completed forms to be provided to GEM for inclusion into Title 24 submittal documents.	
Support	
Project Management	
Communications (email, phone calls, download new drawings/specifications, etc.)	
Project Exclusions	
Meetings as identified in above are included in this proposal.	
No meetings or travel are included in this proposal.	
CALGreen consulting and field verification (if applicable)	
Additional work and/or plan reviews beyond what is specifically identified in scope noted above.	
Projects designed before the 2019 Energy Code change, effective January 1, 2017 may require additional analysis to meet the more stringent code requirements. If iterative analysis is required the associated work will be billed as time and materials under a separate proposal.	
California State Building Standards Code changes are not included in this proposal.	
All energy calculations for T24 compliance documentation related to the process energy use to be provided by the design professional.	
Design team consultation and support by separate contract if not clearly defined	
All permit phase work is expected to be completed within 6 months of the date of the signed contract.	
This proposal assumes the proposed building as designed will comply with the California Energy Code. Support and revisions for non-compliant buildings will be billed separately.	
Commissioning of energy and water systems.	
Client is responsible to identify any additional jurisdictional requirements beyond requirements of CA energy code.	
Any follow up or response to plan check comments not related specifically to the permit energy analysis is excluded and will be billed separately. Changes to plans after completion of the permit T-24 documents are excluded and will be billed separately.	
This proposal addresses permit phase scope only. Construction phase field verifications (including HERS) are excluded.	
Value engineering	
Bidding and negotiation	
Construction administration	

Owner - Architect
Authorization to Perform Additional Services
Number 4

HKIT Architect is authorized to perform the following additional services on the terms outlined below.

Contract Reference: Consultant Service Agreement, June 3, 2019

Owner: Island City Development

Architect: HKIT Architect
A California Corporation

HKIT Project Number: 19009

Project: North Site Supportive Housing , Alameda, CA

Scope of Work: Expanded scope: Planting and irrigation design for the streetscape portion of the masterplan development adjacent to the North Site Parcel A. Includes coordination with civil engineer and architect. Fee/scope is anticipated as follows:

- 95% CD plans
 - o PGA: \$15,400
 - o HKIT: \$5,000
- Final Map CD Plans
 - o PGA: \$13,200
 - o HKIT: \$1,500
- Tentative Map plans – rev 1
 - o PGA: \$8,800
- Tentative Map plans – rev 2
 - o PGA: \$6,600

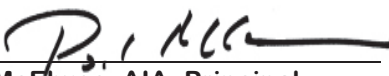
Additional Compensation: Lump sum: Fifty Thousand Five Hundred and no 00/100 Dollars (\$50,500).

Other Conditions: n/a

This Agreement entered into as of **October 28, 2021**.

ARCHITECT
HKIT Architects
A California Corporation

By: 
Christophe Laverne, AIA, Principal

By: 
Paul McElwee, AIA, Principal

OWNER
Island City Development

By: _____

By: _____

**ADDITIONAL SERVICES REQUEST NO. 1
for
ICD – North Site Supportive Housing Streetscape**

October 26, 2021

Paul McElwee, Principal
HKIT Architects
538 Ninth Street Suite 240
Oakland California 94607

RE: North Site Supportive Housing Streetscape work

Per our conversation, I understand you are requesting the following additional services for the North Site Supportive Housing project and that the drawings for this work will be a separate design and submittal schedule as well as separate set of plans from the on-site set.

Work includes:

Planting and irrigation design for the streetscape portion of work as shown in Exhibit A.

Work will be produced in the submittals as outlined below and will be billed on a lump sum basis, additional submittals or review periods will be additional work.

95% CD Plans for client & city review (Tentative end of November)	\$14,000
Final CD Plans for Final Map Recording (Tentative January 2022)	\$12,000
Révisions to Tentative Map plans 1st time	\$8,000
Révisions to Tentative Map plans 2 nd time	\$6,000
Total Design Fee for Basic Services	\$40,000

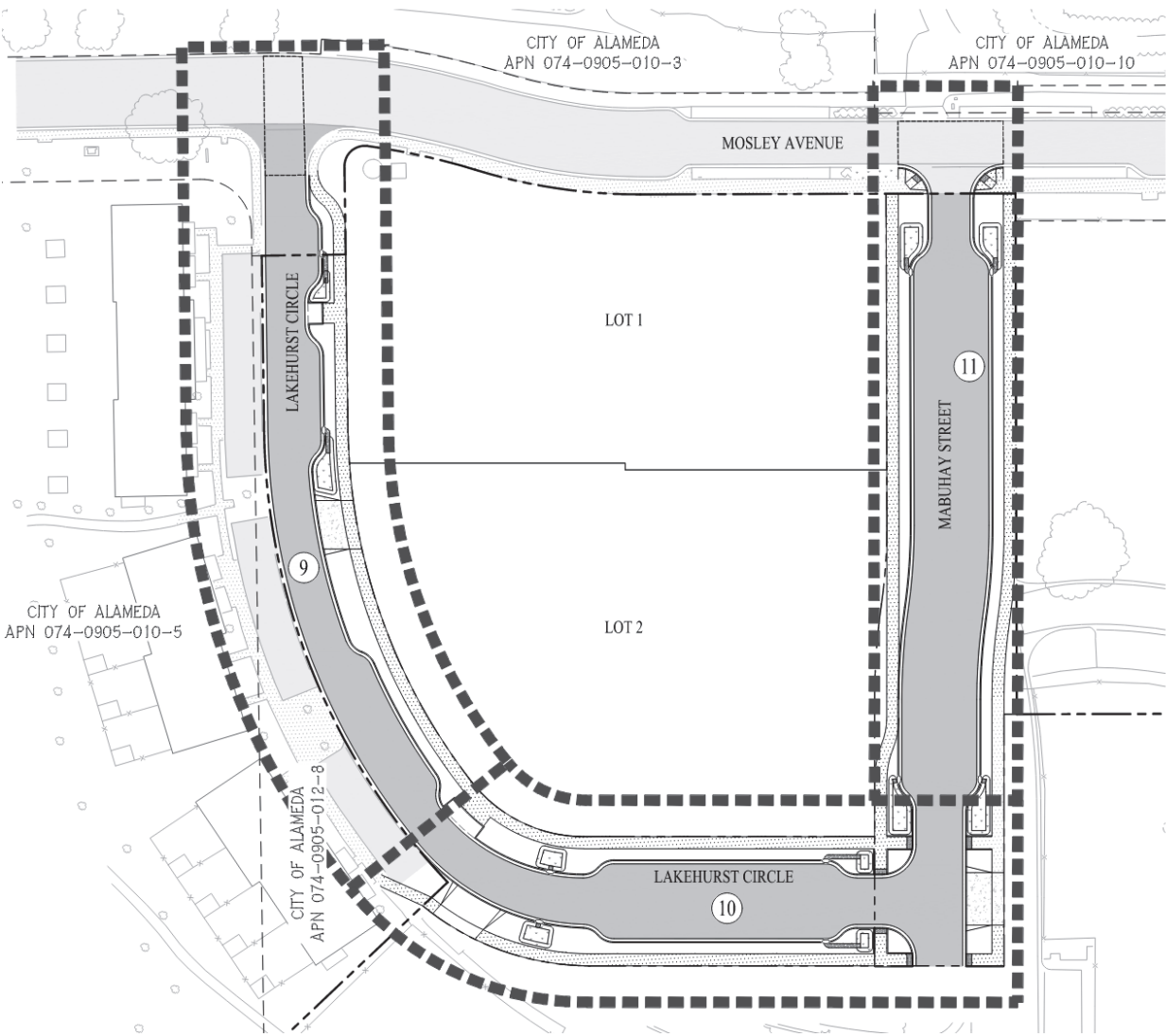
All other provisions of our original agreement are not affected by this additional services request.

Thank you for your attention to this matter. We look forward to completing the project.

Karen Krolewski, PGAdesign

Accepted By: _____ Date: _____

Exhibit A - Scope of Work:





538 NINTH STREET SUITE 240 OAKLAND, CALIFORNIA 94607 T 510 625 9800 WWW.HKIT.COM A CALIFORNIA CORPORATION

Owner - Architect Authorization to Perform Additional Services Number 5


HKIT Architect is authorized to perform the following additional services on the terms outlined below.

Contract Reference:	Consultant Service Agreement, June 3, 2019
Owner:	Island City Development
Architect:	HKIT Architect A California Corporation
HKIT Project Number:	19009
Project:	North Site Supportive Housing Alameda, CA
Scope of Work:	Additional costs for GPR scoring. Original proposal assumed one submittal for whole project. Now three separate scorecards, inspections, and certifications required. Also, we propose an allowance for potential adjustments to the T-24 reports during the building plan check process. See attached proposal from Sage Green.
Additional Compensation:	GPR services: Lump sum \$16,500 x 1.1 HKIT admin = \$18,150 Eighteen Thousand One Hundred Fifty and 00/100 Dollars.
Other Conditions:	T-24 allowance: \$1,500 to be submitted as a reimbursable, if adjustments to the T-24 report required during Plan Review

This Agreement entered into as of **August 31, 2022**

ARCHITECT
HKIT Architects
A California Corporation

By: 
Christophe Laverne, AIA, Principal

By: 
Paul McElwee, AIA, Principal

OWNER
Island City Development

DocuSigned by:
By: 
5AFA57239EC2484...

By: _____

DS
TW

DS
SM

Sage Green Strategies



41 Bonita Court • Walnut Creek, CA 94595 • Phone: 925-243-5525
E-Mail: Lisa@sagegreen.us

Additional Service Agreement (ASA):

Project Name:	HKIT-AHA North	Project Location:	Mosley Ave/Lakehurst, Alameda CA
Project No.:		Client:	HKIT
Date:	August 16, 2022	Client Project No.:	19009.0
Request is hereby confirmed for Sage Green Strategies, Inc. to perform the following services:			
<p>GPR Services (Sage Green) Original proposal assumed (1) GPR certification, scorecard and site visit for full project. The project is broken out by building/permit, essentially breaking this project out into 3 separate certifications, scorecards and inspections. The only synergies will be for submittal reviews and project meetings. Add for rough inspection (+4,000), final inspection (+8,000), 3 scorecards (+1,000), documentation/admin (+3,500), plus project extension through June 2025. Total add of \$16,500</p> <ul style="list-style-type: none"> PSI – 45 units – minimum of 8 units to be inspected + common space, site and CALGreen measures PS2 – 46 units – minimum of 8 units to be inspected + common space, site and CALGreen measures Senior – 64 units – minimum of 11 units to be inspected + common space, site and CALGreen measures <p>Energy Modeling Reimbursable (Energysoft) T-24 modeling place holder, to provide minor changes to existing T-24 models to accommodate any supply chain changes or change in glazing/envelope assumptions in design, through submittal process in construction administration. This fee would only be used if T-24 changes in modeling would be required, this does not cover any major design changes that would require extensive change to current energy model. Total add of \$1,500</p>			
Original or Master Agreement (if any), dated:		1/9/2020	
Services not included (this list is not exhaustive):			
Fees and Basis:	Lump sum add of \$16,500 for GreenPoint Rated services for 3 separate projects/permits		
Reimbursable Expenses:	\$1,500 reimbursable allowance for T-24 energy modeling services in CA phase		
Services to begin:	Upon Approval		
Services projected to be completed no later than:		June 2025, if project extends longer additional services will be requested	

The undersigned agrees to provide services in accordance with terms listed above:

Name & Title

Signature

Date Signed

Services requested by:

Lisa Marshall, Principal – Sage Green Strategies, Inc.
Name & Title

8/16/2022
Date of Request

EXHIBIT B
FEE SCHEDULE

Travel Accommodations Expense Requirements-Consultants

Consultants are expected to use prudent planning in arranging business travel to control costs. Consultant is expected to exercise business judgment to align expenses with requirements of Island City Development (ICD). Only necessary and reasonable business expenditures will be reimbursed.

Any Consultant who incurs business expenses on behalf of ICD must submit an expense report with appropriate documentation explaining the business purpose of travel and itemizing expenses.

Air Transportation

In general, Consultants should fly at the lowest cost economy fare. As circumstances permit, air transportation should be booked in advance to achieve the lowest available advance-purchase fare.

Ground Transportation

When using ground transportation, Consultants should select the most economical mode of reliable and safe transportation. Reimbursement will be for the actual and reasonable expense incurred while on ICD business.

Rental cars are to be the lowest cost vehicle at a cost and class no greater than that which is necessary to conduct business.

Corporate Automobile Liability

Coverage shall be a minimum of \$1,000,000 per accident for Bodily Injury and Property Damage \$2,000,000 Annual aggregate. Automobile liability insurance shall be as broad as Insurance Services Office form number CA 00 01 covering Code 1 (any auto: owned, hired or leased).

In lieu of Corporate Automobile Liability Coverage, Consultant shall purchase rental car insurance for limits of not less than \$1,000,000 at no additional cost to the ICD. This rental car insurance provision shall apply when the Consultant's firm's auto liability policy does not include the above referenced insurance provisions (i.e. any auto Code 1).

Accommodations

Expenses for lodging are to be for a standard single room rate at the most reasonable priced mid-tier hotel available. Exceptions may be made for Consultants attending conventions and meetings with hotels; other exceptions require business rationale, which must be documented and approved by the ICD. Where extended travel is involved, reduced rates and/or extended-stay hotel options must be considered.

Out-Of-Pocket Expenses

Incidental expenses will be reimbursed for the actual and reasonable cost incurred unless otherwise stated by local county laws and regulations, (e.g. daily allowance instead of actual cost.) Receipts are required at an expenditure level to satisfy local tax requirements.

Non-reimbursable Expenses

Consultants may not be reimbursed for out-of-pocket expenses of a personal nature. (e.g., recreational expenses, gifts, etc.).

Any and all costs incurred by Consultant shall not exceed the Contracted Amount set forth in the Consultant Services Contract.

EXHIBIT B - FEE MATRIX

Updated DECEMBER 15, 2023, 2023

NORTH SITE HOUSING (MULTI-PHASE DELIVERY)(1)(3)(5)		ENTITLEMENTS (1)	SCHEMATIC DESIGN (2)(1b)	DESIGN DEVELOPMENT (2)	CONSTRUCTION DOCUMENTS (2)	BID & PERMITTING (2)	CONSTRUCTION - ADMINISTRATION - REVISED DEC 15, 2023 FOR EXTENDED SCOPE (4)	TOTAL
Architectural (2)		\$ 71,500	\$ 65,000	\$ 174,625	\$ 284,275	\$ 76,500	\$ 596,800	1,268,700
Civil		\$ 16,500	\$ (16,500)	\$ -	\$ -	\$ -		-
Landscape		\$ 9,130	\$ 7,370	\$ 30,800	\$ 57,200	\$ 6,600	\$ 27,500	138,600
Structural		\$ 1,100	\$ 17,600	\$ 33,000	\$ 75,900	\$ 6,600	\$ 61,600	195,800
Mechanical / Plumbing		\$ 8,800	\$ 8,800	\$ 45,100	\$ 80,300	\$ 2,200	\$ 33,550	178,750
Electrical		\$ 5,000	\$ 6,000	\$ 55,000	\$ 77,000	\$ 5,500	\$ 36,300	184,800
Waterproofing		\$ -	\$ -	\$ 9,350	\$ 18,700	\$ 15,950	\$ 82,500	126,500
Acoustical		\$ -	\$ 6,600	\$ 8,250	\$ 9,900	\$ 1,650	\$ 24,200	50,600
Sustainability / T-24		\$ 2,200	\$ 550	\$ 8,250	\$ 10,450	\$ 2,200	\$ 36,947	60,597
Waste Management		\$ -	\$ 1,250	\$ 2,625	\$ 4,375	\$ 625	\$ -	8,875
CONTINGENCY / ADD SERVICES #1, 2,3, 5			\$ 31,305				\$ -	31,305
CONTRACT AMENDMENT 1 (ADDED OFFSITE LANDSCAPE WORK - ASR #4)			\$ 50,500				\$ -	50,500
Total		\$ 114,230	\$ 96,670	\$ 367,000	\$ 618,100	\$ 117,825	\$ 899,397	2,295,027
Notes	(1) \$114,230.00 fee for entitlements phase per separate proposal dated June 12, 2019.. Delivery assumes one application for all three buildings.							
	(1b) Civil scope removed from prior entitlements scope. \$16,500 credit for this scope applied to SD phase							
	(2) For the DD-CD/Bid Permit , the fee assumes all three buildings designed and approved at the same time in 3 separate building permit packages.							
	(3) Based on \$60M construction cost, Type VA wood frame on grade							
	(4) See attached for assumed construction administration schedule and staffing projection.							
	(5) Assumes conventional "stick framed" wood construction (not modular/factory built)							
	(6) Assumes ministerial planning review under SB35 expedited process. No design review/ council hearings.							
	(7) Cost not-to-exceed allowance for revisions due to value engineering after the initial building permit application submittal (typically 50%-75% CD)							
Exclusions	Consultants other than above							

VERTICAL CONSTRUCTION (THREE CONTRACTS)

				19 months PHASE 1	19 months PHASE 2	17 months PHASE 3		
				PSH Phase 1	Phase 2 - Senior	PSH Phase 2		
				\$ 104,533	\$ 104,533	\$ 93,530	\$	302,597 Consultants
				\$ 206,167	\$ 206,167	\$ 184,465	\$	596,800 Arch Only
				\$ 310,701	\$ 310,701	\$ 277,995	\$	899,397 Total
				EST HOURS				
	Feb-24	1	120	\$16,353	\$16,353	\$0		\$32,705
	Mar-24	2	120	\$16,353	\$16,353	\$0		\$32,705
	Apr-24	3	120	\$16,353	\$16,353	\$0		\$32,705
	May-24	4	120	\$16,353	\$16,353	\$0		\$32,705
	Jun-24	5	120	\$16,353	\$16,353	\$0		\$32,705
	Jul-24	6	120	\$16,353	\$16,353	\$0		\$32,705
	Aug-24	7	100	\$16,353	\$16,353	\$0		\$32,705
	Sep-24	8	100	\$16,353	\$16,353	\$0		\$32,705
	Oct-24	9	120	\$16,353	\$16,353	\$0		\$32,705
	Nov-24	10	180	\$16,353	\$16,353	\$0		\$32,705
	Dec-24	11	180	\$16,353	\$16,353	\$16,353		\$49,058
	Jan-25	12	180	\$16,353	\$16,353	\$16,353		\$49,058
	Feb-25	13	160	\$16,353	\$16,353	\$16,353		\$49,058
	Mar-25	14	160	\$16,353	\$16,353	\$16,353		\$49,058
	Apr-25	15	160	\$16,353	\$16,353	\$16,353		\$49,058
	May-25	16	160	\$16,353	\$16,353	\$16,353		\$49,058
	Jun-25	17	160	\$16,353	\$16,353	\$16,353		\$49,058
	Jul-25	18	120	\$16,353	\$16,353	\$16,353		\$49,058
	Aug-25	19	120	\$16,353	\$16,353	\$16,353		\$49,058
	Sep-25	20	80	\$0	\$0	\$16,353		\$16,353
	Oct-25	21	80	\$0	\$0	\$16,353		\$16,353
	Nov-25	22	80	\$0	\$0	\$16,353		\$16,353
	Dec-25	23	60	\$0	\$0	\$16,353		\$16,353
	Jan-26	24	60	\$0	\$0	\$16,353		\$16,353
	Feb-26	25	60	\$0	\$0	\$16,353		\$16,353
	Mar-26	26	80	\$0	\$0	\$16,353		\$16,353
	Apr-26	27	80	\$0	\$0	\$16,353		\$16,353
TOTALS				3200	\$ 310,701	\$ 310,701	\$ 277,995	\$ 899,397
				HKIT ONLY				
				CONTRACT #1	CONTRACT #2	CONTRACT #3		
				19 MONTHS	19 MONTHS	17 MONTHS		
WEIGHTED AVERAGE				34.5%	34.5%	30.9%		
HKIT FEE				\$ 206,167	\$ 206,167	\$ 184,465		
CONSULTANT FEE				\$ 104,533	\$ 104,533	\$ 93,530		
				\$ 310,701	\$ 310,701	\$ 277,995	\$	899,397



HKIT ARCHITECTS
HOURLY BILLING RATE SHEET
Effective December 1, 2023
(Subject to annual adjustments)

CLASSIFICATION	BILLABLE HOURLY RATES
Principal	\$ 250.00
Director of Design	\$ 235.00
Senior Project Manager	\$ 220.00
Senior Construction Administrator	\$ 215.00
Senior Architect	\$ 210.00
Senior Designer	\$ 205.00
Project Manager	\$ 175.00 - \$ 195.00
Architect 1-3	\$ 160.00 - \$ 190.00
Construction Administrator	\$ 190.00
Specification Writer	\$ 180.00
Director of Interior Design	\$ 210.00
Senior Interior Designer	\$ 185.00
Designer 1-3/Interior Designer 1-3	\$ 120.00 - \$ 165.00
Junior Designer/Junior Interior Designer	\$ 105.00
Technical/Production Assistant	\$ 120.00 - \$ 160.00

EXHIBIT C
Not Applicable

EXHIBIT D
FORM HUD-5370-C (01/2014), GENERAL CONDITIONS FOR NON-
CONSTRUCTION CONTRACTS

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$150,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$150,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

20. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

22. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of

recovered materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

EXHIBIT E
Not Applicable

AMENDED AND SUPERSEDED CONSULTANT SERVICES AGREEMENT

THIS AMENDED AND SUPERSEDED CONSULTANT SERVICES AGREEMENT ("Agreement"), entered into this 4th day of January 2024 ("Effective Date"), by and between LAKEHURST AND MOSLEY LP, a California limited partnership (hereinafter referred to as "Client"), and CARLSON, BARBEE, AND GIBSON, INC., a California corporation whose address is 2633 Camino Ramon, Suite 350, San Ramon, CA 94583, (hereinafter referred to as "Consultant"), is made with reference to the following:

RECITALS:

A. Client is a California limited partnership affiliated with Island City Development ("ICD") and the Housing Authority of the City of Alameda (AHA) and is duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.

B. Consultant is trained, experienced and competent to perform the professional services which will be required by this Agreement; and

C. Consultant possesses the skill, experience, ability, background, applicable certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

D. Consultant has provided services related to the Project under the Consultant Services Agreement between ICD and Consultant dated September 1st, 2021, Amendment No.1 dated October 4, 2022, and Amendment No.2 dated March 10, 2023 (collectively "Former Contracts"). The not to exceed amount of the Former Contracts is two hundred fifty-four thousand sixty dollars and zero cents (\$254,060.00). The value of the services associated with the Project is eighty-five thousand five hundred twenty dollars and zero cents (\$85,520.00), which is equivalent to approximately one-third of the total Former Contracts costs.

E. Client and Consultant desire to enter into an agreement for Civil Engineering Services for The Estuary I, also referred to as North Housing PSH I ("Project").

F. Consultant, under the Former Contracts, has completed services valued at one hundred seventy-one thousand five hundred thirty-four dollars and forty-four cents (\$171,534.44) and has received full compensation from ICD for said value. Client agrees to purchase a third of the services or products completed by the Consultant in accordance with the Former Contracts, including all documents, reports, plans, and other deliverables prepared by the Consultant as well as all rights and responsibilities from the Former Contracts, from ICD. The value of the services to be purchased by Client and credited to this Agreement is fifty-seven thousand four hundred forty-one dollars and forty-eight cents (\$57,441.48, "Credited Amount").

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. **TERM:**

The term of this Agreement shall commence on the Effective Date and end on December 31, 2026 (the "Completion Date"), unless terminated earlier as set forth herein.

2. **SERVICES TO BE PERFORMED:**

Consultant shall perform the scope of services set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference.

3. **COMPENSATION TO CONSULTANT:**

Client agrees to compensate Consultant pursuant to the terms and conditions of this Agreement only for the performance, to the reasonable satisfaction of Client, of those tasks which take place during the term of this Agreement. Client will not be obligated to compensate Consultant for any work, services, or functions performed by Consultant which do not arise directly from the performance of tasks relating to the Scope of Services as outlined in Exhibit A, and according to the Fee Schedule set forth in Exhibit B. Client shall pay Consultant within thirty (30) days receipt of Consultant's properly submitted invoice conforming to the sample invoice attached hereto as Exhibit C.

Total compensation under this contract will not exceed eighty-five thousand five hundred twenty dollars and zero cents (\$85,520.00), including all expenses ("Contracted Amount"). The Contracted Amount includes a value of services already completed and credited to this Agreement equivalent to fifty-seven thousand four hundred forty-one dollars and forty-eight cents (\$57,441.48), "Credited Amount"). The remaining balance of the Contracted Amount to be paid upon completion of outstanding services is twenty-eight thousand seventy-eight dollars and fifty-two cents (\$28,078.52).

4. **TIME IS OF THE ESSENCE:**

Consultant and Client agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE:**

Any other provision hereof notwithstanding, Consultant agrees that it has performed and has been fully compensated for services as indicated in Exhibit A and will continue to perform all remaining to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the Client nor have any contractual relationship with Client.

6. **INDEPENDENT PARTIES:**

The Consultant is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of Client or its affiliates. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by Client or its affiliates' to their employees, including but not limited to unemployment insurance, workers' compensation coverage, vacation and sick leave are available from Client to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

Client and Consultant agree that during the term of this Agreement and for a period of one year after termination, the parties shall not solicit for employment, hire, or retain, whether as an employee or independent contractor, any person who is or has been employed by the other without written agreement by the other party.

7. **IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Consultant assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal or state rules and regulations. Consultant shall indemnify and hold Client and its affiliates harmless from and against any loss, damage, liability, costs or expenses incurred by Client arising from any noncompliance of this provision by Consultant. Consultant's indemnification obligations set forth in this Section 7. shall survive the expiration and termination of this Agreement.

8. **NON-DISCRIMINATION:**

Consistent with ICD's policy that harassment and discrimination are unacceptable employer/employee conduct, Consultant agrees that harassment or discrimination directed toward a job applicant, a Client or its affiliates' employee, or a citizen by Consultant or Consultant's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, gender identity or sexual orientation will not be tolerated. Consultant agrees that any and all violations of this provision shall constitute a breach of this Agreement.

9. **INDEMNIFICATION/DEFENSE/HOLD HARMLESS:**

Consultant shall indemnify, defend, and hold harmless Client, ICD, AHA, their respective directors, officers, Board of Commissioners, Board of Directors, elected and appointed officials, employees, agents, representatives, and designated volunteers (individually and collectively hereinafter referred to as "Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Consultant, Consultant shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Consultant. However, Consultant shall not be obligated to indemnify Indemnitees from Claims arising from the sole or active negligence or willful misconduct of Indemnitees. Consultant's indemnification and hold harmless obligations shall survive the expiration and termination of this Agreement.

10. **INSURANCE:**

Without limiting Consultant's obligation to indemnify and hold Client harmless, on or before the commencement of the terms of this Agreement, Consultant shall furnish Client with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C, D and E. Such certificates, which do not limit Consultant's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the Housing Authority of the City of Alameda by certified mail."

It is agreed that Consultant shall maintain in force at all times during the performance of the Agreement all appropriate coverage of insurance acceptable to Client and licensed to do insurance business in the State of California.

An endorsement naming the Client as additional insured shall be submitted with the insurance certificates.

A. **COVERAGE:**

Consultant shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000	each occurrence
	\$2,000,000	aggregate – all other
Property Damage:	\$1,000,000	each occurrence
	\$2,000,000	aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$1,000,000 will be considered equivalent to the required minimum limits shown above.

(3) **Automotive:**

Comprehensive automobile liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000	per accident
	\$2,000,000	aggregate
Property Damage:	\$1,000,000	per accident
	\$2,000,000	aggregate

OR

Combined Single Limit:	\$1,000,000	per accident
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(4) **Professional Liability:**

Professional liability insurance which includes coverage for the negligent professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000 per claim and in the annual aggregate.

B. **SUBROGATION WAIVER:**

Consultant agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance that Consultant shall look solely to its insurance for recovery. Consultant hereby grants to Client, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or Client with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of said Consultant may acquire against Client by virtue of the payment of any loss under such insurance.

C. **FAILURE TO SECURE:**

If Consultant, at any time during the term hereof, should fail to secure or maintain the foregoing insurance, Client shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

Client, ICD, AHA, and their respective directors, officers, Board of Commissioners, Board of Directors, elected and appointed officials, employees, agents, representatives, and designated volunteers shall be named as an additional insured under all insurance coverage's, except any professional liability insurance or worker's compensation insurance, required by this Agreement. The naming of an insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof.

Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by Client are not represented as being sufficient to protect Consultant. Consultant is advised to consult Consultant's insurance broker to determine adequate coverage for Consultant.

11. CONFLICT OF INTEREST:

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST ASSIGNMENTS:

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without prior written consent of Client. Any attempt to do so without said consent shall be null and void, and any assignee, sub lessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from Client under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent, but written notice of such assignment shall be promptly furnished to Client by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint venture or syndicate or co tenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. SUBCONTRACTOR APPROVAL:

Unless prior written consent from Client is obtained, only those people and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement. In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of worker's compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

14. **PERMITS AND LICENSES:**

Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including, but not limited to, a City of Alameda business license, that may be required in connection with the performance of services hereunder.

15. **REPORTS:**

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report" reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement shall be the exclusive property of Client. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to Client the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of Client, and all publication rights are reserved to Client.

B. All Reports prepared by Consultant may be used by Client in execution or implementation of:

- (1) The original Project for which Consultant was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original project; and/or
- (4) Other Client or ICD projects as appropriate.

C. Consultant shall, at such time and in such form as Client may require, furnish reports concerning the status of services required under this Agreement.

D. All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on to both sides of the paper except for one original which shall be single sided.

E. No Report, information nor other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by Client.

F. Consultant shall not be held liable for reuse of "Reports" for any purpose other than the original intent of this Agreement.

G. Any other provision hereof notwithstanding, the parties acknowledge and agree that Consultant shall retain ownership of the copyright in and to all preexisting materials, proprietary methodologies, visualizations, software, technical explanations and other creative tangible forms of expression created, developed or owned by Consultant prior to or independent of any project performed pursuant to this Agreement ("Standard Details"), even if the Standard Details are used in connection with the Client projects and/or incorporated into the Reports. The term "Reports" as used in this Section 15 shall not include the Standard Details.

16. **RECORDS:**

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by Client that relate to the performance of services under this Agreement.

Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of Client or its designees to such books and records at proper times following two (2) days prior written consent; and gives Client the right to examine and audit same, and to make transcripts there from as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with

supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

17. **NOTICES:**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. The foregoing notwithstanding, routine communications in furtherance of any services may be given by either party to the other party by any of the foregoing methods or by electronic mail.

All notices, demands, requests or approvals from Consultant to Client shall be addressed to AHA at:

Island City Development
c/o: Lakehurst and Mosley LP
701 Atlantic Avenue
Alameda, CA 94501-2161
Attention: Vanessa Cooper, President

All notices, demands, requests, or approvals from Client to Consultant shall be addressed to Consultant at:

Carlson, Barbee, & Gibson, Inc.
2633 Camino Ramon, Suite 350
San Ramon, CA 94583
Attention: Angelo Obertello, Principal

18. **NO SMOKING, DRINKING OR RADIO USE:**

Consultant agrees and acknowledges that smoking of tobacco products, drinking alcoholic beverages, and listening to radios is prohibited at any ICD site, including individual units, common areas, and every building and adjoining grounds. Consultant shall ensure that his/her employees and suppliers comply with these prohibitions.

19. **TERMINATION:**

In the event Consultant hereto fails or refuses to perform any of its obligations hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of three (3) business days after receipt by Consultant from Client of written notice of default, specifying the nature of such default and the steps necessary to cure such default, Client may terminate the Agreement forthwith by giving to the Consultant written notice thereof. Consultant will not be held responsible for failure to perform in the event such failure is due to delay caused by Client. Client shall have the option, at its sole discretion, to terminate this Agreement without cause by giving seven (7) days' prior written notice to Consultant as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

20. **COMPLIANCES:**

Consultant shall comply with all state and federal laws, all City of Alameda ordinances, and all rules and regulations enacted or issued by Client applicable to Consultant's services. In the event

that the Consultant encounters a potential conflict between state, federal or local law, Consultant shall inform Client and Client shall direct Consultant on proper course of action.

21. **GOVERNING LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.)

Any suits brought pursuant to this Agreement shall be filed with the Courts of the County of Alameda, the State of California.

22. **ADVERTISEMENT:**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from Client to do otherwise.

23. **CONFIDENTIALITY:**

A. **Definition.** Confidential Information, as used in this Agreement, shall mean any Client client data.

B. **Nondisclosure and Nonuse Obligation.** Consultant agrees that it will not use, disseminate, or in any way disclose any Confidential Information to any person, firm or business, except that Consultant may use Confidential Information to the extent necessary to perform its obligations under this Agreement. Consultant agrees that it shall treat all Confidential Information with the same degree of care as the Consultant accords to its own Confidential Information, but in no case less than reasonable care. Consultant agrees that it shall disclose Confidential Information only to those of its employees, subconsultants, and planning or building department officials with jurisdiction over the project. Consultant shall inform its employees of Consultant's obligations under this Section and shall require its employees to confirm their agreement to be bound by confidentiality provisions applicable to Consultant under this Agreement. Consultant shall immediately give written notice to Client of any unauthorized use or disclosure of Confidential Information known to Consultant.

C. **Exclusions from Nondisclosure and Nonuse Obligations.** The obligations under 23B ("Nondisclosure and Nonuse Obligation") shall not apply to such portion that Consultant can document was i) in the public domain at the time such portion was disclosed or used, ii) was disclosed in response to a valid court order, or iii) was previously known to Consultant.

D. **Ownership and Return of Confidential Information and Other Materials.** All Confidential Information shall remain the property of the Client. At Client's request and no later than five (5) business days after such request, Consultant shall promptly destroy or deliver to Client, at Client's option, i) all materials furnished to Consultant, ii) all tangible media of expression in Consultant's possession or control to the extent that such tangible media incorporate any of the Confidential Information, and iii) written certification of the Consultant's compliance with such obligations under this sentence.

24. **WAIVER:**

A waiver by either party of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein whether of the same or a different character.

25. **INTEGRATED CONTRACT:**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both Client and Consultant.

26. **CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

27. **NONLIABILITY OF CLIENT, ICD, AHA OFFICIALS AND EMPLOYEES.**

No member, official employee or consultant of ICD, AHA shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by ICD, AHA or for any amount which may become due to the Consultant or to its successor, or on any obligation under the terms of this Agreement.

28. **AUTHORITY TO SIGN.**

Consultant hereby represents that the persons executing this Agreement on behalf of Consultant have full authority to do so and to bind Consultant to perform pursuant to the terms and conditions of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

"CONSULTANT"

Carlson, Barbee, and Gibson, Inc., a
California corporation

By: _____

Name: Angelo Obertello

Its: Principal

"CLIENT"

Lakehurst and Mosley LP, a California
limited partnership

By: ICD Lakehurst LLC, a California
limited liability company, its managing
general partner

By: Island City Development, a
California nonprofit public
benefit corporation, its sole
manager

By: _____
Vanessa Cooper,
President

EXHIBIT A
SCOPE OF SERVICES & FEE BREAKDOWN

Per Project lender and investor requirements, the Former Contracts are being trifurcated into three separate contracts, one per North Housing Block A project, with each contract equivalent to approximately a third of the original scope and value. The below table represents the scope of services to be performed by the Consultant, including work previously completed under the Former Contracts and credited to this Agreement.

CBG CIVIL CONTRACT FEE BREAKDOWN FOR NORTH HOUSING BLOCK A

Task	Name	Total Fee for North Housing Block A	Billed to Date*	Work Completed**
1	Pre-Construction ALTA Survey	\$15,000.00	\$1,580.00	11%
2	Design Development	\$35,500.00	\$35,500.00	100%
3	Construction Documents	\$134,500.00	\$107,440.00	80%
4	Construction Administration	\$10,000.00	\$1,530.00	15%
5	Post-Construction ALTA Survey	\$24,000.00	\$0.00	0%
6	Reimbursables	\$2,000.00	\$984.44	49%
7	ASR1-Stormwater Management Redesign	\$7,260.00	\$7,260.00	100%
8	ASR2-On-Site Improvement Plan Revisions	\$13,200.00	\$12,020.00	91%
9	ASR2-Pre-Construction Assistance	\$4,080.00	\$1,020.00	25%
10	ASR2-StormWater Pollution Prevention Plan	\$4,200.00	\$4,200.00	100%
11	ASR2-Add'l Misc Tasks, Exhibits & Meetings	\$4,320.00	\$0.00	0%
	Total	\$254,060.00	\$171,534.44	

* The value in this column represents the amount billed and received to date by Consultant for the total work completed under the Former Contracts as of the effective date of this contract. A portion of this value is credited to the Agreement as outlined in the next table.

** The percentages in this column represent the percentage of scope of services completed and retained under the Former Contracts as of the effective date of this contract. The balance of the work is to be completed by the Consultant.

The below tables summarize the division of scope and fees among the trifurcated contracts. The breakdown in the purple cells is applicable to The Estuary I project. The total fee for the Project under the Agreement is \$85,520.00, which includes a credit of \$57,441.48 for work completed and a balance of \$28,078.52 for outstanding scope of work.

Task	Fee for The Estuary I	Fee for The Estuary II	Fee for Linnet Corner
1	\$5,000.00	\$5,000.00	\$5,000.00
2	\$11,833.33	\$11,833.33	\$11,833.34
3	\$45,666.67	\$45,666.67	\$43,166.66
4	\$3,333.34	\$3,333.33	\$3,333.33
5	\$8,000.00	\$8,000.00	\$8,000.00
6	\$666.66	\$666.67	\$666.67
7	\$2,420.00	\$2,420.00	\$2,420.00
8	\$4,400.00	\$4,400.00	\$4,400.00
9	\$1,360.00	\$1,360.00	\$1,360.00
10	\$1,400.00	\$1,400.00	\$1,400.00
11	\$1,440.00	\$1,440.00	\$1,440.00
	\$85,520.00	\$85,520.00	\$83,020.00

The Estuary I (PSH I) Contract			The Estuary II (PSH II) Contract		Linnet Corner (Seniors) Contract	
Task	Fee Credited to LAKEHURST LP	Remaining Fee	Fee Credited to MOSLEY LP	Remaining Fee	Fee Credited to MABUHAY LP	Remaining Fee
1	\$790.00	\$4,210.00	\$0.00	\$5,000.00	\$790.00	\$4,210.00
2	\$11,833.33	\$0.00	\$11,833.33	\$0.00	\$11,833.34	\$0.00
3	\$35,813.33	\$9,853.34	\$35,813.34	\$9,853.33	\$35,813.33	\$7,353.33
4	\$510.00	\$2,823.34	\$510.00	\$2,823.33	\$510.00	\$2,823.33
5	\$0.00	\$8,000.00	\$0.00	\$8,000.00	\$0.00	\$8,000.00
6	\$328.15	\$338.51	\$328.14	\$338.53	\$328.15	\$338.52
7	\$2,420.00	\$0.00	\$2,420.00	\$0.00	\$2,420.00	\$0.00
8	\$4,006.67	\$393.33	\$4,006.67	\$393.33	\$4,006.66	\$393.34
9	\$340.00	\$1,020.00	\$340.00	\$1,020.00	\$340.00	\$1,020.00
10	\$1,400.00	\$0.00	\$1,400.00	\$0.00	\$1,400.00	\$0.00
11	\$0.00	\$1,440.00	\$0.00	\$1,440.00	\$0.00	\$1,440.00
	\$57,441.48	\$28,078.52	\$56,651.48	\$28,868.52	\$57,441.48	\$25,578.52

The full scope of services for the North Housing Block A projects are attached in the following pages.



January 8, 2024
Job No.: 2551-000

Proposal to Provide
Civil Engineering Services

**North Housing Site – Phase 1
Phase 1 (2.8± Acres)
Alameda, California**

Description of Work

MAPPING AND CIVIL CONSTRUCTION DOCUMENTS

I. Task 1 - Pre-Construction A.L.T.A. Survey (Assumes 3 Total)

- A. Prepare an A.L.T.A. Survey for each building parcel in conformance with the 2021 Minimum Detail Requirements for A.L.T.A. / N.S.P.S. Land Title Surveys. The survey will include the following Table A items: 2, 3, 4, 8, 13 and 16. The survey will use existing aerial topography as a base.

II. Task 2 - Design Development

A. Aerial Topography

1. Prepare a 1"=20' scale aerial topographic survey with one-foot contour intervals of the site and surrounding areas.

B. Topographic Details

1. Field survey the location and elevation of utility connection points, as necessary.
2. Field survey the location and elevation of curbs, pavement, cross sections, trees, and other areas not shown clearly on the aerial topographic survey as necessary to complete the final design.

C. Utility Survey

1. Procure an underground utility locator to mark the locations of underground utilities that are identified through ground penetrating radar and electromagnetic field induction methods. Utilities will be located to extent feasible. (Assume 2 Days of Utility Locator)
2. Field survey the utility markings and manholes, structures, vaults, etc. that are visible at ground surface. (Assume 2 Days of Survey Crew)

3. Prepare an existing utility map that depicts the locations of surveyed utilities.

D. Site Plan Refinement

1. Coordinate final architectural base footprints with Consultants and revise the Base Plan, as necessary.
2. Assist the Project Team with defining the limits of site improvements and utilities to be included with each building / phase of construction.
3. Finalize vertical / horizontal building relationships and accessible paths of travel with Client and Architect.
4. Establish building utility points of connection and confirm dry utility locations with the Architect, MEP Consultant, Dry Utility Consultant and Client.
5. Review and refine the preliminary grading and drainage design to be coordinated with the updated Site Landscaping Plan and project phasing. Assess elevations required to comply with City of Alameda stormwater ordinances, drainage, adjacent property conditions and accessible paths of travel for each phase.
6. Provide and coordinate Base Sheets and electronic files for use by other Consultants.

E. Design Review Assistance

1. Prepare technical exhibits to be included in the Design Review Package for the Block A based on the City of Alameda requirements, including:
 - a. Existing Conditions / Demolition Plan
 - b. Site Survey Exhibit
 - c. Preliminary Grading and Drainage Plan
 - d. Preliminary Utility Plan
 - e. Preliminary Stormwater Management Plan
 - f. Preliminary Fire Access Plan
2. Complete stormwater required checklist and forms in accordance with the City of Alameda requirements.

- F. Civil Design Development Plans
 - 1. Update the Civil Schematic Design Plans to be separated for the Respite Center.
 - 2. Incorporate design updates determined through the Site Plan refinement and grading and drainage review and refinement tasks.

III. Task 3 - Construction Documents

- A. Rough Grading Plans
 - 1. Prepare one set of Rough Grading Plans in accordance with the City of Alameda requirements.
- B. On-Site Improvement Plans (Parking Lot)
 - 1. Prepare one set of Improvement Plans for the parking lot in accordance with City of Alameda requirements.
- C. Frontage Improvement Plans (Lakehurst Circle and Mabuhay Street) (750± LF)
 - 1. Prepare one set of Improvement Plans for improvements and utility connections for the Lakehurst Circle and Mabuhay Street frontages. Assumes improvements to utility connections, frontage improvements and sidewalk replacement along the frontages.
- D. Improvement Plans
(Mabuhay Street to Singleton Avenue – 380± LF)
 - 1. Prepare one set of Improvement Plans for improvements and utilities for Mabuhay Street improvements from Lakehurst Circle to Singleton Avenue.
- E. On-Site Fine Grade and Common Area Drainage Plan
 - 1. Prepare 1"=10' scale Fine Grading Plans including common area drainage to establish finish grade elevations in accordance with City of Alameda requirements.
- F. Final Map
 - 1. Prepare one Final Map including easements and certificates.

G. Condominium Plan

1. Prepare Condominium Plan for the building air space associated with the third building.

H. Erosion Control Plan

1. Prepare an Erosion Control Plan in accordance with City of Alameda requirements.

I. Stormwater Management Plan (Water Quality)

1. Prepare a Stormwater Management Plan (Water Quality) in accordance with City of Alameda requirements.

J. Operations and Maintenance Plan

1. Prepare a Stormwater Operations and Maintenance Plan in accordance with City of Alameda requirements.

K. Cost and Bond Estimates

1. Prepare an Engineer's Cost Estimate for public and private improvements based on plans submitted for first plan check.
2. Prepare an Engineer's Bond Estimate for public improvements based on plans submitted for first plan check.

L. Utility Studies

1. Prepare utility studies and calculations for the sanitary sewer and storm drain systems.

M. EBMUD Main Extension Application / Processing

1. Prepare documents and exhibits required for water service application submittal.
2. Coordinate with EBMUD staff and the City of Alameda Fire Department on preliminary service and fire hydrant locations for EBMUD to establish a project cost estimate.
3. Coordinate with EBMUD to facilitate site water service design and construction documents.

N. Miscellaneous Tasks and Exhibits

1. Perform miscellaneous tasks and prepare miscellaneous exhibits as requested by Client.

O. Bid Assistance

1. Prepare bid quantities in Client's format.
2. Assist Client with responding to questions from Contractors.

P. Meetings, Teleconferences and Processing

1. Attend meetings and hearings, participate in teleconferences, and assist Client in processing plans and permits with the City of Alameda staff, Title Company, Contractors, etc.
2. Coordinate design criteria with Architect, Landscape Architect, Structural Engineer, Geotechnical Engineer, and Dry Utility Consultant, etc.

IV. Task 4 - Construction Administration

- A. Review and approve Contractor's submittals.
- B. Respond to RFI's submitted by Contractor.
- C. Assist the Architect in preparing ASI's, Proposal Requests, Change Orders and Construction Change Directives.
- D. Assist the Architect in preparing Punch List items and determining dates of Substantial Completion and Final Completion.

V. Task 5 - Post Construction A.L.T.A. Survey

A. As-Built A.L.T.A. Survey

1. Prepare an A.L.T.A. survey of the site in conformance with the 2021 Minimum Detail Requirements for A.L.T.A. / N.S.P.S. Land Title Surveys. The survey will use new aerial planimetry as a base. The survey will:
 - a. Depict the location of the improvements (other than off-site improvements).

- b. Depict the location of and indicate the recording information applicable to all Permitted Exceptions for the Project that are locatable on the land.
- c. Plot and place on the face of the survey the legal description for the land.
- d. Show (a) all front, side, and rear setbacks and minimum distance between structures, and (b) and other developmental standards and requirements which are imposed upon the standards and requirements which are imposed upon the Project under any title exception or requirements, and which are provided to the Surveyor prior to the final preparation of the survey.
- e. Depict any portion of the Land which is classified as either a "wetlands" area (delineated by others) or a flood hazard area.
- f. Be certified to the Company, Investor, Developer, and the Title Company using the current A.L.T.A. approved surveyor's certificate.

VI. Reimbursables

- A. Printing and Computer Plots.
- B. Delivery Services and UPS.
- C. Acquisition of Record Materials.
- D. Mileage, Tolls, and Parking.

ADDITIONAL SERVICES REQUEST #1

VII. Stormwater Management Redesign

- A. Redesign the locations and sizes of the stormwater management facilities due to architectural changes (primarily fire ladder pad conflict) that were identified after Schematic Design was finalized.
- B. Coordinate with Architect and Landscape Architect to revise the Stormwater Management Plan.

ADDITIONAL SERVICES REQUEST #2

VIII. On-Site Improvement Plan Revisions

- A. Incorporate revisions to the Civil On-Site Improvement Plans necessary to be consistent with the Final Landscape Plans.
- B. Revise the Stormwater Management Plan and calculations to incorporate the revised stormwater designs reflected in the Final Landscape Plans.
- C. Revise the Stormwater Management Plan and calculations to be coordinated with the revised / final roof drainage design.

IX. Pre-Construction Assistance

- A. Attend pre-construction Owner / Architect / Contractor bi-weekly meetings as requested. (Assume 12 Meetings)

X. Storm Water Pollution Prevention Plan (SWPPP)

- A. Prepare a Rise Assessment in accordance with the State Water Quality Control Board requirements.
- B. Prepare a Storm Water Pollution Prevention Plan (SWPPP) for the project.
- C. Upload the SWPPP and other permit registration documents to the SMARTS website.

XI. Additional Miscellaneous Tasks, Exhibits and Meeting

- A. Perform additional miscellaneous tasks, prepare miscellaneous exhibits and attend meetings as request by Client necessary to support the extended Project schedule.

XII. Assumptions

- A. Presentation at Public Hearings will be made by Client. Carlson, Barbee & Gibson, Inc. representatives will attend to answer / address technical issues and questions.
- B. Client will pay all agency fees, allow access to property, and retain all other necessary consultants.
- C. Client will provide a current title report and all other applicable studies and reports.

- D. Fees will be charged per the attached Standard Hourly Charge Rate Schedule, which is in effect through June 30, 2024. The estimated fee amounts are for budget purposes only. Certain line items may be exceeded; the total estimated fee will not be exceeded without authorization.
- E. Other Consultants will provide electronic files in AutoCAD format.
- F. Qualified SWPPP Developer (QSD) services are limited to this scope. Client will obtain a separate QSD to provide construction related services.

XIII. Exclusions

- A. Equipment for potholing of existing underground facilities.
- B. Design or survey of improvements not specifically included.
- C. Landscape or Irrigation Plans, Streetlight or Joint Trench / Dry Utility Design, Fencing Plans.
- D. Borrow Plan or Demolition Plan.
- E. Records of Survey.
- F. Planning / Infrastructure analysis of Habitat for Humanity parcel.
- G. Qualified SWPPP Developer (QSD) on-site visual inspections associated with construction activities.
- H. SWPPP or annual updates for SWPPP compliance, Preparation or Processing of a Change of Information (COI), Preparation or Processing of an Annual Report (AR), Preparation or Processing of a Notice of Termination (NOT), Qualified SWPPP Practitioner (QSP) Services.

January 8, 2024
Job No.: 2551-000

Fee Summary

**North Housing Site – Phase 1
Phase 1 (2.8± Acres)
Alameda, California**

<u>Description of Work</u>				<u>Estimated Total Fee</u>	<u>Block A / Full Site</u>	Fee Breakdown		
						<u>The Estuary I</u>	<u>The Estuary II</u>	<u>Linnet Corner</u>
<u>MAPPING AND CIVIL CONSTRUCTION DOCUMENTS</u>								
I.	Task 1 - Pre-Construction A.L.T.A. Survey			\$ 5,000 (Each)	Block A	\$ 5,000	\$ 5,000	\$ 5,000
	Subtotal Pre-Construction A.L.T.A. Survey			\$ 15,000		\$ 5,000	\$ 5,000	\$ 5,000
II.	Task 2 - Design Development							
	A.	Aerial Topography		\$ 4,500	Full Site	\$ 1,500	\$ 1,500	\$ 1,500
	B.	Topographic Details		\$ 3,500	Full Site	\$ 1,167	\$ 1,167	\$ 1,167
	C.	Utility Survey		\$ 8,500	Block A	\$ 2,833	\$ 2,833	\$ 2,833
	D.	Site Plan Refinement		\$ 5,000	Block A	\$ 1,667	\$ 1,667	\$ 1,667
	E.	Design Review Assistance		\$ 6,000	Block A	\$ 2,000	\$ 2,000	\$ 2,000
	F.	Civil Design Development Plans		\$ 8,000	Block A	\$ 2,667	\$ 2,667	\$ 2,667
		Subtotal Design Development		\$ 35,500		\$ 11,833	\$ 11,833	\$ 11,833
III.	Task 3 - Construction Documents							
	A.	Rough Grading Plans		\$ 10,000	Block A	\$ 3,333	\$ 3,333	\$ 3,333
	B.	On-Site Improvement Plans (Parking Lot)		\$ 15,000	Block A	\$ 5,000	\$ 5,000	\$ 5,000
	C.	Frontage Improvement Plans (Lakehurst Circle and Mabuhay Street) (750± LF)		\$ 30,000	Full Site	\$ 10,000	\$ 10,000	\$ 10,000

North Housing Site – Phase 1

Page 2 of 3

January 8, 2024

Job No.: 2551-000

Description of Work	Estimated Total Fee	Block A / Full Site	Fee Breakdown		
			The Estuary I	The Estuary II	Linnet Corner
D. Improvement Plans (Mabuhay Street to Singleton Avenue – 380± LF)	\$ 15,000	Block A	\$ 5,000	\$ 5,000	\$ 5,000
E. On-Site Fine Grade and Common Area Drainage Plan	\$ 10,000	Block A	\$ 3,333	\$ 3,333	\$ 3,333
F. Final Map	\$ 20,000	Full Site	\$ 6,667	\$ 6,667	\$ 6,667
G. Condominium Plan	\$ 5,000	Block A	\$ 2,500	\$ 2,500	\$ -
H. Erosion Control Plan	\$ 2,000	Block A	\$ 667	\$ 667	\$ 667
I. Stormwater Management Plan (Water Quality)	\$ 4,000	Block A	\$ 1,333	\$ 1,333	\$ 1,333
J. Operations and Maintenance Plan	\$ 2,500	Block A	\$ 833	\$ 833	\$ 833
K. Cost and Bond Estimates	\$ 3,000	Block A	\$ 1,000	\$ 1,000	\$ 1,000
L. Utility Studies	\$ 3,000	Block A	\$ 1,000	\$ 1,000	\$ 1,000
M. EBMUD Main Extension Application / Processing	\$ 3,000	Full Site	\$ 1,000	\$ 1,000	\$ 1,000
N. Miscellaneous Tasks and Exhibits	\$ 5,000	Block A	\$ 1,667	\$ 1,667	\$ 1,667
O. Bid Assistance	\$ 2,000	Block A	\$ 667	\$ 667	\$ 667
P. Meetings, Teleconferences and Processing	\$ 5,000	Block A	\$ 1,667	\$ 1,667	\$ 1,667
Subtotal Construction Documents	\$ 134,500		\$ 45,667	\$ 45,667	\$ 43,167
IV. Task 4 - Construction Administration	\$ 10,000	Block A	\$ 3,333	\$ 3,333	\$ 3,333
Subtotal Construction Administration	\$ 10,000		\$ 3,333	\$ 3,333	\$ 3,333
V. Task 5 - Post Construction A.L.T.A. Survey	\$ 8,000 (Each)	Block A	\$ 8,000	\$ 8,000	\$ 8,000
Subtotal Post Construction A.L.T.A. Survey	\$ 24,000		\$ 8,000	\$ 8,000	\$ 8,000
VI. Reimbursables (Cost +10%)	\$ 2,000		\$ 667	\$ 667	\$ 667

North Housing Site – Phase 1

Page 3 of 3

January 8, 2024

Job No.: 2551-000

<u>Description of Work</u>	<u>Estimated Total Fee</u>	<u>Block A / Full Site</u>	Fee Breakdown		
			<u>The Estuary I</u>	<u>The Estuary II</u>	<u>Linnet Corner</u>
<u>ADDITIONAL SERVICES REQUEST #1</u>					
VII. Stormwater Management Redesign	\$ 7,260		\$ 2,420	\$ 2,420	\$ 2,420
Subtotal Additional Services Request #1	\$ 7,260		\$ 2,420	\$ 2,420	\$ 2,420
<u>ADDITIONAL SERVICES REQUEST #2</u>					
VIII. On-Site Improvement Plan Revisions	\$ 13,200		\$ 4,400	\$ 4,400	\$ 4,400
IX. Pre-Construction Assistance	\$ 4,080		\$ 1,360	\$ 1,360	\$ 1,360
X. Storm Water Pollution Prevention Plan (SWPPP)	\$ 4,200		\$ 1,400	\$ 1,400	\$ 1,400
XI. Additional Miscellaneous Tasks, Exhibits and Meetings	\$ 4,320		\$ 1,440	\$ 1,440	\$ 1,440
Subtotal Additional Services Request #2	\$ 25,800		\$ 8,600	\$ 8,600	\$ 8,600
Total	\$ 254,060		\$ 85,520.00	\$ 85,520.00	\$ 83,020.00

Fees will be charged per the attached Standard Hourly Charge Rate Schedule, which is in effect through June 30, 2024. The estimated fee amounts are for budget purposes only. Certain line items may be exceeded; the total estimated fee will not be exceeded without authorization.



STANDARD HOURLY CHARGE RATE SCHEDULE

Effective through June 30, 2024

Engineering

Project Manager.....	\$245
Senior Engineer.....	\$220 - \$235
Project Engineer.....	\$195 - \$210
Staff Engineer.....	\$170 - \$185
Assistant Engineer	\$145 - \$165

Planning

Senior Planner	\$215 - \$235
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Surveying

Survey Manager	\$245
Senior Surveyor	\$220 - \$235
Project Surveyor.....	\$195 - \$210
Staff Surveyor	\$170 - \$185
Assistant Surveyor	\$145 - \$165

Party Chief.....	\$205
Chainman	\$115

Drafting

CAD Technician.....	\$145
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Administration

Clerical	\$88
Reimbursables	Cost + 10%

Management

Principal	\$270
Associate	\$255

RY

Exhibit C



CARLSON,
BARBEE &
GIBSON, Inc.

2021 SEP -2 PM 3: 10

Invoice

HOUSING AUTHORITY
OF THE CITY OF ALAMEDA

Alameda Housing Authority
ATTN: Richard Yoshida
701 Atlantic Avenue
Alameda, CA 94501-2161

July 31, 2021
Project No: 2551-000-07
Invoice No: 111840

NORTH HOUSING SITE – PHASE 1
Mapping and Civil Construction Documents
Phase 1 (2.8± Acres)
Alameda, California
Contract: Not Yet Issued

Description	Contract Amount	Billing to Date	Previously Billed	Current Billing
I. Task 1 - Pre-Construction ALTA Survey	15,000.00	0.00	0.00	0.00
(3 Parcels in Block A)	0.00	0.00	0.00	0.00
II. Task 2 - Design Development	0.00	0.00	0.00	0.00
A. Aerial Topography	4,500.00	0.00	0.00	0.00
B. Topographic Details	3,500.00	0.00	0.00	0.00
C. Utility Survey	8,500.00	0.00	0.00	0.00
D. Site Plan Refinement	5,000.00	3,520.00	0.00	3,520.00
E. Design Review Assistance	6,000.00	1,510.00	0.00	1,510.00
F. Civil Design Development Plans	8,000.00	1,880.00	0.00	1,880.00
III. Task 3 - Construction Documents	0.00	0.00	0.00	0.00
A. Rough Grading Plans	10,000.00	0.00	0.00	0.00
B. On-Site Improvement Plans (Parking Lot)	15,000.00	0.00	0.00	0.00
C. Frontage Improvement Plans (Lakehurst Circle and Mabuhay Street) (750± LF)	30,000.00	0.00	0.00	0.00
D. Optional Task-Improvement Plans (Mabuhay St to Singleton Ave – 380± LF)	15,000.00	0.00	0.00	0.00
E. On-Site Fine Grade and Common Area Drainage Plan	10,000.00	0.00	0.00	0.00
F. Final Map	20,000.00	0.00	0.00	0.00
G. Optional Task – Condominium Plan	5,000.00	0.00	0.00	0.00
H. Erosion Control Plan	2,000.00	0.00	0.00	0.00
I. Stormwater Mgmt Plan (Water Quality)	4,000.00	0.00	0.00	0.00
J. Operations and Maintenance Plan	2,500.00	0.00	0.00	0.00
K. Cost and Bond Estimates	3,000.00	0.00	0.00	0.00
L. Utility Studies	3,000.00	0.00	0.00	0.00
M. EBMUD Main Extension App/Processing	3,000.00	0.00	0.00	0.00
N. Miscellaneous Tasks and Exhibits	5,000.00	0.00	0.00	0.00
O. Bid Assistance	2,000.00	0.00	0.00	0.00
P. Meetings, Teleconferences, Processing	5,000.00	0.00	0.00	0.00
IV. Task 4 - Construction Administration	10,000.00	0.00	0.00	0.00

2633 CAMINO RAMON, SUITE 350 • SAN RAMON, CA 94583 • (925) 866-0322 • www.cbandg.com
SAN RAMON • SACRAMENTO

Project	2551-000-07	Mapping & CDs Ph 1 NORTH HOUSING SITE	Invoice	111840
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V. Task 5-Post Construction ALTA Survey	24,000.00	0.00	0.00	0.00
(3 Parcels in Block A)	0.00	0.00	0.00	0.00
VI. Reimbursables	2,000.00	8.32	0.00	8.32
Total Fee	221,000.00	6,918.32	0.00	6,918.32

Total				6,918.32
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Total this Invoice	\$6,918.32
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	Current	Prior	Total	Received	A/R Balance
Billings to Date	6,918.32	0.00	6,918.32	0.00	6,918.32

Authorized By: 

Billing Backup

Thursday, August 26, 2021

Carlson, Barbee & Gibson, Inc.

Invoice 111840 Dated 7/31/2021

1:51:22 PM

Reimbursable Expenses

In-House Printing and Reproduction

MI ARGOS07312 7/31/2021 IN-HOUSE PRINTS
02

7.56

Total Reimbursables

1.1 times

7.56

8.32

Total this Project

\$8.32

Total this Report

\$8.32

AMENDED AND SUPERSEDED CONSULTANT SERVICES AGREEMENT

THIS AMENDED AND SUPERSEDED CONSULTANT SERVICES AGREEMENT ("Agreement"), entered into this 4th day of January 2024 ("Effective Date"), by and between MOSLEY AND MABUHAY LP, a California limited partnership (hereinafter referred to as "Client"), and CARLSON, BARBEE, AND GIBSON, INC., a California corporation whose address is 2633 Camino Ramon, Suite 350, San Ramon, CA 94583, (hereinafter referred to as "Consultant"), is made with reference to the following:

RECITALS:

A. Client is a California limited partnership affiliated with Island City Development ("ICD") and the Housing Authority of the City of Alameda (AHA) and is duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.

B. Consultant is trained, experienced and competent to perform the professional services which will be required by this Agreement; and

C. Consultant possesses the skill, experience, ability, background, applicable certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

D. Consultant has provided services related to the Project under the Consultant Services Agreement between ICD and Consultant dated September 1st, 2021, Amendment No.1 dated October 4, 2022, and Amendment No.2 dated March 10, 2023 (collectively "Former Contracts"). The not to exceed amount of the Former Contracts is two hundred fifty-four thousand sixty dollars and zero cents (\$254,060.00). The value of the services associated with the Project is eighty-five thousand five hundred twenty dollars and zero cents (\$85,520.00), which is equivalent to approximately one-third of the total Former Contracts costs.

E. Client and Consultant desire to enter into an agreement for Civil Engineering Services for The Estuary II, also referred to as North Housing PSH II ("Project").

F. Consultant, under the Former Contracts, has completed services valued at one hundred seventy-one thousand five hundred thirty-four dollars and forty-four cents (\$171,534.44) and has received full compensation from ICD for said value. Client agrees to purchase a third of the services or products completed by the Consultant in accordance with the Former Contracts, including all documents, reports, plans, and other deliverables prepared by the Consultant as well as all rights and responsibilities from the Former Contracts, from ICD. The value of the services to be purchased by Client and credited to this Agreement is fifty-six thousand six hundred fifty-one dollars and forty-eight cents (\$56,651.48, "Credited Amount").

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM:

The term of this Agreement shall commence on the Effective Date and end on December 31, 2026 (the "Completion Date"), unless terminated earlier as set forth herein.

2. **SERVICES TO BE PERFORMED:**

Consultant shall perform the scope of services set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference.

3. **COMPENSATION TO CONSULTANT:**

Client agrees to compensate Consultant pursuant to the terms and conditions of this Agreement only for the performance, to the reasonable satisfaction of Client, of those tasks which take place during the term of this Agreement. Client will not be obligated to compensate Consultant for any work, services, or functions performed by Consultant which do not arise directly from the performance of tasks relating to the Scope of Services as outlined in Exhibit A, and according to the Fee Schedule set forth in Exhibit B. Client shall pay Consultant within thirty (30) days receipt of Consultant's properly submitted invoice conforming to the sample invoice attached hereto as Exhibit C.

Total compensation under this contract will not exceed eighty-five thousand five hundred twenty dollars and zero cents (\$85,520.00), including all expenses ("Contracted Amount"). The Contracted Amount includes a value of services already completed and credited to this Agreement equivalent to fifty-six thousand six hundred fifty-one dollars and forty-eight cents (\$56,651.48), "Credited Amount"). The remaining balance of the Contracted Amount to be paid upon completion of outstanding services is twenty-eight thousand eight hundred sixty-eight dollars and fifty-two cents (\$28,868.52).

4. **TIME IS OF THE ESSENCE:**

Consultant and Client agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE:**

Any other provision hereof notwithstanding, Consultant agrees that it has performed and has been fully compensated for services as indicated in Exhibit A and will continue to perform all remaining to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the Client nor have any contractual relationship with Client.

6. **INDEPENDENT PARTIES:**

The Consultant is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of Client or its affiliates. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by Client or its affiliates' to their employees, including but not limited to unemployment insurance, workers' compensation coverage, vacation and sick leave are available from Client to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

Client and Consultant agree that during the term of this Agreement and for a period of one year after termination, the parties shall not solicit for employment, hire, or retain, whether as an employee or independent contractor, any person who is or has been employed by the other without written agreement by the other party.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Consultant assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal or state rules and regulations. Consultant shall indemnify and hold Client and its affiliates harmless from and against any loss, damage, liability, costs or expenses incurred by Client arising from any noncompliance of this provision by Consultant. Consultant's indemnification obligations set forth in this Section 7. shall survive the expiration and termination of this Agreement.

8. NON-DISCRIMINATION:

Consistent with ICD's policy that harassment and discrimination are unacceptable employer/employee conduct, Consultant agrees that harassment or discrimination directed toward a job applicant, a Client or its affiliates' employee, or a citizen by Consultant or Consultant's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, gender identity or sexual orientation will not be tolerated. Consultant agrees that any and all violations of this provision shall constitute a breach of this Agreement.

9. INDEMNIFICATION/DEFENSE/HOLD HARMLESS:

Consultant shall indemnify, defend, and hold harmless Client, ICD, AHA, their respective directors, officers, Board of Commissioners, Board of Directors, elected and appointed officials, employees, agents, representatives, and designated volunteers (individually and collectively hereinafter referred to as "Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Consultant, Consultant shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Consultant. However, Consultant shall not be obligated to indemnify Indemnitees from Claims arising from the sole or active negligence or willful misconduct of Indemnitees. Consultant's indemnification and hold harmless obligations shall survive the expiration and termination of this Agreement.

10. INSURANCE:

Without limiting Consultant's obligation to indemnify and hold Client harmless, on or before the commencement of the terms of this Agreement, Consultant shall furnish Client with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C, D and E. Such certificates, which do not limit Consultant's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the Housing Authority of the City of Alameda by certified mail."

Consultant Services Agreement
Carlson, Barbee, and Gibson, Inc.

Page 4

It is agreed that Consultant shall maintain in force at all times during the performance of the Agreement all appropriate coverage of insurance acceptable to Client and licensed to do insurance business in the State of California.

An endorsement naming the Client as additional insured shall be submitted with the insurance certificates.

A. **COVERAGE:**

Consultant shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000	each occurrence
	\$2,000,000	aggregate – all other
Property Damage:	\$1,000,000	each occurrence
	\$2,000,000	aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$1,000,000 will be considered equivalent to the required minimum limits shown above.

(3) **Automotive:**

Comprehensive automobile liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000	per accident
	\$2,000,000	aggregate
Property Damage:	\$1,000,000	per accident
	\$2,000,000	aggregate

OR

Combined Single Limit:	\$1,000,000	per accident
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(4) **Professional Liability:**

Professional liability insurance which includes coverage for the negligent professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000 per claim and in the annual aggregate.

B. **SUBROGATION WAIVER:**

Consultant agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance that Consultant shall look solely to its insurance for recovery. Consultant hereby grants to Client, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or Client with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of said Consultant may acquire against Client by virtue of the payment of any loss under such insurance.

C. **FAILURE TO SECURE:**

If Consultant, at any time during the term hereof, should fail to secure or maintain the foregoing insurance, Client shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

Client, ICD, AHA, and their respective directors, officers, Board of Commissioners, Board of Directors, elected and appointed officials, employees, agents, representatives, and designated volunteers shall be named as an additional insured under all insurance coverage's, except any professional liability insurance or worker's compensation insurance, required by this Agreement. The naming of an insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof.

Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by Client are not represented as being sufficient to protect Consultant. Consultant is advised to consult Consultant's insurance broker to determine adequate coverage for Consultant.

11. CONFLICT OF INTEREST:

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST ASSIGNMENTS:

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without prior written consent of Client. Any attempt to do so without said consent shall be null and void, and any assignee, sub lessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from Client under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent, but written notice of such assignment shall be promptly furnished to Client by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint venture or syndicate or co tenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. SUBCONTRACTOR APPROVAL:

Unless prior written consent from Client is obtained, only those people and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement. In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of worker's compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

14. **PERMITS AND LICENSES:**

Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including, but not limited to, a City of Alameda business license, that may be required in connection with the performance of services hereunder.

15. **REPORTS:**

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report" reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement shall be the exclusive property of Client. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to Client the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of Client, and all publication rights are reserved to Client.

B. All Reports prepared by Consultant may be used by Client in execution or implementation of:

- (1) The original Project for which Consultant was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original project; and/or
- (4) Other Client or ICD projects as appropriate.

C. Consultant shall, at such time and in such form as Client may require, furnish reports concerning the status of services required under this Agreement.

D. All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on to both sides of the paper except for one original which shall be single sided.

E. No Report, information nor other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by Client.

F. Consultant shall not be held liable for reuse of "Reports" for any purpose other than the original intent of this Agreement.

G. Any other provision hereof notwithstanding, the parties acknowledge and agree that Consultant shall retain ownership of the copyright in and to all preexisting materials, proprietary methodologies, visualizations, software, technical explanations and other creative tangible forms of expression created, developed or owned by Consultant prior to or independent of any project performed pursuant to this Agreement ("Standard Details"), even if the Standard Details are used in connection with the Client projects and/or incorporated into the Reports. The term "Reports" as used in this Section 15 shall not include the Standard Details.

16. **RECORDS:**

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by Client that relate to the performance of services under this Agreement.

Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of Client or its designees to such books and records at proper times following two (2) days prior written consent; and gives Client the right to examine and audit same, and to make transcripts there from as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with

Consultant Services Agreement
Carlson, Barbee, and Gibson, Inc.

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supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

17. **NOTICES:**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. The foregoing notwithstanding, routine communications in furtherance of any services may be given by either party to the other party by any of the foregoing methods or by electronic mail.

All notices, demands, requests or approvals from Consultant to Client shall be addressed to AHA at:

Island City Development
c/o: Mosley and Mabuhay LP
701 Atlantic Avenue
Alameda, CA 94501-2161
Attention: Vanessa Cooper, President

All notices, demands, requests, or approvals from Client to Consultant shall be addressed to Consultant at:

Carlson, Barbee, & Gibson, Inc.
2633 Camino Ramon, Suite 350
San Ramon, CA 94583
Attention: Angelo Obertello, Principal

18. **NO SMOKING, DRINKING OR RADIO USE:**

Consultant agrees and acknowledges that smoking of tobacco products, drinking alcoholic beverages, and listening to radios is prohibited at any ICD site, including individual units, common areas, and every building and adjoining grounds. Consultant shall ensure that his/her employees and suppliers comply with these prohibitions.

19. **TERMINATION:**

In the event Consultant hereto fails or refuses to perform any of its obligations hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of three (3) business days after receipt by Consultant from Client of written notice of default, specifying the nature of such default and the steps necessary to cure such default, Client may terminate the Agreement forthwith by giving to the Consultant written notice thereof. Consultant will not be held responsible for failure to perform in the event such failure is due to delay caused by Client. Client shall have the option, at its sole discretion, to terminate this Agreement without cause by giving seven (7) days' prior written notice to Consultant as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

20. **COMPLIANCES:**

Consultant shall comply with all state and federal laws, all City of Alameda ordinances, and all rules and regulations enacted or issued by Client applicable to Consultant's services. In the event

that the Consultant encounters a potential conflict between state, federal or local law, Consultant shall inform Client and Client shall direct Consultant on proper course of action.

21. **GOVERNING LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.)

Any suits brought pursuant to this Agreement shall be filed with the Courts of the County of Alameda, the State of California.

22. **ADVERTISEMENT:**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from Client to do otherwise.

23. **CONFIDENTIALITY:**

A. **Definition.** Confidential Information, as used in this Agreement, shall mean any Client client data.

B. **Nondisclosure and Nonuse Obligation.** Consultant agrees that it will not use, disseminate, or in any way disclose any Confidential Information to any person, firm or business, except that Consultant may use Confidential Information to the extent necessary to perform its obligations under this Agreement. Consultant agrees that it shall treat all Confidential Information with the same degree of care as the Consultant accords to its own Confidential Information, but in no case less than reasonable care. Consultant agrees that it shall disclose Confidential Information only to those of its employees, subconsultants, and planning or building department officials with jurisdiction over the project. Consultant shall inform its employees of Consultant's obligations under this Section and shall require its employees to confirm their agreement to be bound by confidentiality provisions applicable to Consultant under this Agreement. Consultant shall immediately give written notice to Client of any unauthorized use or disclosure of Confidential Information known to Consultant.

C. **Exclusions from Nondisclosure and Nonuse Obligations.** The obligations under 23B ("Nondisclosure and Nonuse Obligation") shall not apply to such portion that Consultant can document was i) in the public domain at the time such portion was disclosed or used, ii) was disclosed in response to a valid court order, or iii) was previously known to Consultant.

D. **Ownership and Return of Confidential Information and Other Materials.** All Confidential Information shall remain the property of the Client. At Client's request and no later than five (5) business days after such request, Consultant shall promptly destroy or deliver to Client, at Client's option, i) all materials furnished to Consultant, ii) all tangible media of expression in Consultant's possession or control to the extent that such tangible media incorporate any of the Confidential Information, and iii) written certification of the Consultant's compliance with such obligations under this sentence.

24. **WAIVER:**

Consultant Services Agreement
Carlson, Barbee, and Gibson, Inc.

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A waiver by either party of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein whether of the same or a different character.

25. **INTEGRATED CONTRACT:**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both Client and Consultant.

26. **CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

27. **NONLIABILITY OF CLIENT, ICD, AHA OFFICIALS AND EMPLOYEES.**

No member, official employee or consultant of ICD, AHA shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by ICD, AHA or for any amount which may become due to the Consultant or to its successor, or on any obligation under the terms of this Agreement.

28. **AUTHORITY TO SIGN.**

Consultant hereby represents that the persons executing this Agreement on behalf of Consultant have full authority to do so and to bind Consultant to perform pursuant to the terms and conditions of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

Consultant Services Agreement
Carlson, Barbee, and Gibson, Inc.

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IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

"CONSULTANT"

Carlson, Barbee, and Gibson, Inc., a
California corporation

DocuSigned by:
By: Angelo Obertello
EC5CA6B336644F6...

Name: Angelo Obertello

Its: Principal

"CLIENT"

Mosley and Mabuhay LP, a California
limited partnership

By: ICD Mosley LLC, a California limited
liability company, its managing
general partner

By: Island City Development, a
California nonprofit public
benefit corporation, its sole
manager

DocuSigned by:
By: Vanessa Cooper ^{DS} ^{DS}
5AFA57239EC2484...
Vanessa Cooper,
President

EXHIBIT A
SCOPE OF SERVICES & FEE BREAKDOWN

Per Project lender and investor requirements, the Former Contracts are being trifurcated into three separate contracts, one per North Housing Block A project, with each contract equivalent to approximately a third of the original scope and value. The below table represents the scope of services to be performed by the Consultant, including work previously completed under the Former Contracts and credited to this Agreement.

CBG CIVIL CONTRACT FEE BREAKDOWN FOR NORTH HOUSING BLOCK A

Task	Name	Total Fee for North Housing Block A	Billed to Date*	Work Completed**
1	Pre-Construction ALTA Survey	\$15,000.00	\$1,580.00	11%
2	Design Development	\$35,500.00	\$35,500.00	100%
3	Construction Documents	\$134,500.00	\$107,440.00	80%
4	Construction Administration	\$10,000.00	\$1,530.00	15%
5	Post-Construction ALTA Survey	\$24,000.00	\$0.00	0%
6	Reimbursables	\$2,000.00	\$984.44	49%
7	ASR1-Stormwater Management Redesign	\$7,260.00	\$7,260.00	100%
8	ASR2-On-Site Improvement Plan Revisions	\$13,200.00	\$12,020.00	91%
9	ASR2-Pre-Construction Assistance	\$4,080.00	\$1,020.00	25%
10	ASR2-StormWater Pollution Prevention Plan	\$4,200.00	\$4,200.00	100%
11	ASR2-Add'l Misc Tasks, Exhibits & Meetings	\$4,320.00	\$0.00	0%
	Total	\$254,060.00	\$171,534.44	

* The value in this column represents the amount billed and received to date by Consultant for the total work completed under the Former Contracts as of the effective date of this contract. A portion of this value is credited to the Agreement as outlined in the next table.

** The percentages in this column represent the percentage of scope of services completed and retained under the Former Contracts as of the effective date of this contract. The balance of the work is to be completed by the Consultant.

Consultant Services Agreement
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The below tables summarize the division of scope and fees among the trifurcated contracts. The breakdown in the blue cells is applicable to The Estuary II project. The total fee for the Project under the Agreement is \$85,520.00, which includes a credit of \$56,651.48 for work completed and a balance of \$28,868.52 for outstanding scope of work.

Task	Fee for The Estuary I	Fee for The Estuary II	Fee for Linnet Corner
1	\$5,000.00	\$5,000.00	\$5,000.00
2	\$11,833.33	\$11,833.33	\$11,833.34
3	\$45,666.67	\$45,666.67	\$43,166.66
4	\$3,333.34	\$3,333.33	\$3,333.33
5	\$8,000.00	\$8,000.00	\$8,000.00
6	\$666.66	\$666.67	\$666.67
7	\$2,420.00	\$2,420.00	\$2,420.00
8	\$4,400.00	\$4,400.00	\$4,400.00
9	\$1,360.00	\$1,360.00	\$1,360.00
10	\$1,400.00	\$1,400.00	\$1,400.00
11	\$1,440.00	\$1,440.00	\$1,440.00
	\$85,520.00	\$85,520.00	\$83,020.00

The Estuary I (PSH I) Contract			The Estuary II (PSH II) Contract		Linnet Corner (Seniors) Contract	
Task	Fee Credited to LAKEHURST LP	Remaining Fee	Fee Credited to MOSLEY LP	Remaining Fee	Fee Credited to MABUHAY LP	Remaining Fee
1	\$790.00	\$4,210.00	\$0.00	\$5,000.00	\$790.00	\$4,210.00
2	\$11,833.33	\$0.00	\$11,833.33	\$0.00	\$11,833.34	\$0.00
3	\$35,813.33	\$9,853.34	\$35,813.34	\$9,853.33	\$35,813.33	\$7,353.33
4	\$510.00	\$2,823.34	\$510.00	\$2,823.33	\$510.00	\$2,823.33
5	\$0.00	\$8,000.00	\$0.00	\$8,000.00	\$0.00	\$8,000.00
6	\$328.15	\$338.51	\$328.14	\$338.53	\$328.15	\$338.52
7	\$2,420.00	\$0.00	\$2,420.00	\$0.00	\$2,420.00	\$0.00
8	\$4,006.67	\$393.33	\$4,006.67	\$393.33	\$4,006.66	\$393.34
9	\$340.00	\$1,020.00	\$340.00	\$1,020.00	\$340.00	\$1,020.00
10	\$1,400.00	\$0.00	\$1,400.00	\$0.00	\$1,400.00	\$0.00
11	\$0.00	\$1,440.00	\$0.00	\$1,440.00	\$0.00	\$1,440.00
	\$57,441.48	\$28,078.52	\$56,651.48	\$28,868.52	\$57,441.48	\$25,578.52

The full scope of services for the North Housing Block A projects are attached in the following pages.



CIVIL ENGINEERS | SURVEYORS | PLANNERS

January 8, 2024
Job No.: 2551-000

Proposal to Provide
Civil Engineering Services

**North Housing Site – Phase 1
Phase 1 (2.8± Acres)
Alameda, California**

Description of Work

MAPPING AND CIVIL CONSTRUCTION DOCUMENTS

I. Task 1 - Pre-Construction A.L.T.A. Survey (Assumes 3 Total)

- A. Prepare an A.L.T.A. Survey for each building parcel in conformance with the 2021 Minimum Detail Requirements for A.L.T.A. / N.S.P.S. Land Title Surveys. The survey will include the following Table A items: 2, 3, 4, 8, 13 and 16. The survey will use existing aerial topography as a base.

II. Task 2 - Design Development

A. Aerial Topography

1. Prepare a 1"=20' scale aerial topographic survey with one-foot contour intervals of the site and surrounding areas.

B. Topographic Details

1. Field survey the location and elevation of utility connection points, as necessary.
2. Field survey the location and elevation of curbs, pavement, cross sections, trees, and other areas not shown clearly on the aerial topographic survey as necessary to complete the final design.

C. Utility Survey

1. Procure an underground utility locator to mark the locations of underground utilities that are identified through ground penetrating radar and electromagnetic field induction methods. Utilities will be located to extent feasible. (Assume 2 Days of Utility Locator)
2. Field survey the utility markings and manholes, structures, vaults, etc. that are visible at ground surface. (Assume 2 Days of Survey Crew)

2633 CAMINO RAMON, SUITE 350 | SAN RAMON, CALIFORNIA 94583 | (925) 866-0322
1430 BLUE OAKS BOULEVARD, SUITE 110 | ROSEVILLE, CALIFORNIA 95747 | (916) 788-4456

www.cbandg.com



AHA North Housing Site – Phase 1
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January 8, 2024
Job No.: 2551-000

3. Prepare an existing utility map that depicts the locations of surveyed utilities.

D. Site Plan Refinement

1. Coordinate final architectural base footprints with Consultants and revise the Base Plan, as necessary.
2. Assist the Project Team with defining the limits of site improvements and utilities to be included with each building / phase of construction.
3. Finalize vertical / horizontal building relationships and accessible paths of travel with Client and Architect.
4. Establish building utility points of connection and confirm dry utility locations with the Architect, MEP Consultant, Dry Utility Consultant and Client.
5. Review and refine the preliminary grading and drainage design to be coordinated with the updated Site Landscaping Plan and project phasing. Assess elevations required to comply with City of Alameda stormwater ordinances, drainage, adjacent property conditions and accessible paths of travel for each phase.
6. Provide and coordinate Base Sheets and electronic files for use by other Consultants.

E. Design Review Assistance

1. Prepare technical exhibits to be included in the Design Review Package for the Block A based on the City of Alameda requirements, including:
 - a. Existing Conditions / Demolition Plan
 - b. Site Survey Exhibit
 - c. Preliminary Grading and Drainage Plan
 - d. Preliminary Utility Plan
 - e. Preliminary Stormwater Management Plan
 - f. Preliminary Fire Access Plan
2. Complete stormwater required checklist and forms in accordance with the City of Alameda requirements.



AHA North Housing Site – Phase 1
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F. Civil Design Development Plans

1. Update the Civil Schematic Design Plans to be separated for the Respite Center.
2. Incorporate design updates determined through the Site Plan refinement and grading and drainage review and refinement tasks.

III. Task 3 - Construction Documents

A. Rough Grading Plans

1. Prepare one set of Rough Grading Plans in accordance with the City of Alameda requirements.

B. On-Site Improvement Plans (Parking Lot)

1. Prepare one set of Improvement Plans for the parking lot in accordance with City of Alameda requirements.

C. Frontage Improvement Plans (Lakehurst Circle and Mabuhay Street) (750± LF)

1. Prepare one set of Improvement Plans for improvements and utility connections for the Lakehurst Circle and Mabuhay Street frontages. Assumes improvements to utility connections, frontage improvements and sidewalk replacement along the frontages.

D. Improvement Plans
(Mabuhay Street to Singleton Avenue – 380± LF)

1. Prepare one set of Improvement Plans for improvements and utilities for Mabuhay Street improvements from Lakehurst Circle to Singleton Avenue.

E. On-Site Fine Grade and Common Area Drainage Plan

1. Prepare 1"=10' scale Fine Grading Plans including common area drainage to establish finish grade elevations in accordance with City of Alameda requirements.

F. Final Map

1. Prepare one Final Map including easements and certificates.



AHA North Housing Site – Phase 1
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G. Condominium Plan

1. Prepare Condominium Plan for the building air space associated with the third building.

H. Erosion Control Plan

1. Prepare an Erosion Control Plan in accordance with City of Alameda requirements.

I. Stormwater Management Plan (Water Quality)

1. Prepare a Stormwater Management Plan (Water Quality) in accordance with City of Alameda requirements.

J. Operations and Maintenance Plan

1. Prepare a Stormwater Operations and Maintenance Plan in accordance with City of Alameda requirements.

K. Cost and Bond Estimates

1. Prepare an Engineer's Cost Estimate for public and private improvements based on plans submitted for first plan check.
2. Prepare an Engineer's Bond Estimate for public improvements based on plans submitted for first plan check.

L. Utility Studies

1. Prepare utility studies and calculations for the sanitary sewer and storm drain systems.

M. EBMUD Main Extension Application / Processing

1. Prepare documents and exhibits required for water service application submittal.
2. Coordinate with EBMUD staff and the City of Alameda Fire Department on preliminary service and fire hydrant locations for EBMUD to establish a project cost estimate.
3. Coordinate with EBMUD to facilitate site water service design and construction documents.



AHA North Housing Site – Phase 1
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N. Miscellaneous Tasks and Exhibits

1. Perform miscellaneous tasks and prepare miscellaneous exhibits as requested by Client.

O. Bid Assistance

1. Prepare bid quantities in Client's format.
2. Assist Client with responding to questions from Contractors.

P. Meetings, Teleconferences and Processing

1. Attend meetings and hearings, participate in teleconferences, and assist Client in processing plans and permits with the City of Alameda staff, Title Company, Contractors, etc.
2. Coordinate design criteria with Architect, Landscape Architect, Structural Engineer, Geotechnical Engineer, and Dry Utility Consultant, etc.

IV. Task 4 - Construction Administration

- A. Review and approve Contractor's submittals.
- B. Respond to RFI's submitted by Contractor.
- C. Assist the Architect in preparing ASI's, Proposal Requests, Change Orders and Construction Change Directives.
- D. Assist the Architect in preparing Punch List items and determining dates of Substantial Completion and Final Completion.

V. Task 5 - Post Construction A.L.T.A. Survey

A. As-Built A.L.T.A. Survey

1. Prepare an A.L.T.A. survey of the site in conformance with the 2021 Minimum Detail Requirements for A.L.T.A. / N.S.P.S. Land Title Surveys. The survey will use new aerial planimetry as a base. The survey will:
 - a. Depict the location of the improvements (other than off-site improvements).



AHA North Housing Site – Phase 1
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- b. Depict the location of and indicate the recording information applicable to all Permitted Exceptions for the Project that are locatable on the land.
- c. Plot and place on the face of the survey the legal description for the land.
- d. Show (a) all front, side, and rear setbacks and minimum distance between structures, and (b) and other developmental standards and requirements which are imposed upon the standards and requirements which are imposed upon the Project under any title exception or requirements, and which are provided to the Surveyor prior to the final preparation of the survey.
- e. Depict any portion of the Land which is classified as either a "wetlands" area (delineated by others) or a flood hazard area.
- f. Be certified to the Company, Investor, Developer, and the Title Company using the current A.L.T.A. approved surveyor's certificate.

VI. Reimbursables

- A. Printing and Computer Plots.
- B. Delivery Services and UPS.
- C. Acquisition of Record Materials.
- D. Mileage, Tolls, and Parking.

ADDITIONAL SERVICES REQUEST #1

VII. Stormwater Management Redesign

- A. Redesign the locations and sizes of the stormwater management facilities due to architectural changes (primarily fire ladder pad conflict) that were identified after Schematic Design was finalized.
- B. Coordinate with Architect and Landscape Architect to revise the Stormwater Management Plan.



AHA North Housing Site – Phase 1
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Job No.: 2551-000

ADDITIONAL SERVICES REQUEST #2

VIII. On-Site Improvement Plan Revisions

- A. Incorporate revisions to the Civil On-Site Improvement Plans necessary to be consistent with the Final Landscape Plans.
- B. Revise the Stormwater Management Plan and calculations to incorporate the revised stormwater designs reflected in the Final Landscape Plans.
- C. Revise the Stormwater Management Plan and calculations to be coordinated with the revised / final roof drainage design.

IX. Pre-Construction Assistance

- A. Attend pre-construction Owner / Architect / Contractor bi-weekly meetings as requested. (Assume 12 Meetings)

X. Storm Water Pollution Prevention Plan (SWPPP)

- A. Prepare a Rise Assessment in accordance with the State Water Quality Control Board requirements.
- B. Prepare a Storm Water Pollution Prevention Plan (SWPPP) for the project.
- C. Upload the SWPPP and other permit registration documents to the SMARTS website.

XI. Additional Miscellaneous Tasks, Exhibits and Meeting

- A. Perform additional miscellaneous tasks, prepare miscellaneous exhibits and attend meetings as request by Client necessary to support the extended Project schedule.

XII. Assumptions

- A. Presentation at Public Hearings will be made by Client. Carlson, Barbee & Gibson, Inc. representatives will attend to answer / address technical issues and questions.
- B. Client will pay all agency fees, allow access to property, and retain all other necessary consultants.
- C. Client will provide a current title report and all other applicable studies and reports.

**AHA North Housing Site – Phase 1**

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January 8, 2024

Job No.: 2551-000

- D. Fees will be charged per the attached Standard Hourly Charge Rate Schedule, which is in effect through June 30, 2024. The estimated fee amounts are for budget purposes only. Certain line items may be exceeded; the total estimated fee will not be exceeded without authorization.
- E. Other Consultants will provide electronic files in AutoCAD format.
- F. Qualified SWPPP Developer (QSD) services are limited to this scope. Client will obtain a separate QSD to provide construction related services.

XIII. Exclusions

- A. Equipment for potholing of existing underground facilities.
- B. Design or survey of improvements not specifically included.
- C. Landscape or Irrigation Plans, Streetlight or Joint Trench / Dry Utility Design, Fencing Plans.
- D. Borrow Plan or Demolition Plan.
- E. Records of Survey.
- F. Planning / Infrastructure analysis of Habitat for Humanity parcel.
- G. Qualified SWPPP Developer (QSD) on-site visual inspections associated with construction activities.
- H. SWPPP or annual updates for SWPPP compliance, Preparation or Processing of a Change of Information (COI), Preparation or Processing of an Annual Report (AR), Preparation or Processing of a Notice of Termination (NOT), Qualified SWPPP Practitioner (QSP) Services.



January 8, 2024
Job No.: 2551-000

Fee Summary

North Housing Site – Phase 1
Phase 1 (2.8± Acres)
Alameda, California

<u>Description of Work</u>				<u>Estimated Total Fee</u>	<u>Block A / Full Site</u>	<u>Fee Breakdown</u>		
						<u>The Estuary I</u>	<u>The Estuary II</u>	<u>Linnet Corner</u>
<u>MAPPING AND CIVIL CONSTRUCTION DOCUMENTS</u>								
I.	Task 1 - Pre-Construction A.L.T.A. Survey			\$ 5,000 (Each)	Block A	\$ 5,000	\$ 5,000	\$ 5,000
	Subtotal Pre-Construction A.L.T.A. Survey			\$ 15,000		\$ 5,000	\$ 5,000	\$ 5,000
II.	Task 2 - Design Development							
	A.	Aerial Topography		\$ 4,500	Full Site	\$ 1,500	\$ 1,500	\$ 1,500
	B.	Topographic Details		\$ 3,500	Full Site	\$ 1,167	\$ 1,167	\$ 1,167
	C.	Utility Survey		\$ 8,500	Block A	\$ 2,833	\$ 2,833	\$ 2,833
	D.	Site Plan Refinement		\$ 5,000	Block A	\$ 1,667	\$ 1,667	\$ 1,667
	E.	Design Review Assistance		\$ 6,000	Block A	\$ 2,000	\$ 2,000	\$ 2,000
	F.	Civil Design Development Plans		\$ 8,000	Block A	\$ 2,667	\$ 2,667	\$ 2,667
		Subtotal Design Development		\$ 35,500		\$ 11,833	\$ 11,833	\$ 11,833
III.	Task 3 - Construction Documents							
	A.	Rough Grading Plans		\$ 10,000	Block A	\$ 3,333	\$ 3,333	\$ 3,333
	B.	On-Site Improvement Plans (Parking Lot)		\$ 15,000	Block A	\$ 5,000	\$ 5,000	\$ 5,000
	C.	Frontage Improvement Plans (Lakehurst Circle and Mabuhay Street) (750± LF)		\$ 30,000	Full Site	\$ 10,000	\$ 10,000	\$ 10,000



North Housing Site – Phase 1

Page 2 of 3

January 8, 2024

Job No.: 2551-000

Description of Work	Estimated Total Fee	Block A / Full Site	Fee Breakdown		
			The Estuary I	The Estuary II	Linnet Corner
D. Improvement Plans (Mabuhay Street to Singleton Avenue – 380± LF)	\$ 15,000	Block A	\$ 5,000	\$ 5,000	\$ 5,000
E. On-Site Fine Grade and Common Area Drainage Plan	\$ 10,000	Block A	\$ 3,333	\$ 3,333	\$ 3,333
F. Final Map	\$ 20,000	Full Site	\$ 6,667	\$ 6,667	\$ 6,667
G. Condominium Plan	\$ 5,000	Block A	\$ 2,500	\$ 2,500	\$ -
H. Erosion Control Plan	\$ 2,000	Block A	\$ 667	\$ 667	\$ 667
I. Stormwater Management Plan (Water Quality)	\$ 4,000	Block A	\$ 1,333	\$ 1,333	\$ 1,333
J. Operations and Maintenance Plan	\$ 2,500	Block A	\$ 833	\$ 833	\$ 833
K. Cost and Bond Estimates	\$ 3,000	Block A	\$ 1,000	\$ 1,000	\$ 1,000
L. Utility Studies	\$ 3,000	Block A	\$ 1,000	\$ 1,000	\$ 1,000
M. EBMUD Main Extension Application / Processing	\$ 3,000	Full Site	\$ 1,000	\$ 1,000	\$ 1,000
N. Miscellaneous Tasks and Exhibits	\$ 5,000	Block A	\$ 1,667	\$ 1,667	\$ 1,667
O. Bid Assistance	\$ 2,000	Block A	\$ 667	\$ 667	\$ 667
P. Meetings, Teleconferences and Processing	\$ 5,000	Block A	\$ 1,667	\$ 1,667	\$ 1,667
Subtotal Construction Documents	\$ 134,500		\$ 45,667	\$ 45,667	\$ 43,167
IV. Task 4 - Construction Administration	\$ 10,000	Block A	\$ 3,333	\$ 3,333	\$ 3,333
Subtotal Construction Administration	\$ 10,000		\$ 3,333	\$ 3,333	\$ 3,333
V. Task 5 - Post Construction A.L.T.A. Survey	\$ 8,000 (Each)	Block A	\$ 8,000	\$ 8,000	\$ 8,000
Subtotal Post Construction A.L.T.A. Survey	\$ 24,000		\$ 8,000	\$ 8,000	\$ 8,000
VI. Reimbursables (Cost +10%)	\$ 2,000		\$ 667	\$ 667	\$ 667



North Housing Site – Phase 1

Page 3 of 3

January 8, 2024

Job No.: 2551-000

<u>Description of Work</u>	<u>Estimated Total Fee</u>	<u>Block A / Full Site</u>	Fee Breakdown		
			<u>The Estuary I</u>	<u>The Estuary II</u>	<u>Linnet Corner</u>
<u>ADDITIONAL SERVICES REQUEST #1</u>					
VII. Stormwater Management Redesign	\$ 7,260		\$ 2,420	\$ 2,420	\$ 2,420
Subtotal Additional Services Request #1	\$ 7,260		\$ 2,420	\$ 2,420	\$ 2,420
<u>ADDITIONAL SERVICES REQUEST #2</u>					
VIII. On-Site Improvement Plan Revisions	\$ 13,200		\$ 4,400	\$ 4,400	\$ 4,400
IX. Pre-Construction Assistance	\$ 4,080		\$ 1,360	\$ 1,360	\$ 1,360
X. Storm Water Pollution Prevention Plan (SWPPP)	\$ 4,200		\$ 1,400	\$ 1,400	\$ 1,400
XI. Additional Miscellaneous Tasks, Exhibits and Meetings	\$ 4,320		\$ 1,440	\$ 1,440	\$ 1,440
Subtotal Additional Services Request #2	\$ 25,800		\$ 8,600	\$ 8,600	\$ 8,600
Total	\$ 254,060		\$ 85,520.00	\$ 85,520.00	\$ 83,020.00

Fees will be charged per the attached Standard Hourly Charge Rate Schedule, which is in effect through June 30, 2024. The estimated fee amounts are for budget purposes only. Certain line items may be exceeded; the total estimated fee will not be exceeded without authorization.



CIVIL ENGINEERS | SURVEYORS | PLANNERS

STANDARD HOURLY CHARGE RATE SCHEDULE

Effective through June 30, 2024

Engineering

Project Manager.....	\$245
Senior Engineer.....	\$220 - \$235
Project Engineer.....	\$195 - \$210
Staff Engineer.....	\$170 - \$185
Assistant Engineer	\$145 - \$165

Planning

Senior Planner	\$215 - \$235
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Surveying

Survey Manager	\$245
Senior Surveyor	\$220 - \$235
Project Surveyor.....	\$195 - \$210
Staff Surveyor	\$170 - \$185
Assistant Surveyor	\$145 - \$165

Party Chief.....	\$205
Chainman	\$115

Drafting

CAD Technician.....	\$145
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Administration

Clerical	\$88
Reimbursables	Cost + 10%

Management

Principal	\$270
Associate	\$255

RY

Exhibit C



CARLSON,
BARBEE &
GIBSON, Inc.

2021 SEP -2 PM 3: 10

Invoice

HOUSING AUTHORITY
OF THE CITY OF ALAMEDA

Alameda Housing Authority
ATTN: Richard Yoshida
701 Atlantic Avenue
Alameda, CA 94501-2161

July 31, 2021

Project No: 2551-000-07

Invoice No: 111840

NORTH HOUSING SITE – PHASE 1
Mapping and Civil Construction Documents
Phase 1 (2.8± Acres)
Alameda, California
Contract: Not Yet Issued

Description	Contract Amount	Billing to Date	Previously Billed	Current Billing
I. Task 1 - Pre-Construction ALTA Survey	15,000.00	0.00	0.00	0.00
(3 Parcels in Block A)	0.00	0.00	0.00	0.00
II. Task 2 - Design Development	0.00	0.00	0.00	0.00
A. Aerial Topography	4,500.00	0.00	0.00	0.00
B. Topographic Details	3,500.00	0.00	0.00	0.00
C. Utility Survey	8,500.00	0.00	0.00	0.00
D. Site Plan Refinement	5,000.00	3,520.00	0.00	3,520.00
E. Design Review Assistance	6,000.00	1,510.00	0.00	1,510.00
F. Civil Design Development Plans	8,000.00	1,880.00	0.00	1,880.00
III. Task 3 - Construction Documents	0.00	0.00	0.00	0.00
A. Rough Grading Plans	10,000.00	0.00	0.00	0.00
B. On-Site Improvement Plans (Parking Lot)	15,000.00	0.00	0.00	0.00
C. Frontage Improvement Plans (Lakehurst Circle and Mabuhay Street) (750± LF)	30,000.00	0.00	0.00	0.00
D. Optional Task-Improvement Plans	0.00	0.00	0.00	0.00
(Mabuhay St to Singleton Ave – 380± LF)	15,000.00	0.00	0.00	0.00
E. On-Site Fine Grade and Common Area	10,000.00	0.00	0.00	0.00
Drainage Plan	0.00	0.00	0.00	0.00
F. Final Map	20,000.00	0.00	0.00	0.00
G. Optional Task – Condominium Plan	5,000.00	0.00	0.00	0.00
H. Erosion Control Plan	2,000.00	0.00	0.00	0.00
I. Stormwater Mgmt Plan (Water Quality)	4,000.00	0.00	0.00	0.00
J. Operations and Maintenance Plan	2,500.00	0.00	0.00	0.00
K. Cost and Bond Estimates	3,000.00	0.00	0.00	0.00
L. Utility Studies	3,000.00	0.00	0.00	0.00
M. EBMUD Main Extension	3,000.00	0.00	0.00	0.00
App/Processing				
N. Miscellaneous Tasks and Exhibits	5,000.00	0.00	0.00	0.00
O. Bid Assistance	2,000.00	0.00	0.00	0.00
P. Meetings, Teleconferences, Processing	5,000.00	0.00	0.00	0.00
IV. Task 4 - Construction Administration	10,000.00	0.00	0.00	0.00

2633 CAMINO RAMON, SUITE 350 • SAN RAMON, CA 94583 • (925) 866-0322 • www.cbandg.com
SAN RAMON • SACRAMENTO

Project	2551-000-07	Mapping & CDs Ph 1 NORTH HOUSING SITE	Invoice	111840
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V. Task 5-Post Construction ALTA Survey	24,000.00	0.00	0.00	0.00
(3 Parcels in Block A)	0.00	0.00	0.00	0.00
VI. Reimbursables	2,000.00	8.32	0.00	8.32
Total Fee	221,000.00	6,918.32	0.00	6,918.32

Total				6,918.32
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Total this Invoice	\$6,918.32
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	Current	Prior	Total	Received	A/R Balance
Billings to Date	6,918.32	0.00	6,918.32	0.00	6,918.32

Authorized By: 

Project	2551-000-07	Mapping & CDs Ph 1 NORTH HOUSING SITE	Invoice	111840
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Billing Backup

Thursday, August 26, 2021

Carlson, Barbee & Gibson, Inc.

Invoice 111840 Dated 7/31/2021

1:51:22 PM

Reimbursable Expenses

In-House Printing and Reproduction

MI ARGOS07312 7/31/2021	IN-HOUSE PRINTS	7.56
02		

Total Reimbursables**1.1 times 7.56 8.32****Total this Project \$8.32****Total this Report \$8.32**

AMENDED AND SUPERSEDED CONSULTANT SERVICES AGREEMENT

THIS AMENDED AND SUPERSEDED CONSULTANT SERVICES AGREEMENT ("Agreement"), entered into this 4th day of January 2024 ("Effective Date"), by and between MABUHAY AND LAKEHURST LP, a California limited partnership (hereinafter referred to as "Client"), and CARLSON, BARBEE, AND GIBSON, INC., a California corporation whose address is 2633 Camino Ramon, Suite 350, San Ramon, CA 94583, (hereinafter referred to as "Consultant"), is made with reference to the following:

RECITALS:

A. Client is a California limited partnership affiliated with Island City Development ("ICD") and the Housing Authority of the City of Alameda (AHA) and is duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.

B. Consultant is trained, experienced and competent to perform the professional services which will be required by this Agreement; and

C. Consultant possesses the skill, experience, ability, background, applicable certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

D. Consultant has provided services related to the Project under the Consultant Services Agreement between ICD and Consultant dated September 1st, 2021, Amendment No.1 dated October 4, 2022, and Amendment No.2 dated March 10, 2023 (collectively "Former Contracts"). The not to exceed amount of the Former Contracts is two hundred fifty-four thousand sixty dollars and zero cents (\$254,060.00). The value of the services associated with the Project is eighty-three thousand twenty dollars and zero cents (\$83,020.00), which is equivalent to approximately one-third of the total Former Contracts costs.

E. Client and Consultant desire to enter into an agreement for Civil Engineering Services for Linnet Corner, also referred to as North Housing Senior Apartments ("Project").

F. Consultant, under the Former Contracts, has completed services valued at one hundred seventy-one thousand five hundred thirty-four dollars and forty-four cents (\$171,534.44) and has received full compensation from ICD for said value. Client agrees to purchase a third of the services or products completed by the Consultant in accordance with the Former Contracts, including all documents, reports, plans, and other deliverables prepared by the Consultant as well as all rights and responsibilities from the Former Contracts, from ICD. The value of the services to be purchased by Client and credited to this Agreement is fifty-seven thousand four hundred forty-one dollars and forty-eight cents (\$57,441.48, "Credited Amount").

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM:

The term of this Agreement shall commence on the Effective Date and end on December 31, 2026 (the "Completion Date"), unless terminated earlier as set forth herein.

2. **SERVICES TO BE PERFORMED:**

Consultant shall perform the scope of services set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference.

3. **COMPENSATION TO CONSULTANT:**

Client agrees to compensate Consultant pursuant to the terms and conditions of this Agreement only for the performance, to the reasonable satisfaction of Client, of those tasks which take place during the term of this Agreement. Client will not be obligated to compensate Consultant for any work, services, or functions performed by Consultant which do not arise directly from the performance of tasks relating to the Scope of Services as outlined in Exhibit A, and according to the Fee Schedule set forth in Exhibit B. Client shall pay Consultant within thirty (30) days receipt of Consultant's properly submitted invoice conforming to the sample invoice attached hereto as Exhibit C.

Total compensation under this contract will not exceed eighty-three thousand twenty dollars and zero cents (\$83,020.00), including all expenses ("Contracted Amount"). The Contracted Amount includes a value of services already completed and credited to this Agreement equivalent to fifty-seven thousand four hundred forty-one dollars and forty-eight cents (\$57,441.48), "Credited Amount"). The remaining balance of the Contracted Amount to be paid upon completion of outstanding services is twenty-five thousand five hundred seventy-eight dollars and fifty-two cents (\$25,578.52).

4. **TIME IS OF THE ESSENCE:**

Consultant and Client agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE:**

Any other provision hereof notwithstanding, Consultant agrees that it has performed and has been fully compensated for services as indicated in Exhibit A and will continue to perform all remaining to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the Client nor have any contractual relationship with Client.

6. **INDEPENDENT PARTIES:**

The Consultant is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of Client or its affiliates. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by Client or its affiliates' to their employees, including but not limited to unemployment insurance, workers' compensation coverage, vacation and sick leave are available from Client to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

Client and Consultant agree that during the term of this Agreement and for a period of one year after termination, the parties shall not solicit for employment, hire, or retain, whether as an employee or independent contractor, any person who is or has been employed by the other without written agreement by the other party.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Consultant assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal or state rules and regulations. Consultant shall indemnify and hold Client and its affiliates harmless from and against any loss, damage, liability, costs or expenses incurred by Client arising from any noncompliance of this provision by Consultant. Consultant's indemnification obligations set forth in this Section 7. shall survive the expiration and termination of this Agreement.

8. NON-DISCRIMINATION:

Consistent with ICD's policy that harassment and discrimination are unacceptable employer/employee conduct, Consultant agrees that harassment or discrimination directed toward a job applicant, a Client or its affiliates' employee, or a citizen by Consultant or Consultant's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, gender identity or sexual orientation will not be tolerated. Consultant agrees that any and all violations of this provision shall constitute a breach of this Agreement.

9. INDEMNIFICATION/DEFENSE/HOLD HARMLESS:

Consultant shall indemnify, defend, and hold harmless Client, ICD, AHA, their respective directors, officers, Board of Commissioners, Board of Directors, elected and appointed officials, employees, agents, representatives, and designated volunteers (individually and collectively hereinafter referred to as "Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Consultant, Consultant shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Consultant. However, Consultant shall not be obligated to indemnify Indemnitees from Claims arising from the sole or active negligence or willful misconduct of Indemnitees. Consultant's indemnification and hold harmless obligations shall survive the expiration and termination of this Agreement.

10. INSURANCE:

Without limiting Consultant's obligation to indemnify and hold Client harmless, on or before the commencement of the terms of this Agreement, Consultant shall furnish Client with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C, D and E. Such certificates, which do not limit Consultant's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the Housing Authority of the City of Alameda by certified mail."

Consultant Services Agreement
Carlson, Barbee, and Gibson, Inc.

Page 4

It is agreed that Consultant shall maintain in force at all times during the performance of the Agreement all appropriate coverage of insurance acceptable to Client and licensed to do insurance business in the State of California.

An endorsement naming the Client as additional insured shall be submitted with the insurance certificates.

A. **COVERAGE:**

Consultant shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000	each occurrence
	\$2,000,000	aggregate – all other
Property Damage:	\$1,000,000	each occurrence
	\$2,000,000	aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$1,000,000 will be considered equivalent to the required minimum limits shown above.

(3) **Automotive:**

Comprehensive automobile liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000	per accident
	\$2,000,000	aggregate
Property Damage:	\$1,000,000	per accident
	\$2,000,000	aggregate

OR

Combined Single Limit:	\$1,000,000	per accident
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(4) **Professional Liability:**

Professional liability insurance which includes coverage for the negligent professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000 per claim and in the annual aggregate.

B. **SUBROGATION WAIVER:**

Consultant agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance that Consultant shall look solely to its insurance for recovery. Consultant hereby grants to Client, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or Client with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of said Consultant may acquire against Client by virtue of the payment of any loss under such insurance.

C. **FAILURE TO SECURE:**

If Consultant, at any time during the term hereof, should fail to secure or maintain the foregoing insurance, Client shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

Client, ICD, AHA, and their respective directors, officers, Board of Commissioners, Board of Directors, elected and appointed officials, employees, agents, representatives, and designated volunteers shall be named as an additional insured under all insurance coverage's, except any professional liability insurance or worker's compensation insurance, required by this Agreement. The naming of an insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof.

Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by Client are not represented as being sufficient to protect Consultant. Consultant is advised to consult Consultant's insurance broker to determine adequate coverage for Consultant.

11. CONFLICT OF INTEREST:

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST ASSIGNMENTS:

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without prior written consent of Client. Any attempt to do so without said consent shall be null and void, and any assignee, sub lessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from Client under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent, but written notice of such assignment shall be promptly furnished to Client by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint venture or syndicate or co tenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. SUBCONTRACTOR APPROVAL:

Unless prior written consent from Client is obtained, only those people and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement. In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of worker's compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

14. **PERMITS AND LICENSES:**

Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including, but not limited to, a City of Alameda business license, that may be required in connection with the performance of services hereunder.

15. **REPORTS:**

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report" reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement shall be the exclusive property of Client. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to Client the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of Client, and all publication rights are reserved to Client.

B. All Reports prepared by Consultant may be used by Client in execution or implementation of:

- (1) The original Project for which Consultant was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original project; and/or
- (4) Other Client or ICD projects as appropriate.

C. Consultant shall, at such time and in such form as Client may require, furnish reports concerning the status of services required under this Agreement.

D. All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on to both sides of the paper except for one original which shall be single sided.

E. No Report, information nor other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by Client.

F. Consultant shall not be held liable for reuse of "Reports" for any purpose other than the original intent of this Agreement.

G. Any other provision hereof notwithstanding, the parties acknowledge and agree that Consultant shall retain ownership of the copyright in and to all preexisting materials, proprietary methodologies, visualizations, software, technical explanations and other creative tangible forms of expression created, developed or owned by Consultant prior to or independent of any project performed pursuant to this Agreement ("Standard Details"), even if the Standard Details are used in connection with the Client projects and/or incorporated into the Reports. The term "Reports" as used in this Section 15 shall not include the Standard Details.

16. **RECORDS:**

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by Client that relate to the performance of services under this Agreement.

Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of Client or its designees to such books and records at proper times following two (2) days prior written consent; and gives Client the right to examine and audit same, and to make transcripts there from as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with

Consultant Services Agreement
Carlson, Barbee, and Gibson, Inc.

Page 7

supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

17. **NOTICES:**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. The foregoing notwithstanding, routine communications in furtherance of any services may be given by either party to the other party by any of the foregoing methods or by electronic mail.

All notices, demands, requests or approvals from Consultant to Client shall be addressed to AHA at:

Island City Development
c/o: Mabuhay and Lakehurst LP
701 Atlantic Avenue
Alameda, CA 94501-2161
Attention: Vanessa Cooper, President

All notices, demands, requests, or approvals from Client to Consultant shall be addressed to Consultant at:

Carlson, Barbee, & Gibson, Inc.
2633 Camino Ramon, Suite 350
San Ramon, CA 94583
Attention: Angelo Obertello, Principal

18. **NO SMOKING, DRINKING OR RADIO USE:**

Consultant agrees and acknowledges that smoking of tobacco products, drinking alcoholic beverages, and listening to radios is prohibited at any ICD site, including individual units, common areas, and every building and adjoining grounds. Consultant shall ensure that his/her employees and suppliers comply with these prohibitions.

19. **TERMINATION:**

In the event Consultant hereto fails or refuses to perform any of its obligations hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of three (3) business days after receipt by Consultant from Client of written notice of default, specifying the nature of such default and the steps necessary to cure such default, Client may terminate the Agreement forthwith by giving to the Consultant written notice thereof. Consultant will not be held responsible for failure to perform in the event such failure is due to delay caused by Client. Client shall have the option, at its sole discretion, to terminate this Agreement without cause by giving seven (7) days' prior written notice to Consultant as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

20. **COMPLIANCES:**

Consultant shall comply with all state and federal laws, all City of Alameda ordinances, and all rules and regulations enacted or issued by Client applicable to Consultant's services. In the event

that the Consultant encounters a potential conflict between state, federal or local law, Consultant shall inform Client and Client shall direct Consultant on proper course of action.

21. **GOVERNING LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.)

Any suits brought pursuant to this Agreement shall be filed with the Courts of the County of Alameda, the State of California.

22. **ADVERTISEMENT:**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from Client to do otherwise.

23. **CONFIDENTIALITY:**

A. **Definition.** Confidential Information, as used in this Agreement, shall mean any Client client data.

B. **Nondisclosure and Nonuse Obligation.** Consultant agrees that it will not use, disseminate, or in any way disclose any Confidential Information to any person, firm or business, except that Consultant may use Confidential Information to the extent necessary to perform its obligations under this Agreement. Consultant agrees that it shall treat all Confidential Information with the same degree of care as the Consultant accords to its own Confidential Information, but in no case less than reasonable care. Consultant agrees that it shall disclose Confidential Information only to those of its employees, subconsultants, and planning or building department officials with jurisdiction over the project. Consultant shall inform its employees of Consultant's obligations under this Section and shall require its employees to confirm their agreement to be bound by confidentiality provisions applicable to Consultant under this Agreement. Consultant shall immediately give written notice to Client of any unauthorized use or disclosure of Confidential Information known to Consultant.

C. **Exclusions from Nondisclosure and Nonuse Obligations.** The obligations under 23B ("Nondisclosure and Nonuse Obligation") shall not apply to such portion that Consultant can document was i) in the public domain at the time such portion was disclosed or used, ii) was disclosed in response to a valid court order, or iii) was previously known to Consultant.

D. **Ownership and Return of Confidential Information and Other Materials.** All Confidential Information shall remain the property of the Client. At Client's request and no later than five (5) business days after such request, Consultant shall promptly destroy or deliver to Client, at Client's option, i) all materials furnished to Consultant, ii) all tangible media of expression in Consultant's possession or control to the extent that such tangible media incorporate any of the Confidential Information, and iii) written certification of the Consultant's compliance with such obligations under this sentence.

24. **WAIVER:**

A waiver by either party of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein whether of the same or a different character.

25. **INTEGRATED CONTRACT:**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both Client and Consultant.

26. **CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

27. **NONLIABILITY OF CLIENT, ICD, AHA OFFICIALS AND EMPLOYEES.**

No member, official employee or consultant of ICD, AHA shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by ICD, AHA or for any amount which may become due to the Consultant or to its successor, or on any obligation under the terms of this Agreement.

28. **AUTHORITY TO SIGN.**

Consultant hereby represents that the persons executing this Agreement on behalf of Consultant have full authority to do so and to bind Consultant to perform pursuant to the terms and conditions of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

Consultant Services Agreement
Carlson, Barbee, and Gibson, Inc.

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IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

"CONSULTANT"

Carlson, Barbee, and Gibson, Inc., a
California corporation

DocuSigned by:
By: Angelo Obertello
EC5CA6B336644F6...

Name: Angelo Obertello

Its: Principal

"CLIENT"

Mabuhay and Lakehurst LP, a California
limited partnership

By: ICD Mabuhay LLC, a California limited
liability company, its managing
general partner

By: Island City Development, a
California nonprofit public
benefit corporation, its sole
manager

DocuSigned by:
By: Vanessa Cooper ^{DS} SM ^{DS} PH
5AFA57239EC2484...
Vanessa Cooper,
President

EXHIBIT A
SCOPE OF SERVICES & FEE BREAKDOWN

Per Project lender and investor requirements, the Former Contracts are being trifurcated into three separate contracts, one per North Housing Block A project, with each contract equivalent to approximately a third of the original scope and value. The below table represents the scope of services to be performed by the Consultant, including work previously completed under the Former Contracts and credited to this Agreement.

CBG CIVIL CONTRACT FEE BREAKDOWN FOR NORTH HOUSING BLOCK A

Task	Name	Total Fee for North Housing Block A	Billed to Date*	Work Completed**
1	Pre-Construction ALTA Survey	\$15,000.00	\$1,580.00	11%
2	Design Development	\$35,500.00	\$35,500.00	100%
3	Construction Documents	\$134,500.00	\$107,440.00	80%
4	Construction Administration	\$10,000.00	\$1,530.00	15%
5	Post-Construction ALTA Survey	\$24,000.00	\$0.00	0%
6	Reimbursables	\$2,000.00	\$984.44	49%
7	ASR1-Stormwater Management Redesign	\$7,260.00	\$7,260.00	100%
8	ASR2-On-Site Improvement Plan Revisions	\$13,200.00	\$12,020.00	91%
9	ASR2-Pre-Construction Assistance	\$4,080.00	\$1,020.00	25%
10	ASR2-StormWater Pollution Prevention Plan	\$4,200.00	\$4,200.00	100%
11	ASR2-Add'l Misc Tasks, Exhibits & Meetings	\$4,320.00	\$0.00	0%
	Total	\$254,060.00	\$171,534.44	

* The value in this column represents the amount billed and received to date by Consultant for the total work completed under the Former Contracts as of the effective date of this contract. A portion of this value is credited to the Agreement as outlined in the next table.

** The percentages in this column represent the percentage of scope of services completed and retained under the Former Contracts as of the effective date of this contract. The balance of the work is to be completed by the Consultant.

Consultant Services Agreement
Carlson, Barbee, and Gibson, Inc.

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The below tables summarize the division of scope and fees among the trifurcated contracts. The breakdown in the orange cells is applicable to the Linnet Corner project. The total fee for the Project under the Agreement is \$83,020.00, which includes a credit of \$57,441.48 for work completed and a balance of \$25,578.52 for outstanding scope of work.

Task	Fee for The Estuary I	Fee for The Estuary II	Fee for Linnet Corner
1	\$5,000.00	\$5,000.00	\$5,000.00
2	\$11,833.33	\$11,833.33	\$11,833.34
3	\$45,666.67	\$45,666.67	\$43,166.66
4	\$3,333.34	\$3,333.33	\$3,333.33
5	\$8,000.00	\$8,000.00	\$8,000.00
6	\$666.66	\$666.67	\$666.67
7	\$2,420.00	\$2,420.00	\$2,420.00
8	\$4,400.00	\$4,400.00	\$4,400.00
9	\$1,360.00	\$1,360.00	\$1,360.00
10	\$1,400.00	\$1,400.00	\$1,400.00
11	\$1,440.00	\$1,440.00	\$1,440.00
	\$85,520.00	\$85,520.00	\$83,020.00

The Estuary I (PSH I) Contract			The Estuary II (PSH II) Contract		Linnet Corner (Seniors) Contract	
Task	Fee Credited to LAKEHURST LP	Remaining Fee	Fee Credited to MOSLEY LP	Remaining Fee	Fee Credited to MABUHAY LP	Remaining Fee
1	\$790.00	\$4,210.00	\$0.00	\$5,000.00	\$790.00	\$4,210.00
2	\$11,833.33	\$0.00	\$11,833.33	\$0.00	\$11,833.34	\$0.00
3	\$35,813.33	\$9,853.34	\$35,813.34	\$9,853.33	\$35,813.33	\$7,353.33
4	\$510.00	\$2,823.34	\$510.00	\$2,823.33	\$510.00	\$2,823.33
5	\$0.00	\$8,000.00	\$0.00	\$8,000.00	\$0.00	\$8,000.00
6	\$328.15	\$338.51	\$328.14	\$338.53	\$328.15	\$338.52
7	\$2,420.00	\$0.00	\$2,420.00	\$0.00	\$2,420.00	\$0.00
8	\$4,006.67	\$393.33	\$4,006.67	\$393.33	\$4,006.66	\$393.34
9	\$340.00	\$1,020.00	\$340.00	\$1,020.00	\$340.00	\$1,020.00
10	\$1,400.00	\$0.00	\$1,400.00	\$0.00	\$1,400.00	\$0.00
11	\$0.00	\$1,440.00	\$0.00	\$1,440.00	\$0.00	\$1,440.00
	\$57,441.48	\$28,078.52	\$56,651.48	\$28,868.52	\$57,441.48	\$25,578.52

The full scope of services for the North Housing Block A projects are attached in the following pages.



CIVIL ENGINEERS | SURVEYORS | PLANNERS

January 8, 2024
Job No.: 2551-000

Proposal to Provide
Civil Engineering Services

**North Housing Site – Phase 1
Phase 1 (2.8± Acres)
Alameda, California**

Description of Work

MAPPING AND CIVIL CONSTRUCTION DOCUMENTS

I. Task 1 - Pre-Construction A.L.T.A. Survey (Assumes 3 Total)

- A. Prepare an A.L.T.A. Survey for each building parcel in conformance with the 2021 Minimum Detail Requirements for A.L.T.A. / N.S.P.S. Land Title Surveys. The survey will include the following Table A items: 2, 3, 4, 8, 13 and 16. The survey will use existing aerial topography as a base.

II. Task 2 - Design Development

A. Aerial Topography

1. Prepare a 1"=20' scale aerial topographic survey with one-foot contour intervals of the site and surrounding areas.

B. Topographic Details

1. Field survey the location and elevation of utility connection points, as necessary.
2. Field survey the location and elevation of curbs, pavement, cross sections, trees, and other areas not shown clearly on the aerial topographic survey as necessary to complete the final design.

C. Utility Survey

1. Procure an underground utility locator to mark the locations of underground utilities that are identified through ground penetrating radar and electromagnetic field induction methods. Utilities will be located to extent feasible. (Assume 2 Days of Utility Locator)
2. Field survey the utility markings and manholes, structures, vaults, etc. that are visible at ground surface. (Assume 2 Days of Survey Crew)

2633 CAMINO RAMON, SUITE 350 | SAN RAMON, CALIFORNIA 94583 | (925) 866-0322
1430 BLUE OAKS BOULEVARD, SUITE 110 | ROSEVILLE, CALIFORNIA 95747 | (916) 788-4456

www.cbandg.com



AHA North Housing Site – Phase 1
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January 8, 2024
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3. Prepare an existing utility map that depicts the locations of surveyed utilities.

D. Site Plan Refinement

1. Coordinate final architectural base footprints with Consultants and revise the Base Plan, as necessary.
2. Assist the Project Team with defining the limits of site improvements and utilities to be included with each building / phase of construction.
3. Finalize vertical / horizontal building relationships and accessible paths of travel with Client and Architect.
4. Establish building utility points of connection and confirm dry utility locations with the Architect, MEP Consultant, Dry Utility Consultant and Client.
5. Review and refine the preliminary grading and drainage design to be coordinated with the updated Site Landscaping Plan and project phasing. Assess elevations required to comply with City of Alameda stormwater ordinances, drainage, adjacent property conditions and accessible paths of travel for each phase.
6. Provide and coordinate Base Sheets and electronic files for use by other Consultants.

E. Design Review Assistance

1. Prepare technical exhibits to be included in the Design Review Package for the Block A based on the City of Alameda requirements, including:
 - a. Existing Conditions / Demolition Plan
 - b. Site Survey Exhibit
 - c. Preliminary Grading and Drainage Plan
 - d. Preliminary Utility Plan
 - e. Preliminary Stormwater Management Plan
 - f. Preliminary Fire Access Plan
2. Complete stormwater required checklist and forms in accordance with the City of Alameda requirements.



AHA North Housing Site – Phase 1
Page 3 of 8

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- F. Civil Design Development Plans
 - 1. Update the Civil Schematic Design Plans to be separated for the Respite Center.
 - 2. Incorporate design updates determined through the Site Plan refinement and grading and drainage review and refinement tasks.

III. Task 3 - Construction Documents

- A. Rough Grading Plans
 - 1. Prepare one set of Rough Grading Plans in accordance with the City of Alameda requirements.
- B. On-Site Improvement Plans (Parking Lot)
 - 1. Prepare one set of Improvement Plans for the parking lot in accordance with City of Alameda requirements.
- C. Frontage Improvement Plans (Lakehurst Circle and Mabuhay Street) (750± LF)
 - 1. Prepare one set of Improvement Plans for improvements and utility connections for the Lakehurst Circle and Mabuhay Street frontages. Assumes improvements to utility connections, frontage improvements and sidewalk replacement along the frontages.
- D. Improvement Plans
(Mabuhay Street to Singleton Avenue – 380± LF)
 - 1. Prepare one set of Improvement Plans for improvements and utilities for Mabuhay Street improvements from Lakehurst Circle to Singleton Avenue.
- E. On-Site Fine Grade and Common Area Drainage Plan
 - 1. Prepare 1"=10' scale Fine Grading Plans including common area drainage to establish finish grade elevations in accordance with City of Alameda requirements.
- F. Final Map
 - 1. Prepare one Final Map including easements and certificates.



AHA North Housing Site – Phase 1
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G. Condominium Plan

1. Prepare Condominium Plan for the building air space associated with the third building.

H. Erosion Control Plan

1. Prepare an Erosion Control Plan in accordance with City of Alameda requirements.

I. Stormwater Management Plan (Water Quality)

1. Prepare a Stormwater Management Plan (Water Quality) in accordance with City of Alameda requirements.

J. Operations and Maintenance Plan

1. Prepare a Stormwater Operations and Maintenance Plan in accordance with City of Alameda requirements.

K. Cost and Bond Estimates

1. Prepare an Engineer's Cost Estimate for public and private improvements based on plans submitted for first plan check.
2. Prepare an Engineer's Bond Estimate for public improvements based on plans submitted for first plan check.

L. Utility Studies

1. Prepare utility studies and calculations for the sanitary sewer and storm drain systems.

M. EBMUD Main Extension Application / Processing

1. Prepare documents and exhibits required for water service application submittal.
2. Coordinate with EBMUD staff and the City of Alameda Fire Department on preliminary service and fire hydrant locations for EBMUD to establish a project cost estimate.
3. Coordinate with EBMUD to facilitate site water service design and construction documents.



AHA North Housing Site – Phase 1
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N. Miscellaneous Tasks and Exhibits

1. Perform miscellaneous tasks and prepare miscellaneous exhibits as requested by Client.

O. Bid Assistance

1. Prepare bid quantities in Client's format.
2. Assist Client with responding to questions from Contractors.

P. Meetings, Teleconferences and Processing

1. Attend meetings and hearings, participate in teleconferences, and assist Client in processing plans and permits with the City of Alameda staff, Title Company, Contractors, etc.
2. Coordinate design criteria with Architect, Landscape Architect, Structural Engineer, Geotechnical Engineer, and Dry Utility Consultant, etc.

IV. Task 4 - Construction Administration

- A. Review and approve Contractor's submittals.
- B. Respond to RFI's submitted by Contractor.
- C. Assist the Architect in preparing ASI's, Proposal Requests, Change Orders and Construction Change Directives.
- D. Assist the Architect in preparing Punch List items and determining dates of Substantial Completion and Final Completion.

V. Task 5 - Post Construction A.L.T.A. Survey

A. As-Built A.L.T.A. Survey

1. Prepare an A.L.T.A. survey of the site in conformance with the 2021 Minimum Detail Requirements for A.L.T.A. / N.S.P.S. Land Title Surveys. The survey will use new aerial planimetry as a base. The survey will:
 - a. Depict the location of the improvements (other than off-site improvements).



AHA North Housing Site – Phase 1
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Job No.: 2551-000

- b. Depict the location of and indicate the recording information applicable to all Permitted Exceptions for the Project that are locatable on the land.
- c. Plot and place on the face of the survey the legal description for the land.
- d. Show (a) all front, side, and rear setbacks and minimum distance between structures, and (b) and other developmental standards and requirements which are imposed upon the standards and requirements which are imposed upon the Project under any title exception or requirements, and which are provided to the Surveyor prior to the final preparation of the survey.
- e. Depict any portion of the Land which is classified as either a "wetlands" area (delineated by others) or a flood hazard area.
- f. Be certified to the Company, Investor, Developer, and the Title Company using the current A.L.T.A. approved surveyor's certificate.

VI. Reimbursables

- A. Printing and Computer Plots.
- B. Delivery Services and UPS.
- C. Acquisition of Record Materials.
- D. Mileage, Tolls, and Parking.

ADDITIONAL SERVICES REQUEST #1

VII. Stormwater Management Redesign

- A. Redesign the locations and sizes of the stormwater management facilities due to architectural changes (primarily fire ladder pad conflict) that were identified after Schematic Design was finalized.
- B. Coordinate with Architect and Landscape Architect to revise the Stormwater Management Plan.



AHA North Housing Site – Phase 1
Page 7 of 8

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Job No.: 2551-000

ADDITIONAL SERVICES REQUEST #2

VIII. On-Site Improvement Plan Revisions

- A. Incorporate revisions to the Civil On-Site Improvement Plans necessary to be consistent with the Final Landscape Plans.
- B. Revise the Stormwater Management Plan and calculations to incorporate the revised stormwater designs reflected in the Final Landscape Plans.
- C. Revise the Stormwater Management Plan and calculations to be coordinated with the revised / final roof drainage design.

IX. Pre-Construction Assistance

- A. Attend pre-construction Owner / Architect / Contractor bi-weekly meetings as requested. (Assume 12 Meetings)

X. Storm Water Pollution Prevention Plan (SWPPP)

- A. Prepare a Rise Assessment in accordance with the State Water Quality Control Board requirements.
- B. Prepare a Storm Water Pollution Prevention Plan (SWPPP) for the project.
- C. Upload the SWPPP and other permit registration documents to the SMARTS website.

XI. Additional Miscellaneous Tasks, Exhibits and Meeting

- A. Perform additional miscellaneous tasks, prepare miscellaneous exhibits and attend meetings as request by Client necessary to support the extended Project schedule.

XII. Assumptions

- A. Presentation at Public Hearings will be made by Client. Carlson, Barbee & Gibson, Inc. representatives will attend to answer / address technical issues and questions.
- B. Client will pay all agency fees, allow access to property, and retain all other necessary consultants.
- C. Client will provide a current title report and all other applicable studies and reports.



AHA North Housing Site – Phase 1
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January 8, 2024
Job No.: 2551-000

- D. Fees will be charged per the attached Standard Hourly Charge Rate Schedule, which is in effect through June 30, 2024. The estimated fee amounts are for budget purposes only. Certain line items may be exceeded; the total estimated fee will not be exceeded without authorization.
- E. Other Consultants will provide electronic files in AutoCAD format.
- F. Qualified SWPPP Developer (QSD) services are limited to this scope. Client will obtain a separate QSD to provide construction related services.

XIII. Exclusions

- A. Equipment for potholing of existing underground facilities.
- B. Design or survey of improvements not specifically included.
- C. Landscape or Irrigation Plans, Streetlight or Joint Trench / Dry Utility Design, Fencing Plans.
- D. Borrow Plan or Demolition Plan.
- E. Records of Survey.
- F. Planning / Infrastructure analysis of Habitat for Humanity parcel.
- G. Qualified SWPPP Developer (QSD) on-site visual inspections associated with construction activities.
- H. SWPPP or annual updates for SWPPP compliance, Preparation or Processing of a Change of Information (COI), Preparation or Processing of an Annual Report (AR), Preparation or Processing of a Notice of Termination (NOT), Qualified SWPPP Practitioner (QSP) Services.



January 8, 2024
Job No.: 2551-000

Fee Summary

North Housing Site – Phase 1
Phase 1 (2.8± Acres)
Alameda, California

<u>Description of Work</u>				<u>Estimated Total Fee</u>	<u>Block A / Full Site</u>	<u>Fee Breakdown</u>						
						<u>The Estuary I</u>	<u>The Estuary II</u>	<u>Linnet Corner</u>				
<u>MAPPING AND CIVIL CONSTRUCTION DOCUMENTS</u>												
I.	Task 1 - Pre-Construction A.L.T.A. Survey			\$	5,000 (Each)	Block A	\$	5,000	\$	5,000	\$	5,000
	Subtotal Pre-Construction A.L.T.A. Survey			\$	15,000		\$	5,000	\$	5,000	\$	5,000
II.	Task 2 - Design Development											
	A.	Aerial Topography		\$	4,500	Full Site	\$	1,500	\$	1,500	\$	1,500
	B.	Topographic Details		\$	3,500	Full Site	\$	1,167	\$	1,167	\$	1,167
	C.	Utility Survey		\$	8,500	Block A	\$	2,833	\$	2,833	\$	2,833
	D.	Site Plan Refinement		\$	5,000	Block A	\$	1,667	\$	1,667	\$	1,667
	E.	Design Review Assistance		\$	6,000	Block A	\$	2,000	\$	2,000	\$	2,000
	F.	Civil Design Development Plans		\$	8,000	Block A	\$	2,667	\$	2,667	\$	2,667
		Subtotal Design Development		\$	35,500		\$	11,833	\$	11,833	\$	11,833
III.	Task 3 - Construction Documents											
	A.	Rough Grading Plans		\$	10,000	Block A	\$	3,333	\$	3,333	\$	3,333
	B.	On-Site Improvement Plans (Parking Lot)		\$	15,000	Block A	\$	5,000	\$	5,000	\$	5,000
	C.	Frontage Improvement Plans (Lakehurst Circle and Mabuhay Street) (750± LF)		\$	30,000	Full Site	\$	10,000	\$	10,000	\$	10,000



North Housing Site – Phase 1

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January 8, 2024

Job No.: 2551-000

Description of Work	Estimated Total Fee	Block A / Full Site	Fee Breakdown		
			The Estuary I	The Estuary II	Linnet Corner
D. Improvement Plans (Mabuhay Street to Singleton Avenue – 380± LF)	\$ 15,000	Block A	\$ 5,000	\$ 5,000	\$ 5,000
E. On-Site Fine Grade and Common Area Drainage Plan	\$ 10,000	Block A	\$ 3,333	\$ 3,333	\$ 3,333
F. Final Map	\$ 20,000	Full Site	\$ 6,667	\$ 6,667	\$ 6,667
G. Condominium Plan	\$ 5,000	Block A	\$ 2,500	\$ 2,500	\$ -
H. Erosion Control Plan	\$ 2,000	Block A	\$ 667	\$ 667	\$ 667
I. Stormwater Management Plan (Water Quality)	\$ 4,000	Block A	\$ 1,333	\$ 1,333	\$ 1,333
J. Operations and Maintenance Plan	\$ 2,500	Block A	\$ 833	\$ 833	\$ 833
K. Cost and Bond Estimates	\$ 3,000	Block A	\$ 1,000	\$ 1,000	\$ 1,000
L. Utility Studies	\$ 3,000	Block A	\$ 1,000	\$ 1,000	\$ 1,000
M. EBMUD Main Extension Application / Processing	\$ 3,000	Full Site	\$ 1,000	\$ 1,000	\$ 1,000
N. Miscellaneous Tasks and Exhibits	\$ 5,000	Block A	\$ 1,667	\$ 1,667	\$ 1,667
O. Bid Assistance	\$ 2,000	Block A	\$ 667	\$ 667	\$ 667
P. Meetings, Teleconferences and Processing	\$ 5,000	Block A	\$ 1,667	\$ 1,667	\$ 1,667
Subtotal Construction Documents	\$ 134,500		\$ 45,667	\$ 45,667	\$ 43,167
IV. Task 4 - Construction Administration	\$ 10,000	Block A	\$ 3,333	\$ 3,333	\$ 3,333
Subtotal Construction Administration	\$ 10,000		\$ 3,333	\$ 3,333	\$ 3,333
V. Task 5 - Post Construction A.L.T.A. Survey	\$ 8,000 (Each)	Block A	\$ 8,000	\$ 8,000	\$ 8,000
Subtotal Post Construction A.L.T.A. Survey	\$ 24,000		\$ 8,000	\$ 8,000	\$ 8,000
VI. Reimbursables (Cost +10%)	\$ 2,000		\$ 667	\$ 667	\$ 667


North Housing Site – Phase 1

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January 8, 2024

Job No.: 2551-000

<u>Description of Work</u>	<u>Estimated Total Fee</u>	<u>Block A / Full Site</u>	Fee Breakdown		
			<u>The Estuary I</u>	<u>The Estuary II</u>	<u>Linnet Corner</u>
<u>ADDITIONAL SERVICES REQUEST #1</u>					
VII. Stormwater Management Redesign	\$ 7,260		\$ 2,420	\$ 2,420	\$ 2,420
Subtotal Additional Services Request #1	\$ 7,260		\$ 2,420	\$ 2,420	\$ 2,420
<u>ADDITIONAL SERVICES REQUEST #2</u>					
VIII. On-Site Improvement Plan Revisions	\$ 13,200		\$ 4,400	\$ 4,400	\$ 4,400
IX. Pre-Construction Assistance	\$ 4,080		\$ 1,360	\$ 1,360	\$ 1,360
X. Storm Water Pollution Prevention Plan (SWPPP)	\$ 4,200		\$ 1,400	\$ 1,400	\$ 1,400
XI. Additional Miscellaneous Tasks, Exhibits and Meetings	\$ 4,320		\$ 1,440	\$ 1,440	\$ 1,440
Subtotal Additional Services Request #2	\$ 25,800		\$ 8,600	\$ 8,600	\$ 8,600
Total \$ 254,060			\$ 85,520.00	\$ 85,520.00	\$ 83,020.00

Fees will be charged per the attached Standard Hourly Charge Rate Schedule, which is in effect through June 30, 2024. The estimated fee amounts are for budget purposes only. Certain line items may be exceeded; the total estimated fee will not be exceeded without authorization.



CIVIL ENGINEERS | SURVEYORS | PLANNERS

STANDARD HOURLY CHARGE RATE SCHEDULE

Effective through June 30, 2024

Engineering

Project Manager.....	\$245
Senior Engineer.....	\$220 - \$235
Project Engineer.....	\$195 - \$210
Staff Engineer.....	\$170 - \$185
Assistant Engineer	\$145 - \$165

Planning

Senior Planner	\$215 - \$235
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Surveying

Survey Manager	\$245
Senior Surveyor	\$220 - \$235
Project Surveyor.....	\$195 - \$210
Staff Surveyor	\$170 - \$185
Assistant Surveyor	\$145 - \$165

Party Chief.....	\$205
Chainman	\$115

Drafting

CAD Technician.....	\$145
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Administration

Clerical	\$88
Reimbursables	Cost + 10%

Management

Principal	\$270
Associate	\$255

RY

Exhibit C



CARLSON,
BARBEE &
GIBSON, Inc.

2021 SEP -2 PM 3: 10

Invoice

HOUSING AUTHORITY
OF THE CITY OF ALAMEDA

Alameda Housing Authority
ATTN: Richard Yoshida
701 Atlantic Avenue
Alameda, CA 94501-2161

July 31, 2021

Project No: 2551-000-07

Invoice No: 111840

NORTH HOUSING SITE – PHASE 1
Mapping and Civil Construction Documents
Phase 1 (2.8± Acres)
Alameda, California
Contract: Not Yet Issued

Description	Contract Amount	Billing to Date	Previously Billed	Current Billing
I. Task 1 - Pre-Construction ALTA Survey	15,000.00	0.00	0.00	0.00
(3 Parcels in Block A)	0.00	0.00	0.00	0.00
II. Task 2 - Design Development	0.00	0.00	0.00	0.00
A. Aerial Topography	4,500.00	0.00	0.00	0.00
B. Topographic Details	3,500.00	0.00	0.00	0.00
C. Utility Survey	8,500.00	0.00	0.00	0.00
D. Site Plan Refinement	5,000.00	3,520.00	0.00	3,520.00
E. Design Review Assistance	6,000.00	1,510.00	0.00	1,510.00
F. Civil Design Development Plans	8,000.00	1,880.00	0.00	1,880.00
III. Task 3 - Construction Documents	0.00	0.00	0.00	0.00
A. Rough Grading Plans	10,000.00	0.00	0.00	0.00
B. On-Site Improvement Plans (Parking Lot)	15,000.00	0.00	0.00	0.00
C. Frontage Improvement Plans (Lakehurst Circle and Mabuhay Street) (750± LF)	30,000.00	0.00	0.00	0.00
D. Optional Task-Improvement Plans	0.00	0.00	0.00	0.00
(Mabuhay St to Singleton Ave – 380± LF)	15,000.00	0.00	0.00	0.00
E. On-Site Fine Grade and Common Area	10,000.00	0.00	0.00	0.00
Drainage Plan	0.00	0.00	0.00	0.00
F. Final Map	20,000.00	0.00	0.00	0.00
G. Optional Task – Condominium Plan	5,000.00	0.00	0.00	0.00
H. Erosion Control Plan	2,000.00	0.00	0.00	0.00
I. Stormwater Mgmt Plan (Water Quality)	4,000.00	0.00	0.00	0.00
J. Operations and Maintenance Plan	2,500.00	0.00	0.00	0.00
K. Cost and Bond Estimates	3,000.00	0.00	0.00	0.00
L. Utility Studies	3,000.00	0.00	0.00	0.00
M. EBMUD Main Extension	3,000.00	0.00	0.00	0.00
App/Processing				
N. Miscellaneous Tasks and Exhibits	5,000.00	0.00	0.00	0.00
O. Bid Assistance	2,000.00	0.00	0.00	0.00
P. Meetings, Teleconferences, Processing	5,000.00	0.00	0.00	0.00
IV. Task 4 - Construction Administration	10,000.00	0.00	0.00	0.00

2633 CAMINO RAMON, SUITE 350 • SAN RAMON, CA 94583 • (925) 866-0322 • www.cbandg.com
SAN RAMON • SACRAMENTO

Project	2551-000-07	Mapping & CDs Ph 1 NORTH HOUSING SITE	Invoice	111840
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V. Task 5-Post Construction ALTA Survey	24,000.00	0.00	0.00	0.00
(3 Parcels in Block A)	0.00	0.00	0.00	0.00
VI. Reimbursables	2,000.00	8.32	0.00	8.32
Total Fee	221,000.00	6,918.32	0.00	6,918.32

Total				6,918.32
--------------	--	--	--	-----------------

Total this Invoice	\$6,918.32
---------------------------	-------------------

	Current	Prior	Total	Received	A/R Balance
Billings to Date	6,918.32	0.00	6,918.32	0.00	6,918.32

Authorized By: 

Project	2551-000-07	Mapping & CDs Ph 1 NORTH HOUSING SITE	Invoice	111840
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Billing Backup

Thursday, August 26, 2021

Carlson, Barbee & Gibson, Inc.

Invoice 111840 Dated 7/31/2021

1:51:22 PM

Reimbursable Expenses

In-House Printing and Reproduction

MI ARGOS07312 7/31/2021	IN-HOUSE PRINTS	7.56
02		

Total Reimbursables**1.1 times 7.56 8.32****Total this Project \$8.32****Total this Report \$8.32**



AIA® Document A102® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 12th day of January in the year 2024

BETWEEN the Owner:

(Name, legal status, address and other information)

Lakehurst and Mosley LP

701 Atlantic Avenue

Alameda, CA 94501

and the Contractor:

(Name, legal status, address and other information)

J.H. Fitzmaurice, Inc.

2857 Hannah Street

Oakland, CA 94608

Tel: (510) 444-7561

Fax: (510) 444-1344

Contractor's License No.: 111689

for the following Project:

(Name, location and detailed description)

North Housing PSH I, "The Estuary I"

500 Mosley Avenue

Alameda, CA 94501

JHF Job No. 23846

The Architect:

(Name, legal status, address and other information)

HKIT Architects

538 Ninth Street, Suite 240

Oakland, CA 94607

Tel: (510) 625-9801

The Lender (s):

(Name, legal status, address and other information)

The entities below are collectively the "Lender" herein:

Housing Authority of the City of Alameda

c/o Island City Development

c/o Alameda Affordable Housing Corporation

701 Atlantic Avenue

Alameda, CA 94501

City of Alameda

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A102™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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2263 Santa Clara Avenue
Alameda, CA 94501

Bank of America NA
800 5th Avenue, Floor 34 WA1-501-34-42
Seattle, WA 98104

Enterprise Housing Credit Investment
1001 SW 5th Avenue, Suite 300
Portland, OR 97204

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 RELATIONSHIP OF THE PARTIES
- 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 5 CONTRACT SUM
- 6 CHANGES IN THE WORK
- 7 COSTS TO BE REIMBURSED
- 8 COSTS NOT TO BE REIMBURSED
- 9 DISCOUNTS, REBATES AND REFUNDS
- 10 SUBCONTRACTS AND OTHER AGREEMENTS
- 11 ACCOUNTING RECORDS
- 12 PAYMENTS
- 13 DISPUTE RESOLUTION
- 14 TERMINATION OR SUSPENSION
- 15 MISCELLANEOUS PROVISIONS
- 16 ENUMERATION OF CONTRACT DOCUMENTS

- EXHIBIT A** INSURANCE AND BONDS
Exhibit B: Contractor's Schedule of Values and General Conditions Breakdown
Exhibit C: Contractor's Qualifications and Exclusions
Exhibit D: Construction Preliminary Schedule
Exhibit E: Drawings and Specifications
Exhibit F: Conditions of Approval/Mitigation Requirements
Exhibit G: Public Lender Requirements
Exhibit H: Prevailing Wage Determination

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Exhibit I:	Design-Build Work
Exhibit J:	Lien Waivers & Releases
Exhibit K:	Section 3 Requirements
Exhibit L:	Rider Re Legal Requirements
Exhibit M:	Listing of Anticipated Subcontractors
Exhibit N:	Listing of Early Retention and No Retention Items

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 16.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

§ 2.1 Site Work. The Owner has provided to the Contractor such geotechnical, environmental, civil and other reports which the Owner has caused to be prepared concerning the Project site and Contractor is entitled to rely upon such information. It shall be the responsibility of the Contractor to ascertain to its own satisfaction, through its own visual inspections, analyses, calculations and any additional tests or inspections deemed necessary or appropriate by the Contractor, whether and to what extent the Contractor will need to import or export soil in order to comply with the civil grades specified in the Drawings and Specifications in accordance with the requirements of the Owner's geotechnical engineer. It is recognized that Contractor has not performed, nor has been expected to perform pre-Agreement surveys, soils testing, soils exploration, destructive testing on existing soils or structures, or other site explorations.

§ 2.2 Soils Testing. Before any soil is imported to or exported from the Project site, the Contractor shall arrange for testing of such soil by consultants designated by the Owner (collectively referred to herein as the "Owner's Consultants") and obtain written approval from the Owner for such importing or exporting of soil. All testing shall be performed at the Owner's expense by the Owner's Consultants.

§ 2.3 Coordination of Utility Service Providers. As part of the Work, the Contractor shall coordinate and schedule temporary and permanent utility services for the Project, including, without limitation, permanent cable television/date, telephone and security connections. The Contractor shall coordinate and schedule utility services with all utility service providers identified by the Owner, such that such services are available as and when needed for construction and completion of the Project in accordance with the Project Schedule. In addition, the Contractor shall install telephone, cable television, access and security systems as provided in the Contract Documents. The Contract Sum includes the cost of any temporary utilities required by Contractor, its Subcontractors or Suppliers.

§ 2.4 Notwithstanding any other clause or term in this Contract or the Contract Documents, if soils or other materials that the Contractor is required under this Contract to remove from the Project site are found to contain hazardous substances, or suspected to contain such substances due to prior contamination of the site, and such contamination is in excess of what is allowable by local dump sites, the Contract may be adjusted pursuant to Article 6, for the additional cost of disposal of such materials.

ARTICLE 3 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's

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interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 4.1 The date of commencement of the Work shall

(Paragraphs deleted)

be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

§ 4.1.1 It is understood that Contractor needs to begin the work as soon as reasonably practical. The Contractor needs approximately ten (10) calendar days to mobilize prior to starting work on site after the execution of this Agreement and thus the "date of commencement" will not be sooner than that time period (unless the Contractor starts substantial operations before then). Therefore, the "date of commencement", shall be no later than ten (10) calendar days after all of the following events have occurred:

- a) Contractor's receipt of confirmation of Property Insurance to be provided by Owner (See Exhibit A, subsection 11.3); and,
 - b) Contractor's receipt of a Building Permit and any other permits that may be required by the City or any Government Agency for work intended by Contractor to be commenced on the site (AIA Document A201, subsection 3.7.1)); and,
 - c) Contractor's receipt of documentation confirming the existence of adequate financing for the Work; and,
- (Paragraph deleted)*
- d) Contractor's receipt of a fully executed copy of this Agreement; and,
 - e) Contractor's receipt of a written Notice to Proceed from the Owner.
 - f) Contractor's receipt of Owner's approval of Contractor's insurance certificates (See Exhibit A, subsection 11.1.3).

§ 4.1.2 It is understood that in order for the Contractor to maintain its schedule and avoid delays to the Project the Owner must provide Contractor with an Encroachment Permit for the installation of all on-site and off-site utilities; and, final approval of AMP ("Alameda Municipal Power") for all underground dry utility work at least ten (10) business days before the completion of certification of the site pad after the initial site grading work.

§ 4.1.3 If the Work cannot begin for any reason not related to the negligence of the Contractor or its subcontractors within forty-five (45) days of the execution of this Agreement, then the Contract Amount may be adjusted for proven items of additional costs that may result from such delayed start.

§ 4.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 4.3 The Contractor shall achieve Substantial Completion of the entire Work not later than five hundred and forty seven (547) calendar days from the date of commencement, subject to adjustments of this Contract Time as provided in the Contract Documents.

Article 4.3.1 Weather Days: The Contractor has incorporated into the project schedule "**weather days**" (defined herein) resulting from reasonably anticipated weather conditions for the period during which the work is to be performed. The term "**weather day**" is defined as any regular scheduled work day (not a weekend or holiday) during which the Contractor is unable to make any significant progress in completion of the work due to inclement weather or the effects of inclement weather. The parties agree that the number of "**weather days**" allocated to the Work in the original schedule is to be ten (10) **work days**. The Contractor shall submit documentation substantiating any "weather days" with each application for payment as may be required by this Agreement. The Contractor may request an extension of the contract time due to inclement weather only after the number of **weather days** incurred and documented exceeds the previously agreed upon "**weather days**" listed above.

(Paragraphs deleted)

§ 4.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work
N/A

Substantial Completion Date
N/A

§ 4.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 4.3, liquidated damages, if any, shall be assessed as set forth in Section 5.1.6.

ARTICLE 5 CONTRACT SUM

§ 5.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

§ 5.1.1 The Contractor's Fee:

(Paragraph deleted)

The Contractor's Fee is equal to three-point eight (3.8%) percent overhead and profit of that portion of the Cost of the Work (which shall include costs of bonds and insurance) that is incurred by the Contractor.

§ 5.1.2 The method of adjustment of the Contractor's Fee for changes in the Work:

The method of adjustment of the Contractor's Fee for changes in the Work: The Contractor's Overhead and Fee shall not be adjusted except by Change Order. The Contractor's Overhead and Fee shall be an amount equal to three-point eight (3.8%) percent of additive Change Orders and of the net amount of a Change Order that includes additions and deductions to the Work. Subject to the TCAC Limitation (defined below), should weather days, as defined in Article 4.3.1 be exceeded then the Scheduled Completion date and the General Conditions Cost may be extended on a work day by work day basis based on the actual costs incurred by Contractor for such General Conditions including costs associated with accelerating the project schedule as may be needed to make up for the associated lost time. "TCAC Limitation" means an overall cost limitation of fourteen percent (14%) of the cost of construction shall apply to builder overhead, profit, and general requirements, excluding builder's general liability insurance; provided that for purposes of builder overhead and profit, the cost of construction includes offsite improvements, demolition and site work, structures, prevailing wages, and general requirements; provided further that for purposes of general requirements, the cost of construction includes offsite improvements, demolition and site work, structures, and prevailing wages.

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

See above.

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed the standard rental rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
N/A		

§ 5.1.6 **LIQUIDATED DAMAGES.** CONTRACTOR ACKNOWLEDGES AND RECOGNIZES THAT THE OWNER IS ENTITLED TO FULL AND BENEFICIAL OCCUPANCY AND USE OF THE COMPLETED WORK FOLLOWING EXPIRATION OF THE CONTRACT TIME. THE CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES THAT IF THE CONTRACTOR FAILS TO COMPLETE SUBSTANTIALLY OR CAUSE THE SUBSTANTIAL COMPLETION OF ANY PORTION OF THE WORK WITHIN THE CONTRACT TIME, THE OWNER WILL SUSTAIN DAMAGES AND SERIOUS LOSS AS A RESULT OF SUCH FAILURE. THE EXACT AMOUNT OF SUCH DAMAGES WILL BE EXTREMELY DIFFICULT TO ASCERTAIN. THEREFORE, THE OWNER AND CONTRACTOR AGREE AS SET FORTH BELOW.

IF THE CONTRACTOR FAILS TO ACHIEVE SUBSTANTIAL COMPLETION OF THE WORK WITHIN THE CONTRACT TIME, THE OWNER SHALL BE ENTITLED TO RETAIN OR RECOVER FROM THE CONTRACTOR, AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, THE FOLLOWING PER DIEM AMOUNTS COMMENCING UPON THE FIRST DAY FOLLOWING EXPIRATION OF THE CONTRACT TIME

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AND CONTINUING UNTIL THE ACTUAL DATE OF SUBSTANTIAL COMPLETION. SUCH LIQUIDATED DAMAGES ARE HEREBY AGREED TO BE A REASONABLE PRE-ESTIMATE OF DAMAGES THE OWNER WILL INCUR AS A RESULT OF DELAYED COMPLETION OF THE WORK:

TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) PER CALENDAR DAY

The Owner may deduct liquidated damages described herein from any unpaid amounts then or thereafter due the Contractor under this Agreement.

§ 5.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

None

§ 5.2 Guaranteed Maximum Price

§ 5.2.1

(a) The Contract Sum is guaranteed by the Contractor not to exceed Twenty-Four Million Eight-Hundred-and-Ninety-Eight Thousand Six dollars and seventy-two cents (\$24,898,006.72), subject to additions and deductions by Change Order as provided in the Contract Documents ("Guaranteed Maximum Price").

(b) Prior to the scheduled date of mobilization by Contractor, Owner and Contractor shall work together to "value engineer" and reduce the expected Cost of Work. Any such reduction (referred to herein as "Pre-Mobilization Savings") will be reflected in a deductive Change Order to reduce the applicable item(s) in the Schedule of Values, and reduce the Guaranteed Maximum Price. Cost Savings shall not include Pre-Mobilization Savings.

(c) **Contract Contingency.** Schedule of Values (Exhibit B) contains a line item (the "Contract Contingency") such line item is created to fund certain unanticipated Costs of the Work. The Owner and the Contractor agree that the Contract Contingency may be used only to fund certain Cost of the Work and may be used upon written notice to and consent from Owner, which consent shall not be unreasonably withheld, delayed or conditioned. Cost of Work that may be funded from the Contract Contingency include, but are not necessarily limited to: (i) reimbursable cost overruns incurred for any line-item in the original Project Budget (ii) costs to address weather related conditions, (iii) cost increases due to materials cost increases (that are not otherwise reimbursable under the Contract) and (iv) any other Cost of the Work that was not included in the original Project Budget but should have been under the terms of this Agreement. In no event shall Contract Contingency funds be available for costs not to be reimbursed pursuant to Article 8. Notwithstanding the above, it is not intended that the Contractor's Contingency be used as a substitute for, or alternative to, or limitation to, increasing the Contract amount for any item, change, modification or addition to the work that would justify a Change Order or increase in the Contract Amount under the other sections of this Agreement.

§ 5.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

Refer to Exhibit C "Contractor's Qualifications and Exclusions"

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraph deleted)

§ 5.2.3 Allowances, if any, included in the Guaranteed Maximum Price:

All Allowances shall be expressly identified in the Contractor's Schedule of Values and "Contractor's Qualifications and Exclusions" as stated in Exhibit C. If the actual cost of any Allowance items is less than the Allowance amount set forth in the Schedule of Values, the difference shall be transferred to the Owner as a deductive Change Order.

(Table deleted)

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§ 5.2.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:

(Paragraphs deleted)

"Contractor's Qualifications and Exclusions" are attached as **Exhibit C** to this Agreement and are incorporated herein.

§ 5.2.5 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 5.2.6 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 5.2.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 5.2.4 and the revised Contract Documents.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work may be determined by any of the methods listed in Article 7 of AIA Document A201™-2017, General Conditions of the Contract for Construction.

§ 6.2 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201-2017, as they refer to "cost" and "fee," and not by Articles 5, 7 and 8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201-2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Contractor's Fee as defined in Section 5.1.1 of this Agreement.

§ 6.4 If no specific provision is made in Article 5 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Article 5 will cause substantial inequity to the Owner or Contractor, the Contractor's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COSTS TO BE REIMBURSED

§ 7.1 Cost of the Work

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article 7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard paid at the place of the Project, except with approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel working on matters relating to and arising out of the Project or the Work, whether or not such personnel are stationed at the site or at other locations, including but not limited to, costs for Contractor's superintendent, engineer, and project manager. Such cost will include costs incurred prior to the execution of this Agreement reasonably necessary for the construction of the Work.

§ 7.2.2.1 Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the

(Paragraphs deleted)

Init.

Work.

§ 7.2.3 Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Contractor, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments, and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, with the Owner's approval.

§ 7.3 Subcontract Costs

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Contractor's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. In addition to the bond premiums for Contractor these costs shall include a proportionate share of Contractor's Commercial General Liability Insurance Policy, Pollution, Umbrella Insurance Policy, Employee Practice Liability Policy, Commercial Crime, Business/Commercial Auto, and Equipment Floater Policy in the amount indicated in the Schedule of Values. The full cost of special insurance, meaning any form, type or limits of insurance beyond which the Contractor's normally carries, that may be required by this Agreement will be included as a "Cost of the Work."

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§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Contractor, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Contractor is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Contractor is required by the Contract Documents to pay. Owner to pay for building permit.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor had reason to believe that the required design, process or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017. The costs of legal defenses, judgments, and settlements, shall not be included in the Cost of the Work used to calculate the Contractor's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.6.12 Costs for electronic equipment, "cloud storage" and software, directly related to the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201-2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Contractor, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

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User Notes:

(1297707572)

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 10.

ARTICLE 8 COSTS NOT TO BE REIMBURSED

§ 8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 15;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless approved by the Owner;
- .3 Expenses of the Contractor's principal office and offices other than the site office except those directly related to the Work or the Project;
- .4 Overhead and general expenses, except as may be expressly included in Article 7;
- .5 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, or Exhibit A, section 11.3 Property Insurance, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Contractor, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Article 7 or permitted elsewhere in this Agreement; and
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

§ 9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included the amount to be paid, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

§ 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The

Contractor shall, if there is adequate time, deliver such bids to the Owner (and to the Architect if directed to do so by the Owner in writing) with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers in consultation with the Contractor and, subject to Section 10.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection. . If, prior to execution of this Agreement, Contractor has furnished Owner with a list of subcontractors, suppliers or consultants (collectively "vendors" it proposes to use on the Project, and Owner has not objected in writing to the entities or parties listed, then Owner's approval of such vendors shall be deemed to have occurred.

§ 10.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 10.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Contractor shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article 11.

ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 12 PAYMENTS

§ 12.1 Progress Payments

§ 12.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 12.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 12.1.3 Provided that a complete approved Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the thirtieth (30th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the complete and approved Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 12.1.4 If requested by the Owner, with each Application for Payment, the Contractor shall submit certified payrolls (for the period covered by the prior Application for Payment), petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already

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received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 12.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 12.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 12.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 12.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 12.1.5.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect.

§ 12.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 12.1.7 In accordance with AIA Document A201-2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 12.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 12.1.7.1.1 and 12.1.7.1.2 at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 12.1.7.1.1 and 12.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 12.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 12.1.8.

§ 12.1.8 Retainage

§ 12.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Paragraphs deleted)

ten (10%) percent

§ 12.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

See Exhibit C "Contractor's Qualifications and Exclusions"

§ 12.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 12.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Per attached Exhibit N – Early Retention / No Retention Items

§ 12.1.8.3 Except as set forth in this Section 12.1.8.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 12.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

None

§ 12.1.9 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 12.1.10 Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 12.1.11 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 12.1.12 In taking action on the Contractor's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 12.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 12.2 Final Payment

§ 12.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract, except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 12.2.2.

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§ 12.2.2 Within 30 days of the Owner's receipt of the Contractor's final accounting for the Cost of the Work, the Owner may conduct an audit of the Cost of the Work or notify the Architect and Contractor that it will not conduct an audit.

§ 12.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect and Contractor.

§ 12.2.2.2 Within seven days after receipt of the written report described in Section 12.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 12.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 12.2.2 supersede those stated in Article 9 of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

§ 12.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Contractor's final accounting, is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.

§ 12.2.3 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

As permitted and approved by the Project Lenders.

§ 12.2.4 If, subsequent to final payment, and at the Owner's request, the Contractor incurs costs, described in Article 7 and not excluded by Article 8, to correct defective or nonconforming Work, the Owner shall reimburse the Contractor for such costs, and the Contractor's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 5.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 12.2.4 in determining the net amount to be paid by the Owner to the Contractor.

§ 12.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

2 %

ARTICLE 13 DISPUTE RESOLUTION

§ 13.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to the Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 13.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15 of AIA Document A201-2017, and subject to the limitations set forth therein.

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[X] Litigation in a court of competent jurisdiction

[] Other (*Specify*)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 14 TERMINATION OR SUSPENSION

§ 14.1 Termination

§ 14.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 14.1.2 Termination by the Owner for Cause

§ 14.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 14.1.2.2 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 14.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

- .1 for Work performed on the terminated portion of the Work before the effective date of termination, for lump sum and Allowance Items, the cost of the Work under clauses 1 through 5 of Subparagraph 7.3.7 for that Work or, for unit cost items, the cost based upon the units performed before the effective date of termination. In addition, Contractor shall be paid the cost of settling and paying termination costs under terminated subcontracts and other costs properly chargeable to the terminated portion of the Work;
- .2 reasonable costs directly related to such termination as described in detail in invoices and descriptions provided by Contractor and as approved by the Architect; and
- .3 if Contractor would have earned a profit under the Contract had the Work been completed, a pro rata portion of such profit based upon the percentage of completion of the Work as of the effective date of termination.

§ 14.2 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document

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A201–2017, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Article 5 and Section 6.4 of this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 15.1.1 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

2 % per annum, calculated monthly.

§ 15.2 The Owner's representative:
(Name, address, email address and other information)

Vanessa Cooper
c/o Housing Authority of the City of Alameda
701 Atlantic Ave.
Alameda, CA 94501
Tel: (510)747-4300
Email: vcooper@alamedahsg.org

§ 15.3 The Contractor's representative:
(Name, address, email address and other information)

Mohammad Hakimi
c/o J.H. Fitzmaurice, Inc.
2857 Hannah Street
Oakland, CA 94608
Tel: (510) 444-7561 ext. 303
Fax: (510) 444-1344
Mobile Number: (510) 774-9699
Email: MH@jhfoak.com

§ 15.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 15.5 Insurance and Bonds

§ 15.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A102™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 15.5.2 The Contractor shall provide bonds as set forth in AIA Document A102™–2017 Exhibit A, and elsewhere in the Contract Documents. The Contractor shall be required to furnish a Performance Bond and a Labor and Material (Payment) Bond, each bond to be in the amount of 100% of the Contract Sum as security for the faithful performance and payment of all obligations under the Contract Documents, and as further set forth in AIA Document A201 –2017 as modified by Owner. The bonds shall be in recordable form and shall name Owner and lenders designated by the Owner as co-obligees or assignees.

§ 15.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

Init.

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

§ 15.7 Other provisions:

15.7.1 Prevailing Wages.

.1 **Davis Bacon Act Requirements.** This Project shall be constructed in compliance with the prevailing wage requirements of the federal Davis-Bacon Act and in accordance with the wage rate determination attached as **Exhibit H**. The Contractor shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the Owner) the Owner against any claim for damages, compensation, fines, penalties or other amounts to the extent arising out of the failure or alleged failure of any person or entity (including the subcontractors) to pay prevailing wages as determined pursuant to the prevailing wage provisions of the federal Davis-Bacon Act and implementing rules and regulations in connection with the construction of the Project or any other work undertaken or in connection with the Project. Contractor's indemnity obligations shall survive the termination or expiration of the Contract.

.2 **State Prevailing Wages.**
The Contractor shall and shall cause Subcontractors to pay prevailing wages in the construction of the Project as those wages are determined pursuant to Labor Code Sections 1720 et seq., to employ apprentices as required by Labor Code Sections 1777.5 et seq., and the implementing regulations of the Department of Industrial Relations and comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1777.5 et seq., and implementing regulations of the Department of Industrial Relations. The Contractor shall and shall cause the Subcontractors to keep and retain such records as are necessary to determine if such prevailing wages have been paid as required pursuant to Labor Code Sections 1720 et seq., and apprentices have been employed as required by Labor Code Sections 1777.5 et seq. Copies of the currently applicable current per diem prevailing wages are available from the California Department of Industrial Relations website, www.dir.ca.gov. During the construction of the Project, Contractor shall post at the property the applicable prevailing rates of per diem wages. In the event Contractor or any Subcontractor fails to provide any requested certified payroll documents within forty-five (45) days of the initial request by Owner, Contractor shall pay a penalty equal to \$100 per day for each day beyond such 45-day period through the date Contractor and/or Subcontractor delivers the certified payroll documents. Contractor shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the Owner) the Owner against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Contractor and Subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq., to employ apprentices pursuant to Labor Code Sections 1777.5 et seq., and implementing regulation or comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1777.5 et seq., and implementing regulations of the Department of Industrial Relations in connection with construction of the Project or any other work undertaken or in connection with the property. Contractor's indemnity obligations shall survive the termination or expiration of the Contract.

Contractor and all subcontractors shall keep accurate payroll records, 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 him or her in connection with the Work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury in accordance with Labor Code Section 1776. Contractor shall provide such records to Owner on a weekly basis and such records shall be available for inspection by Owner. Owner shall have the right to conduct on-site employee interviews to ensure compliance with this Section.

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User Notes:

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The Contractor and all subcontractors are subject to the provisions of Sections 1810-1814 of the California Labor Code which provide that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the contractor or subcontractor shall forfeit, as a penalty, \$25 for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week and is not paid overtime.

Section 1815 of the Labor Code requires that notwithstanding the provisions of Sections 1810-1814, employees of contractors who work in excess of eight hours per day and 40 hours per week shall be compensated for all hours worked in excess of eight hours per day at not less than 1-1/2 times the basic rate of pay.

Contractor, shall, if requested by Owner, provide to Owner or Owner's Lenders documentation evidencing the proper payment of prevailing wages and maintenance of labor records as required by the applicable requirements.

Additional Prevailing Wage requirements may be set forth in **Exhibit G**

§ 15.7.2 Entire Agreement. This Contract and its exhibits set forth the entire understanding between the parties. The parties to this Contract have read and reviewed this Contract and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party (including but not limited to Civil Code Section 1654) shall not apply to this Contract.

§ 15.7.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

§ 15.7.4 CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS STATE LICENSE BOARD, P.O. BOX 26000 SACRAMENTO, CALIFORNIA 95826

ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS

§ 16.1 This Agreement is comprised of the following documents:

- .1 AIA Document A102™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A102™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction

Exhibit A:	Insurance and Bonds
Exhibit B:	Contractor's Schedule of Values and General Conditions Breakdown
Exhibit C:	Contractor's Qualifications and Exclusions
Exhibit D:	Construction Preliminary Schedule
Exhibit E:	Drawings and Specifications
Exhibit F:	Conditions of Approval/Mitigation Requirements
Exhibit G:	Public Lender Requirements
Exhibit H:	Prevailing Wage Determination
Exhibit I:	Design-Build Work
Exhibit J:	Lien Waivers & Releases
Exhibit K:	Section 3 Requirements
Exhibit L:	Rider Re Legal Requirements
Exhibit M:	Listing of Anticipated Subcontractors
Exhibit N:	Listing of Early Retention and No Retention Items

.9 Other documents, if any, listed below:
This Agreement entered into as of the day and year first written above.

Partnership / Borrower:

Lakehurst and Mosley LP,
a California limited partnership

By: ICD Lakehurst LLC,
a California limited liability company,
its managing general partner

By: Island City Development,
a California nonprofit public benefit corporation,
its sole manager

By: 
Vanessa Cooper, President

General Partner:

ICD Lakehurst LLC,
a California limited liability company

By: Island City Development,
a California nonprofit public benefit corporation,
its sole manager

By: 
Vanessa Cooper, President

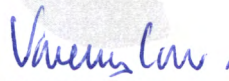
Sole member and manager of general partner, guarantor and developer:

Island City Development,
a California nonprofit public benefit corporation

By: 
Vanessa Cooper, President

Housing Authority / Initial limited partner and guarantor:

Housing Authority of the City of Alameda,
a public body corporate and politic

By: 
Vanessa Cooper
Executive Director

AAHC / lender:

Alameda Affordable Housing Corporation,
a California nonprofit public benefit corporation,

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User Notes:

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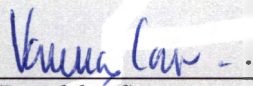
By: 
Vanessa Cooper, Secretary

Notice Address:


[c/o]Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501
Attention: Executive Director

With a copy to:

Gubb & Barshay LLP
235 Montgomery Street, Suite 1110
San Francisco, CA 94104
Attention: Henry Loh II


~~(Row deleted)~~
OWNER (Signature)
Vanessa Cooper, President
(Printed name and title)

J.H. Fitzmaurice, Inc.


CONTRACTOR (Signature)
Mohammad Hakimi, President
(Printed name and title)

Init.

OWNER NOTARY:

State of California)
) .ss
(Paragraph deleted)
County of Alameda)

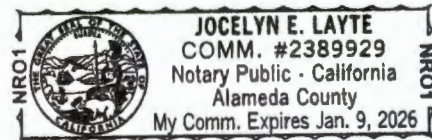
On 1/12/24, before me, Joceelyn E. Layte Notary Public, personally
(Paragraph deleted)

appeared **Vanessa Cooper**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Joceelyn E. Layte (Seal)



CONTRACTOR NOTARY:

State of California)
(Table deleted)) .ss
County of Alameda)

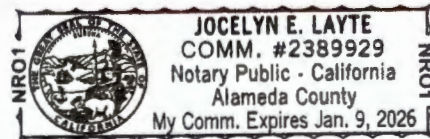
(Table deleted)
On 1/12/24 before me, Joceelyn E. Layte Notary Public, personally

appeared **Mohammad Hakimi**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Joceelyn E. Layte (Seal)
(Table deleted)



Init.

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT, entered into this 22nd day of February 2024, by and between LAKEHURST AND MOSLEY LP, a California limited partnership (hereinafter referred to as "Owner") and CONCORE Development Group, Inc., a California corporation, whose address is 1694 Tammy Lane, Concord, California 94519, (hereinafter referred to as Consultant), is made with reference to the following:

RECITALS:

A. Owner is duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.

B. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

C. Consultant possesses the skill, experience, ability, background, applicable certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

D. Owner and Consultant desire to enter into an agreement for construction management services for The Estuary I project.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM:

The time for Completion shall be by December 31, 2026, (the "Completion Date"), unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

Consultant shall perform services according to the schedule set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference.

3. COMPENSATION TO CONSULTANT:

Owner agrees to compensate Consultant pursuant to the terms and conditions of this Agreement only for the performance, to the reasonable satisfaction of Owner, of those tasks which take place during the term of this Agreement. Owner will not be obligated to compensate Consultant for any work, services, or functions performed by Consultant which do not arise directly from the performance of tasks relating to the Scope of Services as outlined in Exhibit A, and according to the Fee Schedule set forth in Exhibit B. Owner shall pay Consultant within thirty (30) days receipt of Consultant's properly submitted invoice, which shall not be submitted more than once a month.

Total compensation under this contract will not exceed \$78,771.00.

4. TIME IS OF THE ESSENCE:

Consultant and Owner agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE:

Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by Owner nor have any contractual relationship with Owner.

6. INDEPENDENT PARTIES:

Owner and Consultant intend that the relationship between them created by this Agreement is that of employer-independent contractor. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by Owner to its employees, including but not limited to unemployment insurance, workers' compensation coverage, vacation and sick leave are available from Owner to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

Owner and Consultant agree that during the term of this Agreement and for a period of one year after termination, the parties shall not solicit for employment, hire, or retain, whether as an employee or independent contractor, any person who is or has been employed by the other without written agreement by the other party.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Consultant assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal or state rules and regulations. Consultant shall indemnify and hold Owner harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Consultant.

8. NON-DISCRIMINATION:

Consistent with Owner's policy that harassment and discrimination are unacceptable employer/employee conduct, Consultant agrees that harassment or discrimination directed toward a job applicant, an Owner employee, or a citizen by Consultant or Consultant's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, gender identity or sexual orientation will not be tolerated. Consultant agrees that any and all violations of this provision shall constitute a breach of this Agreement.

9. INDEMNIFICATION/HOLD HARMLESS:

Consultant shall indemnify, defend, and hold harmless the Owner, its general partners, lenders, investors, partners, legal representatives, successors and assigns ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Consultant, Consultant shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Consultant.

Consultant Services Agreement
CDG - Lakehurst and Mosley LP

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However, Consultant shall not be obligated to indemnify Indemnitees from Claims arising from the sole or active negligence or willful misconduct of Indemnitees.

10. **INSURANCE:**

On or before the commencement of the terms of this Agreement, Consultant shall furnish Owner with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C, D and E. Such certificates, which do not limit Consultant's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to Lakehurst and Mosley LP by certified mail."

It is agreed that Consultant shall maintain in force at all times during the performance of the Agreement all appropriate coverage of insurance acceptable to Owner and licensed to do insurance business in the State of California.

An endorsement naming Owner and any and all lenders, investors, and partners, if requested, as additional insured shall be submitted with the insurance certificates.

A. **COVERAGE:**

Consultant shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000	each occurrence
	\$2,000,000	aggregate – all other
Property Damage:	\$1,000,000	each occurrence
	\$2,000,000	aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$1,000,000 will be considered equivalent to the required minimum limits shown above.

(3) **Automotive:**

Comprehensive automobile liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000	per accident
	\$2,000,000	aggregate
Property Damage:	\$1,000,000	per accident
	\$2,000,000	aggregate

OR

Combined Single Limit:	\$1,000,000	per accident
------------------------	-------------	--------------

(4) **Professional Liability:**

Professional liability insurance which includes coverage for the negligent professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000.

B. **SUBROGATION WAIVER:**

Consultant agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance that Consultant shall look solely to its insurance for recovery. Consultant hereby grants to Owner, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or Owner with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of said Consultant may acquire against Owner by virtue of the payment of any loss under such insurance.

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C. **FAILURE TO SECURE:**

If Consultant, at any time during the term hereof, should fail to secure or maintain the foregoing insurance, Owner shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. **ADDITIONAL INSURED:**

Owner, its general partners, lenders, investors, and partners shall be named as an additional insured under all insurance coverage's, except any professional liability insurance or worker's compensation insurance, required by this Agreement. The naming of an insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof.

Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. **SUFFICIENCY OF INSURANCE:**

The insurance limits required by Owner are not represented as being sufficient to protect Consultant. Consultant is advised to consult Consultant's insurance broker to determine adequate coverage for Consultant.

11. **CONFLICT OF INTEREST:**

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. **PROHIBITION AGAINST ASSIGNMENTS:**

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without prior written consent of Owner. Any attempt to do so without said consent shall be null and void, and any assignee, sub lessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from Owner under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent, but written notice of such assignment shall be promptly furnished to Owner by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint venture or syndicate or co tenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. **SUBCONTRACTOR APPROVAL:**

Unless prior written consent from Owner is obtained, only those people and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement. In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of worker's compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant.

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In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

14. **PERMITS AND LICENSES:**

Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including, but not limited to, a City of Alameda business license, that may be required in connection with the performance of services hereunder.

15. **REPORTS:**

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report" reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement shall be the exclusive property of Owner. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to Owner the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of Owner, and all publication rights are reserved to Owner.

B. All Reports prepared by Consultant may be used by Owner in execution or implementation of:

- (1) The original Project for which Consultant was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original project; and/or
- (4) Other Owner projects as appropriate.

C. Consultant shall, at such time and in such form as Owner may require, furnish reports concerning the status of services required under this Agreement.

D. All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on to both sides of the paper except for one original which shall be single sided.

E. No Report, information nor other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by Owner

F. Consultant shall not be held liable for reuse of "Reports" for any purpose other than the original intent of this Agreement.

16. **RECORDS:**

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by Owner that relate to the performance of services under this Agreement.

Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of Owner or its designees to such books and records at proper times; and gives Owner the right to examine and audit same, and to make transcripts there from as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

Consultant Services Agreement
CDG - Lakehurst and Mosley LP

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17. **NOTICES:**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests or approvals from Consultant to Owner shall be addressed to Owner at:

Lakehurst and Mosley LP
c/o Island City Development
701 Atlantic Avenue
Alameda, CA 94501-2161
Attention: President

All notices, demands, requests, or approvals from Owner to Consultant shall be addressed to Consultant at:

CONCORE Development Group, Inc.
1694 Tammy Lane
Concord, CA 94519
Attention: Mehrad Eslami
Email: mehrad.eslami@concoredg.com

18. **NO SMOKING, DRINKING OR RADIO USE:**

Consultant agrees and acknowledges that smoking of tobacco products, drinking alcoholic beverages, and listening to radios is prohibited at any Owner site, including individual units, common areas, and every building and adjoining grounds. Consultant shall ensure that his/her employees and suppliers comply with these prohibitions.

19. **TERMINATION:**

In the event Consultant hereto fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) days after receipt by Consultant from Owner of written notice of default, specifying the nature of such default and the steps necessary to cure such default, Owner may terminate the Agreement forthwith by giving to the Consultant written notice thereof. Consultant will not be held responsible for failure to perform in the event such failure is due to delay caused by the Owner. Owner shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Consultant as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

20. **COMPLIANCES:**

Consultant shall comply with all state and federal laws, all City of Alameda ordinances, and all rules and regulations enacted or issued by Owner. In the event that the Consultant encounters a potential conflict between state, federal or local law, Consultant shall inform Owner and Owner shall direct Consultant on proper course of action.

21. **GOVERNING LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction.

Consultant Services Agreement
CDG - Lakehurst and Mosley LP

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The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.)

Any suits brought pursuant to this Agreement shall be filed with the Courts of the County of Alameda, the State of California.

22. **ADVERTISEMENT:**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from Owner to do otherwise.

23. **CONFIDENTIALITY:**

A. **Definition.** Confidential Information, as used in this Agreement, shall mean any Owner Client data.

B. **Nondisclosure and Nonuse Obligation.** Consultant agrees that it will not use, disseminate, or in any way disclose any Confidential Information to any person, firm or business, except that Consultant may use Confidential Information to the extent necessary to perform its obligations under this Agreement. Consultant agrees that it shall treat all Confidential Information with the same degree of care as the Consultant accords to its own Confidential Information, but in no case less than reasonable care. Consultant agrees that it shall disclose Confidential Information only to those of its employees who need to know such information, and the Consultant certifies that such employees have previously agreed, as a condition of employment, to be bound by terms and conditions applicable to Consultant under this Agreement. Consultant shall immediately give notice to Owner of any unauthorized use or disclosure of Confidential Information.

C. **Exclusions from Nondisclosure and Nonuse Obligations.** The obligations under 23B ("Nondisclosure and Nonuse Obligation") shall not apply to such portion that Consultant can document was i) in the public domain at the time such portion was disclosed or used, or ii) was disclosed in response to a valid court order.

D. **Ownership and Return of Confidential Information and Other Materials.** All Confidential Information shall remain the property of the Owner. At Owner's request and no later than five (5) business days after such request, Consultant shall promptly destroy or deliver to Owner, at Owner's option, i) all materials furnished to Consultant, ii) all tangible media of expression in Consultant's possession or control to the extent that such tangible media incorporate any of the Confidential Information, and iii) written certification of the Consultant's compliance with such obligations under this sentence.

24. **WAIVER:**

A waiver by Owner of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein whether of the same or a different character.

25. **INTEGRATED CONTRACT:**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both Owner and Consultant.

Consultant Services Agreement
CDG - Lakehurst and Mosley LP

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26. **CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

27. **EXHIBITS**. The following exhibits are attached hereto and incorporated herein by this reference:

- i. Exhibit A – Scope of Services
- ii. Exhibit B – Fee Schedule
- iii. Exhibit C – Insurance Requirements for Consultants

Consultant Services Agreement
CDG - Lakehurst and Mosley LP

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IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

Owner:

LAKEHURST AND MOSLEY LP,
a California limited partnership

By: ICD Lakehurst LLC,
a California limited liability company,
its managing general partner

By: Island City Development,
a California nonprofit public benefit corporation,
its sole manager

DocuSigned by:

Vanessa Cooper

Vanessa M. Cooper
President

Consultant:

CONCORE Development Group, Inc.,
a California corporation

DocuSigned by:

Mehrad Eslami

Mehrad Eslami
President

EXHIBIT A **SCOPE OF SERVICES**

Consultant shall perform the following services to Owner, to the extent requested or required by Owner, in support of the construction of The Estuary I project.

1. Pre-Development Phase:

- Consultant will become familiar with the subject property.
- Consultant shall review the General Contractor's constructability review of the draft construction drawings and provide feedback to Owner.
- Assist the Owner in discussions and design decisions with the Architect/Engineer in the development of the drawings and specifications. Consultant will also review plans and specifications and point out discrepancies, inconsistencies, conflicts, and any potential gaps in scope.
- Consultant will provide input during predevelopment phase in cooperation with the Owner, the Architect and General Contractor for the proposed project at the following milestones:
 - Bid Set/GC Cost Review
 - This will include a feasibility analysis and recommendations for the use of alternative building and energy systems.
- Recommend cost saving measures through value engineering and provide recommendations regarding potential alternatives. Assist Architect and Owner in securing permits and required approvals.
- Assist the Owner in defining any areas that may require an allowance or contingency money to be budgeted.
- Consultant will help solicit construction hard bids and administer the construction contracts to provide all services needed to support and facilitate the Work per the plans and specifications prepared by the Owner's Architect of Record.
- Consultant will review all contracts with the Owner and assist in reviewing and provide recommendations for the Owner's approval.
- Review the GC's contract for completeness, negotiate the GMP/Schedule of Values, and reviewing the LEQ's.
- Consultant will be required to coordinate with the Owner's Architect of Record, including any sustainability consultants and Contractors as needed to maintain the Project's schedule and budget.
- Monitor and facilitate utility and joint trench design, facilitate contract negotiation and coordinate with the engineers during the installation process.
- Participate in all pre-construction conferences and meetings.

2. Construction Contract Administration Phase:

- Consultant shall at all times have access to the Work. All written communications with the Contractor shall be through or authorized by the Owner's Project Manager.
- Consultant shall attend weekly or bi-weekly progress meetings and shall visit each Project site at intervals appropriate to the stage of construction. Consultant shall provide periodic updates and report on-site observations to the Owner regarding the progress of the construction at weekly or bi-weekly check-in meetings.

Consultant Services Agreement
CDG - Lakehurst and Mosley LP

- Consultant shall prepare and/or review meeting minutes from project team meetings during construction. Consultant shall become generally familiar with the progress and quality of the Work and shall determine, in general, if the Work is proceeding in accordance with the Contract Document.
- Consultant shall promptly review the Contractors' requests for information, submittals, and substitutions (collectively "Contractor Documents"), and shall respond no later than the next business day to evaluate for completeness as required by the Contract Documents.
- Monitor changes in document processes including RFI's, ASI's, COR's and Change Orders to insure timely, accurate responses and protect the Owner's best interest.
- Consultant shall review, evaluate and negotiate all cost changes including Change Order Requests and Change Orders. Monitor the budget and do all that is possible to minimize the number of and financial impact of contract change orders. Consultant shall maintain the Change Order Budget and Change Order Requests log and provide recommendations for Owner's consideration.
- Monitor submittal process to ensure compliance with Owner's needs & expectations. Consultant shall monitor the Architect's response and advise the Architect when the expiration period is imminent. Consultant shall maintain a log of all Contractor Documents and Owner/Architect/Consultant responses thereto.
- Consultant shall review, amend and approve pay applications and progress billings with the Owner and Project Architect. The Consultant shall review the amounts due to the Contractor within five (5) business days of receipt. The Consultant's review shall constitute a representation to ICD that, to the best of the Consultant's knowledge, information and belief, the Work has progressed to the point of completion indicated and that the quality of the Work is in accordance with the Contract Documents. The Consultant's review shall be based on site observations, and on the information in the Application for Payment.
- Consultant shall immediately inform Owner when Consultant observes work, which does not conform to the Contract Documents. When Consultant's observations so indicate, Consultant shall recommend special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is then fabricated, installed or completed.
- Review and monitor the general contractor's project schedule to ensure compliance with the project milestones. Consultant shall review any deadline extension requests for project deliverables with Owner and recommend for approval.
- Provide recommendations for approvals of schedule and weather delays. Consultant shall assist with suggesting alternate resolutions to maintain compliance with project milestones shall any unforeseen delays occur.
- Consultant shall assist in addressing any unforeseen conditions, General Contractor claims, disputes, and provide recommendations for resolving issues in cooperation with the Owner, General Contractor and Architect.
- Ensure that the general contractor has determined any long lead items that may hinder the overall project schedule and has taken steps to ensure their timely delivery.
- In collaboration with the Owner, Architect, and Contractor, develop a schedule for punch and warranty walks and trainings, including required attendees to attend these punch walks. It is expected the consultant shall attend all punch walks, including final landscape warranty walks.

**Consultant Services Agreement
CDG - Lakehurst and Mosley LP**

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- Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractors, Subcontractors, or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.
- Consultant shall monitor project milestones in connection to the mobilization and on-site preparation of ground improvements and off-site improvements.
- The Consultant shall act with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor.

3. Project Closeout and Post Construction Phase:

- Consultant shall ensure that all final inspections have been conducted and the government Building Department has issued a Certificate of Occupancy.
- Prior to Owner approving the final pay app and retention release, Consultant shall review and negotiate final application for payment, and recommend for approval the final retention draw.
- Consultant shall develop and facilitate punch-list and move in schedules in coordination with the Owner, Architect and General Contractor.
- Assist project team in establishing criteria and format for punch-lists, monitor and evaluate execution of related repairs.
- Monitor Contractor's processes and procedures for post construction / occupancy repairs and warranty work.
- Ensure that the contractors provide the Owner and Owner's Property Management Agent with all Owner's manuals, warranties, and a complete demonstration of all equipment and building systems, which may take place in a punch list walk-through. Owner may want the demonstration videotaped. Owner will pay for video recording fees.

4. Reimbursable Expenses:

- Reasonable costs of travel and subsistence incurred by Consultant's representatives while on trips authorized in writing by Owner outside a twenty-five (25) mile radius of the address of the Project.
- Reasonable costs of printing, photo processing, shipping, and delivery which are incurred specifically for the Project.

Notwithstanding the foregoing, all travel expenses shall require Owner's prior written approval and Reimbursable Expenses in excess of Two Hundred Dollars (\$200) per item (or per group of similar or related items) which have not approved in writing by Owner prior to being incurred will not be reimbursed.

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If Owner elects to pay any Reimbursable Expense, such payment shall not constitute a waiver by Owner of its right to refuse to pay or reimburse any subsequent expenses which were incurred without Owner's prior approval or which are otherwise not reimbursable hereunder.

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EXHIBIT B
FEE SCHEDULE

Proposed fee for the scope of work shall not exceed Seventy-Eight Thousand, Seven Hundred Seventy-One Dollars and Zero Cents (\$78,771.00) without Owner approval.

Phase	Fixed Fee	NTE
Pre-Development	N/A	\$0
Construction Contract Administration	\$3,709.50 monthly x 18 months of construction*	\$66,771.00
Project Closeout and Post Construction	\$4,500.00	\$4,500.00
Contingency with owner's written approval	Partial months T&M up to monthly fixed fee	\$7,500.00
Total All Phases		\$78,771.00

*Construction duration is based on the construction schedule as of the date of contract signing.

EXHIBIT C
INSURANCE REQUIREMENTS FOR CONSULTANTS
 (Cyber/tech optional, not to be used for construction contracts)

Consultant shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. For consultants interacting with the public or with tenants, coverage must include coverage for discrimination, harassment, and fair housing claims under DFEH and HUD.
- **Automobile Liability:** ISO Form Number CA 00 01 coverage any auto (Code 1), or if Consultant has no owned autos, hired (Code 8) and non-owned autos (Code 9) with limit no less than \$1 million for bodily injury and property damage. This requirement does not apply if no motor vehicles are used in providing services under the contract.
- **Workers’ Compensation**, as required by the State of California, with Statutory Limits and Employers’ Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. This requirement does not apply to sole proprietors.
- **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 in the aggregate. For consultants interacting with the public or with tenants, coverage must include coverage against discrimination, harassment, and fair housing claims under DFEH and HUD. If cover age is provided on a claims-made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of the contract work; insurance must be maintained, and evidence of coverage must be provided for at least five (5) years after completion of the contract of work. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
- **IF APPLICABLE: Cyber Liability Insurance:** Coverage is required if the vendor/consultant is accessing, collecting, storing, or transferring Personally identifiable Information or medical information on staff, tenant, applicants etc.). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic

information. The policy shall provide coverage for breach response costs, regulatory fines, and penalties as well as credit monitoring expenses with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. This requirement does not apply if the consultant will not be accessing or storing AHA data subject to privacy regulations under Federal or state law, including but not limited to PII, PCI, and PHI, providing software, or accessing AHA information technology systems.

- **IF APPLICABLE: Technology Professional Liability:** Coverage is required if the vendor/consultant is providing software or a technology services (data storage, website design, etc.). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving media liability and infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, security and privacy liability that include invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits no less than \$2,000,000 per occurrence or claim, \$4,000,000 in the aggregate. For consultants interacting with the public or with tenants, coverage must include coverage against discrimination, harassment, and fair housing claims under DFEH and HUD. If coverage is provided on a claims-made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of the contract work; insurance must be maintained, and evidence of coverage must be provided for at least five (5) years after completion of the contract of work. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
 - The Policy shall include or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of the electronic data and/or information "property" of Owner in the care, custody, or control of the Consultant. If not covered under the Consultant's liability policy, such "property coverage of Owner may be endorsed onto the Consultants Cyber Liability Policy as follows:
 - Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, destruction of electronic data and/or information "property" of Owner that will be in the Care, custody, or control of Consultant.

If the consultant maintains broader coverage and/or higher limits than the minimums shown above, Owner requires and shall be entitled to the broader coverage and/or the higher limits maintained by the consultant. The insurance limits required by Owner are not represented as being sufficient to protect Consultant. Consultant is advised to consult Consultant's insurance broker to determine adequate coverage for Consultant.

OTHER INSURANCE REQUIREMENTS:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- **Additional Insured Status:** : The Housing Authority of the City of Alameda and its affiliates, Alameda Affordable Housing Corporation and Island City Development and its Subsidiaries, and their departments, their respective directors, officers, Boards of Commissioners, employees, designated volunteers, elected or appointed officials, (AHA), are to be covered as additional insured on

the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used.

- **Primary Coverage:** For any claims related to this contract, the Consultant's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects Owner, its general partners, lenders, investors, partners, successors or assigns. Any insurance or self-insurance maintained by Owner, its general partners, lenders, investors, partners, successors or assigns shall be excess of the Contractor's insurance and shall not contribute to it.
- **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to Owner.
- **Self-Insured Retentions:** Self-insured retentions must be declared and approved by Owner. Owner may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Owner.
- **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to Owner.
- **Verification of Coverage:** Consultant shall furnish Owner with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause, and a copy of the Declarations and Endorsement page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- **Subcontractors:** Consultant shall pass down the insurance obligations contained herein to all tiers of subcontractors working under the contract.
- **Notification of claims:** The Proposer agrees to notify Owner in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the contract as soon as practicable, but no later than three (3) business days after their first knowledge of such claim or event.
- **Special Risks or Circumstance:** Owner reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.

AIA® Document A102® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 14th day of February in the year 2024

BETWEEN the Owner:

(Name, legal status, address and other information)

Mabuhay and Lakehurst LP

701 Atlantic Avenue
Alameda, CA 94501

and the Contractor:

(Name, legal status, address and other information)

J.H. Fitzmaurice, Inc.

2857 Hannah Street
Oakland, CA 94608
Tel: (510) 444-7561
Fax: (510) 444-1344
Contractor's License No.: 111689

for the following Project:

(Name, location and detailed description)

Linnet Corner

2000 Lakehurst Circle
Alameda, CA 94501

JHF Job No. 23847

The Architect:

(Name, legal status, address and other information)

HKIT Architects

538 Ninth Street, Suite 240
Oakland, CA 94607
Tel: (510) 625-9801

The Lender (s):

(Name, legal status, address and other information)

The entities below are collectively the "Lender" herein:

Housing Authority of the City of Alameda
c/o Island City Development
c/o Alameda Affordable Housing Corporation
701 Atlantic Avenue
Alameda, CA 94501

Bank of America, N.A.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A102™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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Dallas Infomart
1950 N. Stemmons Fwy, Suite 5049
TX2 160-05-33
Dallas, TX 75207
Attn: Construction Servicing (Real Estate) Loan Admin Manager

Wincopin Circle LLLP and its successors, assigns and transferees
The Banc of America Housing Fund XVII Limited Partnership, LLLP
11000 Broken Land Parkway, Suite 700
Columbia, MD 21044

State of California Department of Housing and Community Development
2020 W. El Camino Avenue, Suite 400
P.O. Box 952054
Sacramento, CA 94252-2054

The Owner and Contractor agree as follows.

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EXHIBIT A	INSURANCE AND BONDS
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Exhibit N:	Listing of Anticipated Subcontractors
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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this

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Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 16.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

§ 2.1 Site Work. The Owner has provided to the Contractor such geotechnical, environmental, civil and other reports which the Owner has caused to be prepared concerning the Project site and Contractor is entitled to rely upon such information. It shall be the responsibility of the Contractor to ascertain to its own satisfaction, through its own visual inspections, analyses, calculations and any additional tests or inspections deemed necessary or appropriate by the Contractor, whether and to what extent the Contractor will need to import or export soil in order to comply with the civil grades specified in the Drawings and Specifications in accordance with the requirements of the Owner's geotechnical engineer. It is recognized that Contractor has not performed, nor has been expected to perform pre-Agreement surveys, soils testing, soils exploration, destructive testing on existing soils or structures, or other site explorations.

§ 2.2 Soils Testing. Before any soil is imported to or exported from the Project site, the Contractor shall arrange for testing of such soil by consultants designated by the Owner (collectively referred to herein as the "Owner's Consultants") and obtain written approval from the Owner for such importing or exporting of soil. All testing shall be performed at the Owner's expense by the Owner's Consultants.

§ 2.3 Coordination of Utility Service Providers. As part of the Work, the Contractor shall coordinate and schedule temporary and permanent utility services for the Project, including, without limitation, permanent cable television/date, telephone and security connections. The Contractor shall coordinate and schedule utility services with all utility service providers identified by the Owner, such that such services are available as and when needed for construction and completion of the Project in accordance with the Project Schedule. In addition, the Contractor shall install telephone, cable television, access and security systems as provided in the Contract Documents. The Contract Sum includes the cost of any temporary utilities required by Contractor, its Subcontractors or Suppliers.

§ 2.4 Notwithstanding any other clause or term in this Contract or the Contract Documents, if soils or other materials that the Contractor is required under this Contract to remove from the Project site are found to contain hazardous substances, or suspected to contain such substances due to prior contamination of the site, and such contamination is in excess of what is allowable by local dump sites, the Contract may be adjusted pursuant to Article 6, for the additional cost of disposal of such materials.

ARTICLE 3 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 4.1 The date of commencement of the Work shall

(Paragraphs deleted)

be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

§ 4.1.1 It is understood that Contractor needs to begin the work as soon as reasonably practical. The Contractor needs approximately ten (10) calendar days to mobilize prior to starting work on site after the execution of this Agreement and thus the "date of commencement" will not be sooner than that time period (unless the Contractor starts substantial operations before then). Therefore, the "date of commencement", shall be no later than ten (10) calendar days after all of the following events have occurred:

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- a) Contractor's receipt of confirmation of Property Insurance to be provided by Owner (See Exhibit A, subsection 11.3); and,
- b) Contractor's receipt of a Building Permit and any other permits that may be required by the City or any Government Agency for work intended by Contractor to be commenced on the site (AIA Document A201, subsection 3.7.1)); and,
- c), Contractor's receipt of documentation confirming the existence of adequate financing for the Work; and,
(Paragraph deleted)
- d) Contractor's receipt of a fully executed copy of this Agreement; and,
- e) Contractor's receipt of a written Notice to Proceed from the Owner.
- f) Contractor's receipt of Owner's approval of Contractor's insurance certificates (See Exhibit A, subsection 11.1.3).

§4.1.2 It is understood that in order for the Contractor to maintain its schedule and avoid delays to the Project the Owner must provide Contractor with an Encroachment Permit for the installation of all on-site and off-site utilities; and, final approval of AMP ("Alameda Municipal Power") for all underground dry utility work at least ten (10) business days before the completion of certification of the site pad after the initial site grading work.

§4.1.3 If the Work cannot begin for any reason not related to the negligence of the Contractor or its subcontractors within forty-five (45) days of the execution of this Agreement, then the Contract Amount may be adjusted for proven items of additional costs that may result from such delayed start.

§ 4.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 4.3 The Contractor shall achieve Substantial Completion of the entire Work not later than six hundred and three (603) calendar days from the date of commencement, subject to adjustments of this Contract Time as provided in the Contract Documents.

Article 4.3.1 Weather Days: The Contractor has incorporated into the project schedule "*weather days*" (defined herein) resulting from reasonably anticipated weather conditions for the period during which the work is to be performed. The term "*weather day*" is defined as any regular scheduled work day (not a weekend or holiday) during which the Contractor is unable to make any significant progress in completion of the work due to inclement weather or the effects of inclement weather. The parties agree that the number of "*weather days*" allocated to the Work in the original schedule is to be ten (10) *work days*. The Contractor shall submit documentation substantiating any "*weather days*" with each application for payment as may be required by this Agreement. The Contractor may request an extension of the contract time due to inclement weather only after the number of *weather days* incurred and documented exceeds the previously agreed upon "*weather days*" listed above.

(Paragraphs deleted)

§ 4.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	N/A

§ 4.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 4.3, liquidated damages, if any, shall be assessed as set forth in Section 5.1.6.

ARTICLE 5 CONTRACT SUM

§ 5.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

§ 5.1.1 The Contractor's Fee:

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(Paragraph deleted)

The Contractor's Fee is equal to three-point eight (3.8%) percent overhead and profit of that portion of the Cost of the Work (which shall include costs of bonds and insurance) that is incurred by the Contractor.

§ 5.1.2 The method of adjustment of the Contractor's Fee for changes in the Work:

The method of adjustment of the Contractor's Fee for changes in the Work: The Contractor's Overhead and Fee shall not be adjusted except by Change Order. The Contractors Overhead and Fee shall be an amount equal to three-point eight (3.8%) percent of additive Change Orders and of the net amount of a Change Order that includes additions and deductions to the Work. Subject to the TCAC Limitation (defined below), should weather days, as defined in Article 4.3.1 be exceeded then the Scheduled Completion date and the General Conditions Cost may be extended on a work day by work day basis based on the actual costs incurred by Contractor for such General Conditions including costs associated with accelerating the project schedule as may be needed to make up for the associated lost time. "TCAC Limitation" means an overall cost limitation of fourteen percent (14%) of the cost of construction shall apply to builder overhead, profit, and general requirements, excluding builder's general liability insurance; provided that for purposes of builder overhead and profit, the cost of construction includes offsite improvements, demolition and site work, structures, prevailing wages, and general requirements; provided further that for purposes of general requirements, the cost of construction includes offsite improvements, demolition and site work, structures, and prevailing wages.

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

See above.

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed the standard rental rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
N/A		

§ 5.1.6 LIQUIDATED DAMAGES. CONTRACTOR ACKNOWLEDGES AND RECOGNIZES THAT THE OWNER IS ENTITLED TO FULL AND BENEFICIAL OCCUPANCY AND USE OF THE COMPLETED WORK FOLLOWING EXPIRATION OF THE CONTRACT TIME. THE CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES THAT IF THE CONTRACTOR FAILS TO COMPLETE SUBSTANTIALLY OR CAUSE THE SUBSTANTIAL COMPLETION OF ANY PORTION OF THE WORK WITHIN THE CONTRACT TIME, THE OWNER WILL SUSTAIN DAMAGES AND SERIOUS LOSS AS A RESULT OF SUCH FAILURE. THE EXACT AMOUNT OF SUCH DAMAGES WILL BE EXTREMELY DIFFICULT TO ASCERTAIN. THEREFORE, THE OWNER AND CONTRACTOR AGREE AS SET FORTH BELOW.

IF THE CONTRACTOR FAILS TO ACHIEVE SUBSTANTIAL COMPLETION OF THE WORK WITHIN THE CONTRACT TIME, THE OWNER SHALL BE ENTITLED TO RETAIN OR RECOVER FROM THE CONTRACTOR, AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, THE FOLLOWING PER DIEM AMOUNTS COMMENCING UPON THE FIRST DAY FOLLOWING EXPIRATION OF THE CONTRACT TIME AND CONTINUING UNTIL THE ACTUAL DATE OF SUBSTANTIAL COMPLETION. SUCH LIQUIDATED DAMAGES ARE HEREBY AGREED TO BE A REASONABLE PRE-ESTIMATE OF DAMAGES THE OWNER WILL INCUR AS A RESULT OF DELAYED COMPLETION OF THE WORK:

TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) PER CALENDAR DAY

The Owner may deduct liquidated damages described herein from any unpaid amounts then or thereafter due the Contractor under this Agreement.

§ 5.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

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None

§ 5.2 Guaranteed Maximum Price

§ 5.2.1

(a) The Contract Sum is guaranteed by the Contractor not to exceed Twenty-Nine Million Five-Hundred Sixty-One Thousand Five Hundred Six Dollars and Seventy-Five Cents (\$29,561,506.75) subject to additions and deductions by Change Order as provided in the Contract Documents ("Guaranteed Maximum Price").

(b) Prior to the scheduled date of mobilization by Contractor, Owner and Contractor shall work together to "value engineer" and reduce the expected Cost of Work. Any such reduction (referred to herein as "Pre-Mobilization Savings") will be reflected in a deductive Change Order to reduce the applicable item(s) in the Schedule of Values, and reduce the Guaranteed Maximum Price. Cost Savings shall not include Pre-Mobilization Savings.

(c) **Contract Contingency.** Schedule of Values (Exhibit B) contains a line item (the "Contract Contingency") such line item is created to fund certain unanticipated Costs of the Work. The Owner and the Contractor agree that the Contract Contingency may be used only to fund certain Cost of the Work and may be used upon written notice to and consent from Owner, which consent shall not be unreasonably withheld, delayed or conditioned. Cost of Work that may be funded from the Contract Contingency include, but are not necessarily limited to: (i) reimbursable cost overruns incurred for any line-item in the original Project Budget (ii) costs to address weather related conditions, (iii) cost increases due to materials cost increases (that are not otherwise reimbursable under the Contract) and (iv) any other Cost of the Work that was not included in the original Project Budget but should have been under the terms of this Agreement. In no event shall Contract Contingency funds be available for costs not to be reimbursed pursuant to Article 8. Notwithstanding the above, it is not intended that the Contractor's Contingency be used as a substitute for, or alternative to, or limitation to, increasing the Contract amount for any item, change, modification or addition to the work that would justify a Change Order or increase in the Contract Amount under the other sections of this Agreement.

§ 5.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

Refer to Exhibit C "Contractor's Qualifications and Exclusions"

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraph deleted)

§ 5.2.3 Allowances, if any, included in the Guaranteed Maximum Price:

All Allowances shall be expressly identified in the Contractor's Schedule of Values and "Contractor's Qualifications and Exclusions" as stated in Exhibit C. If the actual cost of any Allowance items is less than the Allowance amount set forth in the Schedule of Values, the difference shall be transferred to the Owner as a deductive Change Order.

(Table deleted)

§ 5.2.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:

(Paragraphs deleted)

"Contractor's Qualifications and Exclusions" are attached as **Exhibit C** to this Agreement and are incorporated herein.

§ 5.2.5 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 5.2.6 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 5.2.4. The Owner shall promptly furnish such revised Contract

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Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 5.2.4 and the revised Contract Documents.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work may be determined by any of the methods listed in Article 7 of AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 6.2 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 5, 7 and 8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Contractor's Fee as defined in Section 5.1.1 of this Agreement.

§ 6.4 If no specific provision is made in Article 5 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Article 5 will cause substantial inequity to the Owner or Contractor, the Contractor's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COSTS TO BE REIMBURSED

§ 7.1 Cost of the Work

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article 7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard paid at the place of the Project, except with approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel working on matters relating to and arising out of the Project or the Work, whether or not such personnel are stationed at the site or at other locations, including but not limited to, costs for Contractor's superintendent, engineer, and project manager. Such cost will include costs incurred prior to the execution of this Agreement reasonably necessary for the construction of the Work.

§ 7.2.2.1 Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the
(Paragraphs deleted)
Work.

§ 7.2.3 Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Contractor, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments, and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

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§ 7.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, with the Owner's approval.

§ 7.3 Subcontract Costs

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Contractor's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. In addition to the bond premiums for Contractor these costs shall include a proportionate share of Contractor's Commercial General Liability Insurance Policy, Pollution, Umbrella Insurance Policy, Employee Practice Liability Policy, Commercial Crime, Business/Commercial Auto, and Equipment Floater Policy in the amount indicated in the Schedule of Values. The full cost of special insurance, meaning any form, type or limits of insurance beyond which the Contractor's normally carries, that may be required by this Agreement will be included as a "Cost of the Work."

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Contractor, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Contractor is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Contractor is required by the Contract Documents to pay. Owner to pay for building permit.

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§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor had reason to believe that the required design, process or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017. The costs of legal defenses, judgments, and settlements, shall not be included in the Cost of the Work used to calculate the Contractor's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.6.12 Costs for electronic equipment, "cloud storage" and software, directly related to the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201-2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Contractor, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

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§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 10.

ARTICLE 8 COSTS NOT TO BE REIMBURSED

§ 8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 15;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless approved by the Owner;
- .3 Expenses of the Contractor's principal office and offices other than the site office except those directly related to the Work or the Project;
- .4 Overhead and general expenses, except as may be expressly included in Article 7;
- .5 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, or Exhibit A, section 11.3 Property Insurance, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Contractor, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Article 7 or permitted elsewhere in this Agreement; and
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

§ 9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included the amount to be paid, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

§ 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall, if there is adequate time, deliver such bids to the Owner (and to the Architect if directed to do so by the Owner in writing) with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers in consultation with the Contractor and, subject to Section 10.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection. . If, prior to execution of this Agreement, Contractor has furnished Owner with a list of subcontractors, suppliers or consultants (collectively "vendors" it proposes to use on the Project, and Owner has not

objected in writing to the entities or parties listed, then Owner's approval of such vendors shall be deemed to have occurred.

§ 10.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 10.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Contractor shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article 11.

ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 12 PAYMENTS

§ 12.1 Progress Payments

§ 12.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 12.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 12.1.3 Provided that a complete approved Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the thirtieth (30th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the complete and approved Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 12.1.4 If requested by the Owner, with each Application for Payment, the Contractor shall submit certified payrolls (for the period covered by the prior Application for Payment), petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 12.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

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§ 12.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 12.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 12.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 12.1.5.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect.

§ 12.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 12.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 12.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 12.1.7.1.1 and 12.1.7.1.2 at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 12.1.7.1.1 and 12.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 12.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 12.1.8.

§ 12.1.8 Retainage

§ 12.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Paragraphs deleted)

ten (10%) percent

§ 12.1.8.1.1 The following items are not subject to retainage:

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(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

See Exhibit C "Contractor's Qualifications and Exclusions"

§ 12.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 12.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Per attached Exhibit O – Early Retention / No Retention Items

§ 12.1.8.3 Except as set forth in this Section 12.1.8.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 12.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

None

§ 12.1.9 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 12.1.10 Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 12.1.11 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 12.1.12 In taking action on the Contractor's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 12.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 12.2 Final Payment

§ 12.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract, except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 12.2.2.

§ 12.2.2 Within 30 days of the Owner's receipt of the Contractor's final accounting for the Cost of the Work, the Owner may conduct an audit of the Cost of the Work or notify the Architect and Contractor that it will not conduct an audit.

§ 12.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect and Contractor.

§ 12.2.2.2 Within seven days after receipt of the written report described in Section 12.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 12.2.1 have been met, the

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Architect will either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 12.2.2 supersede those stated in Article 9 of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

§ 12.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Contractor's final accounting, is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.

§ 12.2.3 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

As permitted and approved by the Project Lenders.

§ 12.2.4 If, subsequent to final payment, and at the Owner's request, the Contractor incurs costs, described in Article 7 and not excluded by Article 8, to correct defective or nonconforming Work, the Owner shall reimburse the Contractor for such costs, and the Contractor's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 5.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 12.2.4 in determining the net amount to be paid by the Owner to the Contractor.

§ 12.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

2 %

ARTICLE 13 DISPUTE RESOLUTION

§ 13.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to the Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 13.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15 of AIA Document A201-2017, and subject to the limitations set forth therein.
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 14 TERMINATION OR SUSPENSION

§ 14.1 Termination

§ 14.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 14.1.2 Termination by the Owner for Cause

§ 14.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 14.1.2.2 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 14.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

- .1 for Work performed on the terminated portion of the Work before the effective date of termination, for lump sum and Allowance Items, the cost of the Work under clauses 1 through 5 of Subparagraph 7.3.7 for that Work or, for unit cost items, the cost based upon the units performed before the effective date of termination. In addition, Contractor shall be paid the cost of settling and paying termination costs under terminated subcontracts and other costs properly chargeable to the terminated portion of the Work;
- .2 reasonable costs directly related to such termination as described in detail in invoices and descriptions provided by Contractor and as approved by the Architect; and
- .3 if Contractor would have earned a profit under the Contract had the Work been completed, a pro rata portion of such profit based upon the percentage of completion of the Work as of the effective date of termination.

§ 14.2 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Article 5 and Section 6.4 of this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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§ 15.1.1 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

2 % per annum, calculated monthly.

§ 15.2 The Owner's representative:
(Name, address, email address and other information)

Vanessa Cooper
c/o Housing Authority of the City of Alameda
701 Atlantic Ave.
Alameda, CA 94501
Tel: (510)747-4300
Email: vcooper@alamedahsg.org

§ 15.3 The Contractor's representative:
(Name, address, email address and other information)

Mohammad Hakimi
c/o J.H. Fitzmaurice, Inc.
2857 Hannah Street
Oakland, CA 94608
Tel: (510) 444-7561 ext. 303
Fax: (510) 444-1344
Mobile Number: (510) 774-9699
Email: MH@jhfoak.com

§ 15.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 15.5 Insurance and Bonds

§ 15.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A102™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 15.5.2 The Contractor shall provide bonds as set forth in AIA Document A102™-2017 Exhibit A, and elsewhere in the Contract Documents. The Contractor shall be required to furnish a Performance Bond and a Labor and Material (Payment) Bond, each bond to be in the amount of 100% of the Contract Sum as security for the faithful performance and payment of all obligations under the Contract Documents, and as further set forth in AIA Document A201 -2017 as modified by Owner. The bonds shall be in recordable form and shall name Owner and lenders designated by the Owner as co-obligees or assignees.

§ 15.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

§ 15.7 Other provisions:

15.7.1 Prevailing Wages.

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.1 **Davis Bacon Act Requirements.** This Project shall be constructed in compliance with the prevailing wage requirements of the federal Davis-Bacon Act and in accordance with the wage rate determination attached as **Exhibit H**. The Contractor shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the Owner) the Owner against any claim for damages, compensation, fines, penalties or other amounts to the extent arising out of the failure or alleged failure of any person or entity (including the subcontractors) to pay prevailing wages as determined pursuant to the prevailing wage provisions of the federal Davis-Bacon Act and implementing rules and regulations in connection with the construction of the Project or any other work undertaken or in connection with the Project. Contractor's indemnity obligations shall survive the termination or expiration of the Contract.

.2 **State Prevailing Wages.**

The Contractor shall and shall cause Subcontractors to pay prevailing wages in the construction of the Project as those wages are determined pursuant to Labor Code Sections 1720 et seq., to employ apprentices as required by Labor Code Sections 1777.5 et seq., and the implementing regulations of the Department of Industrial Relations and comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1777.5 et seq., and implementing regulations of the Department of Industrial Relations. The Contractor shall and shall cause the Subcontractors to keep and retain such records as are necessary to determine if such prevailing wages have been paid as required pursuant to Labor Code Sections 1720 et seq., and apprentices have been employed as required by Labor Code Sections 1777.5 et seq. Copies of the currently applicable current per diem prevailing wages are available from the California Department of Industrial Relations website, www.dir.ca.gov.

During the construction of the Project, Contractor shall post at the property the applicable prevailing rates of per diem wages. In the event Contractor or any Subcontractor fails to provide any requested certified payroll documents within forty-five (45) days of the initial request by Owner, Contractor shall pay a penalty equal to \$100 per day for each day beyond such 45-day period through the date Contractor and/or Subcontractor delivers the certified payroll documents.

Contractor shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the Owner) the Owner against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Contractor and Subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq., to employ apprentices pursuant to Labor Code Sections 1777.5 et seq., and implementing regulation or comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1777.5 et seq., and implementing regulations of the Department of Industrial Relations in connection with construction of the Project or any other work undertaken or in connection with the property. Contractor's indemnity obligations shall survive the termination or expiration of the Contract.

Contractor and all subcontractors shall keep accurate payroll records, 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 him or her in connection with the Work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury in accordance with Labor Code Section 1776. Contractor shall provide such records to Owner on a weekly basis and such records shall be available for inspection by Owner. Owner shall have the right to conduct on-site employee interviews to ensure compliance with this Section.

The Contractor and all subcontractors are subject to the provisions of Sections 1810-1814 of the California Labor Code which provide that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the contractor or subcontractor shall forfeit, as a penalty, \$25 for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week and is not paid overtime.

Section 1815 of the Labor Code requires that notwithstanding the provisions of Sections 1810-1814, employees of contractors who work in excess of eight hours per day and 40 hours per week shall be

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compensated for all hours worked in excess of eight hours per day at not less than 1-1/2 times the basic rate of pay.

Contractor, shall, if requested by Owner, provide to Owner or Owner's Lenders documentation evidencing the proper payment of prevailing wages and maintenance of labor records as required by the applicable requirements.

Additional Prevailing Wage requirements may be set forth in **Exhibit G**

§ 15.7.2 Entire Agreement. This Contract and its exhibits set forth the entire understanding between the parties. The parties to this Contract have read and reviewed this Contract and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party (including but not limited to Civil Code Section 1654) shall not apply to this Contract.

§ 15.7.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

§ 15.7.4 CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS STATE LICENSE BOARD, P.O. BOX 26000 SACRAMENTO, CALIFORNIA 95826

ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS

§ 16.1 This Agreement is comprised of the following documents:

- .1 AIA Document A102™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A102™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction

Exhibit A:	Insurance and Bonds
Exhibit B:	Contractor's Schedule of Values and General Conditions Breakdown
Exhibit C:	Contractor's Qualifications and Exclusions
Exhibit D:	Construction Preliminary Schedule
Exhibit E:	Drawings and Specifications
Exhibit F:	Conditions of Approval/Mitigation Requirements
Exhibit G:	Public Lender Requirements
Exhibit H:	Prevailing Wage Determination
Exhibit I:	Design-Build Work
Exhibit J:	Lien Waivers & Releases
Exhibit K:	Section 3 Requirements
Exhibit L:	Rider Re Legal Requirements
Exhibit M:	Listing of Anticipated Subcontractors
Exhibit N:	Listing of Early Retention and No Retention Items

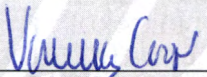
- .9 Other documents, if any, listed below:

This Agreement entered into as of the day and year first written above.

Mabuhay and Lakehurst LP,
a California limited partnership

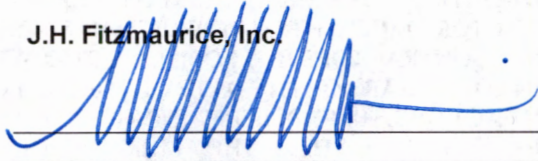
By: ICD Mabuhay LLC,
a California limited liability company,
its managing general partner

By: Island City Development,
a California nonprofit public benefit
corporation, its sole manager



(Row deleted)
OWNER (Signature)
Vanessa Cooper, President

(Printed name and title)

J.H. Fitzmaurice, Inc.


CONTRACTOR (Signature)
Mohammad Hakimi, President

(Printed name and title)

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OWNER NOTARY:

State of California)
) .ss
County of Alameda)

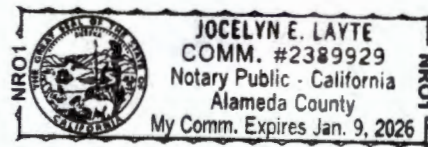
On 2/14/24 before me, Jocelyn E. Layte Notary Public, personally
(Paragraph deleted)

appeared **Vanessa Cooper**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jocelyn E. Layte (Seal)



CONTRACTOR NOTARY:

State of California)
) .ss
County of Alameda)

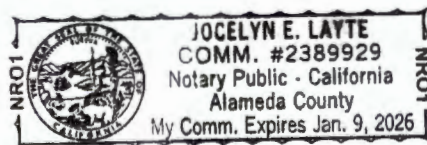
(Paragraph deleted)
On 2/14/24 before me, Jocelyn E. Layte Notary Public, personally

appeared **Mohammad Hakimi**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jocelyn E. Layte (Seal)
(Table deleted)



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Additions and Deletions Report for

AIA® Document A102® – 2017

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PAGE 1

AGREEMENT made as of the day of ~~in the year~~

(In words, indicate day, month and year.) 14th day of February in the year 2024

...

Mabuhay and Lakehurst LP

701 Atlantic Avenue

Alameda, CA 94501

...

(Name, legal status, address and other information)

J.H. Fitzmaurice, Inc.

2857 Hannah Street

Oakland, CA 94608

Tel: (510) 444-7561

Fax: (510) 444-1344

Contractor's License No.: 111689

...

(Name, location and detailed description)

Linnet Corner

2000 Lakehurst Circle

Alameda, CA 94501

JHF Job No. 23847

The Architect:

(Name, legal status, address and other information)

HKIT Architects

538 Ninth Street, Suite 240

Oakland, CA 94607

Tel: (510) 625-9801

The Lender (s):

(Name, legal status, address and other information)

The entities below are collectively the "Lender" herein:

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Housing Authority of the City of Alameda
c/o Island City Development
c/o Alameda Affordable Housing Corporation
701 Atlantic Avenue
Alameda, CA 94501

Bank of America, N.A.
Dallas Infomart
1950 N. Stemmons Fwy, Suite 5049
TX2 160-05-33
Dallas, TX 75207
Attn: Construction Servicing (Real Estate) Loan Admin Manager
Wincopin Circle LLLP and its successors, assigns and transferees
The Banc of America Housing Fund XVII Limited Partnership, LLLP
11000 Broken Land Parkway, Suite 700
Columbia, MD 21044

State of California Department of Housing and Community Development
2020 W. El Camino Avenue, Suite 400
P.O. Box 952054
Sacramento, CA 94252-2054
PAGE 2

PAGE 3

EXHIBIT A — INSURANCE AND BONDSEXHIBIT A INSURANCE AND BONDS

Exhibit B:	Contractor's Schedule of Values and General Conditions Breakdown
Exhibit C:	Contractor's Qualifications and Exclusions
Exhibit D:	Construction Preliminary Schedule
Exhibit E:	Drawings and Specifications
Exhibit F:	Conditions of Approval/Mitigation Requirements
Exhibit G:	Public Lender Requirements
Exhibit H:	Prevailing Wage Determination
Exhibit I:	Design-Build Work
Exhibit J:	Lender/Investor Insurance Requirements
Exhibit K:	Lien Waivers & Releases
Exhibit L:	Section 3 Requirements
Exhibit M:	Rider Re Legal Requirements
Exhibit N:	Listing of Anticipated Subcontractors
Exhibit O:	Listing of Early Retention and No Retention items

PAGE 4

§ 2.1 Site Work. The Owner has provided to the Contractor such geotechnical, environmental, civil and other reports which the Owner has caused to be prepared concerning the Project site and Contractor is entitled to rely upon such information. It shall be the responsibility of the Contractor to ascertain to its own satisfaction, through its own visual inspections, analyses, calculations and any additional tests or inspections deemed necessary or appropriate by the Contractor, whether and to what extent the Contractor will need to import or export soil in order to comply with the civil grades specified in the Drawings and Specifications in accordance with the requirements of the Owner's geotechnical engineer. It is recognized that Contractor has not performed, nor has been expected to perform pre-Agreement surveys, soils testing, soils exploration, destructive testing on existing soils or structures, or other site explorations.

§ 2.2 Soils Testing. Before any soil is imported to or exported from the Project site, the Contractor shall arrange for testing of such soil by consultants designated by the Owner (collectively referred to herein as the "Owner's Consultants") and obtain written approval from the Owner for such importing or exporting of soil. All testing shall be performed at the Owner's expense by the Owner's Consultants.

§ 2.3 Coordination of Utility Service Providers. As part of the Work, the Contractor shall coordinate and schedule temporary and permanent utility services for the Project, including, without limitation, permanent cable television/data, telephone and security connections. The Contractor shall coordinate and schedule utility services with all utility service providers identified by the Owner, such that such services are available as and when needed for construction and completion of the Project in accordance with the Project Schedule. In addition, the Contractor shall install telephone, cable television, access and security systems as provided in the Contract Documents. The Contract Sum includes the cost of any temporary utilities required by Contractor, its Subcontractors or Suppliers.

§ 2.4 Notwithstanding any other clause or term in this Contract or the Contract Documents, if soils or other materials that the Contractor is required under this Contract to remove from the Project site are found to contain hazardous substances, or suspected to contain such substances due to prior contamination of the site, and such contamination is in excess of what is allowable by local dump sites, the Contract may be adjusted pursuant to Article 6, for the additional cost of disposal of such materials.

...

§ 4.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

☐ — The date of this Agreement.

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☐ — A date set forth be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

☐ — Established as follows: **§ 4.1.1** It is understood that Contractor needs to begin the work as soon as reasonably practical. The Contractor needs approximately ten (10) calendar days to mobilize prior to starting work on site after the execution of this Agreement and thus the "date of commencement" will not be sooner than that time period (unless the Contractor starts substantial operations before then). Therefore, the "date of commencement", shall be no later than ten (10) calendar days after all of the following events have occurred:

- a) Contractor's receipt of confirmation of Property Insurance to be provided by Owner (See Exhibit A, subsection 11.3); and,
 - (Insert a date or a means to determine the date of commencement of the Work.) b) Contractor's receipt of a Building Permit and any other permits that may be required by the City or any Government Agency for work intended by Contractor to be commenced on the site (AIA Document A201, subsection 3.7.1)); and,
 - c) Contractor's receipt of documentation confirming the existence of adequate financing for the Work; and,
- If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement. d) Contractor's receipt of a fully executed copy of this Agreement; and,
- e) Contractor's receipt of a written Notice to Proceed from the Owner.
 - f) Contractor's receipt of Owner's approval of Contractor's insurance certificates (See Exhibit A, subsection 11.1.3).

§4.1.2 It is understood that in order for the Contractor to maintain its schedule and avoid delays to the Project the Owner must provide Contractor with an Encroachment Permit for the installation of all on-site and off-site utilities; and, final approval of AMP ("Alameda Municipal Power") for all underground dry utility work at least ten (10) business days before the completion of certification of the site pad after the initial site grading work.

§4.1.3 If the Work cannot begin for any reason not related to the negligence of the Contractor or its subcontractors within forty-five (45) days of the execution of this Agreement, then the Contract Amount may be adjusted for proven items of additional costs that may result from such delayed start.

PAGE 5

§ 4.3 The Contractor shall achieve Substantial Completion of the entire Work not later than six hundred and three (603) calendar days from the date of commencement, subject to adjustments of this Contract Time as provided in the Contract Documents.

Article 4.3.1 Weather Days: The Contractor has incorporated into the project schedule "weather days" (defined herein) resulting from reasonably anticipated weather conditions for the period during which the work is to be performed. The term "weather day" is defined as any regular scheduled work day (not a weekend or holiday) during which the Contractor is unable to make any significant progress in completion of the work due to inclement weather or the effects of inclement weather. The parties agree that the number of "weather days" allocated to the Work in the original schedule is to be ten (10) work days. The Contractor shall submit documentation substantiating any "weather days" with each application for payment as may be required by this Agreement. The Contractor may request an extension of the contract time due to inclement weather only after the number of weather days incurred and documented exceeds the previously agreed upon "weather days" listed above.

§ 4.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☐ — Not later than () calendar days from the date of commencement of the Work.

☐ — By the following date:

...

N/A

N/A

PAGE 6

(State a lump sum, percentage of Cost of the Work, or other provision for determining the Contractor's Fee.)

The Contractor's Fee is equal to three-point eight (3.8%) percent overhead and profit of that portion of the Cost of the Work (which shall include costs of bonds and insurance) that is incurred by the Contractor.

...

The method of adjustment of the Contractor's Fee for changes in the Work: The Contractor's Overhead and Fee shall not be adjusted except by Change Order. The Contractors Overhead and Fee shall be an amount equal to three-point eight (3.8%) percent of additive Change Orders and of the net amount of a Change Order that includes additions and deductions to the Work. Subject to the TCAC Limitation (defined below), should weather days, as defined in Article 4.3.1 be exceeded then the Scheduled Completion date and the General Conditions Cost may be extended on a work day by work day basis based on the actual costs incurred by Contractor for such General Conditions including costs associated with accelerating the project schedule as may be needed to make up for the associated lost time. "TCAC Limitation" means an overall cost limitation of fourteen percent (14%) of the cost of construction shall apply to builder overhead, profit, and general requirements, excluding builder's general liability insurance; provided that for purposes of builder overhead and profit, the cost of construction includes offsite improvements, demolition and site work, structures, prevailing wages, and general requirements; provided further that for purposes of general requirements, the cost of construction includes offsite improvements, demolition and site work, structures, and prevailing wages.

...

See above.

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed ~~percent~~ (—%) of the standard rental rate paid at the place of the Project.

...

N/A

§ 5.1.6 ~~Liquidated damages, if any:~~ **LIQUIDATED DAMAGES. CONTRACTOR ACKNOWLEDGES AND RECOGNIZES THAT THE OWNER IS ENTITLED TO FULL AND BENEFICIAL OCCUPANCY AND USE OF THE COMPLETED WORK FOLLOWING EXPIRATION OF THE CONTRACT TIME. THE CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES THAT IF THE CONTRACTOR FAILS TO COMPLETE SUBSTANTIALLY OR CAUSE THE SUBSTANTIAL COMPLETION OF ANY PORTION OF THE WORK WITHIN THE CONTRACT TIME, THE OWNER WILL SUSTAIN DAMAGES AND SERIOUS LOSS AS A RESULT OF SUCH FAILURE. THE EXACT AMOUNT OF SUCH DAMAGES WILL BE EXTREMELY DIFFICULT TO ASCERTAIN. THEREFORE, THE OWNER AND CONTRACTOR AGREE AS SET FORTH BELOW.**

IF THE CONTRACTOR FAILS TO ACHIEVE SUBSTANTIAL COMPLETION OF THE WORK WITHIN THE CONTRACT TIME, THE OWNER SHALL BE ENTITLED TO RETAIN OR RECOVER FROM THE CONTRACTOR, AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, THE FOLLOWING PER DIEM AMOUNTS COMMENCING UPON THE FIRST DAY FOLLOWING EXPIRATION OF THE CONTRACT TIME AND CONTINUING UNTIL THE ACTUAL DATE OF SUBSTANTIAL COMPLETION. SUCH LIQUIDATED DAMAGES ARE HEREBY AGREED TO BE A REASONABLE PRE-ESTIMATE OF DAMAGES THE OWNER WILL INCUR AS A RESULT OF DELAYED COMPLETION OF THE WORK:

(Insert terms and conditions for liquidated damages, if any.) TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) PER CALENDAR DAY

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The Owner may deduct liquidated damages described herein from any unpaid amounts then or thereafter due the Contractor under this Agreement.

PAGE 7

None

...

§ 5.2.1

(a) The Contract Sum is guaranteed by the Contractor not to exceed ~~(\$—), Twenty-Nine Million Five-Hundred Sixty-One Thousand Five Hundred Six Dollars and Seventy-Five Cents (\$29,561,506.75)~~ subject to additions and deductions by Change Order as provided in the Contract Documents. ~~This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.~~ Documents ("Guaranteed Maximum Price").

(b) Prior to the scheduled date of mobilization by Contractor, Owner and Contractor shall work together to "value engineer" and reduce the expected Cost of Work. Any such reduction (referred to herein as "Pre-Mobilization Savings") will be reflected in a deductive Change Order to reduce the applicable item(s) in the Schedule of Values, and reduce the Guaranteed Maximum Price. Cost Savings shall not include Pre-Mobilization Savings.

(c) **Contract Contingency.** Schedule of Values (Exhibit B) contains a line item (the "Contract Contingency") such line item is created to fund certain unanticipated Costs of the Work. The Owner and the Contractor agree that the Contract Contingency may be used only to fund certain Cost of the Work and may be used upon written notice to and consent from Owner, which consent shall not be unreasonably withheld, delayed or conditioned. Cost of Work that may be funded from the Contract Contingency include, but are not necessarily limited to: (i) reimbursable cost overruns incurred for any line-item in the original Project Budget (ii) costs to address weather related conditions, (iii) cost increases due to materials cost increases (that are not otherwise reimbursable under the Contract) and (iv) any other Cost of the Work that was not included in the original Project Budget but should have been under the terms of this Agreement. In no event shall Contract Contingency funds be available for costs not to be reimbursed pursuant to Article 8. Notwithstanding the above, it is not intended that the Contractor's Contingency be used as a substitute for, or alternative to, or limitation to, increasing the Contract amount for any item, change, modification or addition to the work that would justify a Change Order or increase in the Contract Amount under the other sections of this Agreement.

§ 5.2.2 ~~Alternates~~ Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

Refer to Exhibit C "Contractor's Qualifications and Exclusions"

§ 5.2.2.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item

Price

§ 5.2.2.2 ~~Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.~~
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item

Price

Conditions for Acceptance

(Identify each allowance.) All Allowances shall be expressly identified in the Contractor's Schedule of Values and "Contractor's Qualifications and Exclusions" as stated in Exhibit C. If the actual cost of any Allowance items is less than the Allowance amount set forth in the Schedule of Values, the difference shall be transferred to the Owner as a deductive Change Order.

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Item

Price

§ 5.2.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:

~~(Identify each assumption.)~~

"Contractor's Qualifications and Exclusions" are attached as **Exhibit C** to this Agreement and are incorporated herein.

PAGE 8

§ 7.1.3 Costs shall be at rates not higher than the standard paid at the place of the Project, except with ~~prior~~ approval of the Owner.

...

§ 7.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's ~~prior~~ approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel ~~when stationed at the site and performing Work, with the Owner's prior approval working on matters relating to and arising out of the Project or the Work, whether or not such personnel are stationed at the site or at other locations, including but not limited to, costs for Contractor's superintendent, engineer, and project manager. Such cost will include costs incurred prior to the execution of this Agreement reasonably necessary for the construction of the Work.~~

§ 7.2.2.1 Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, ~~and limited to the personnel and activities listed below:~~

~~(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)~~

Work.

PAGE 9

§ 7.2.5 ~~If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification. Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, with the Owner's approval.~~

...

§ 7.4.1 Costs, including transportation and storage ~~at the site,~~ of materials and equipment incorporated, or to be incorporated, in the completed construction.

...

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. ~~Rates and quantities of equipment owned by the Contractor, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval.~~ The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

...

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's ~~prior~~ approval.

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...

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. In addition to the bond premiums for Contractor these costs shall include a proportionate share of Contractor's Commercial General Liability Insurance Policy, Pollution, Umbrella Insurance Policy, Employee Practice Liability Policy, Commercial Crime, Business/Commercial Auto, and Equipment Floater Policy in the amount indicated in the Schedule of Values. The full cost of special insurance, meaning any form, type or limits of insurance beyond which the Contractor's normally carries, that may be required by this Agreement will be included as a "Cost of the Work."

...

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Contractor is required by the Contract Documents to pay. Owner to pay for building permit.

PAGE 10

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's ~~prior~~ approval, which shall not be unreasonably withheld.

...

§ 7.6.12 Costs for electronic equipment, "cloud storage" and software, directly related to the Work.

PAGE 11

- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless ~~the Owner has provided prior approval;~~ approved by the Owner;
- .3 Expenses of the Contractor's principal office and offices other than the site ~~office;~~ office except those directly related to the Work or the Project;

- ...
- .6 Except as provided in Section 7.7.3 of this Agreement, or Exhibit A, section 11.3 Property Insurance, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Contractor, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
 - .7 Any cost not specifically and expressly described in Article ~~7-7~~ or permitted elsewhere in this Agreement; and
- ...

§ 9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included the amount to be paid, ~~less such discount,~~ in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

...

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who

are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall ~~deliver such bids to the Architect and Owner shall, if there is adequate time, deliver such bids to the Owner (and to the Architect if directed to do so by the Owner in writing)~~ with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers in consultation with the ~~Architect-Contractor~~ and, subject to Section 10.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection. If, prior to execution of this Agreement, Contractor has furnished Owner with a list of subcontractors, suppliers or consultants (collectively "vendors" it proposes to use on the Project, and Owner has not objected in writing to the entities or parties listed, then Owner's approval of such vendors shall be deemed to have occurred.

PAGE 12

§ 12.1.3 Provided that ~~an a~~ complete approved Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the thirtieth (30th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the complete and approved Application for Payment.

...

§ 12.1.4 ~~With If requested by the Owner, with~~ each Application for Payment, the Contractor shall submit ~~payrolls, certified payrolls (for the period covered by the prior Application for Payment), petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.~~

PAGE 13

§ 12.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

~~(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)~~

ten (10%) percent

PAGE 14

See Exhibit C "Contractor's Qualifications and Exclusions"

...

Per attached Exhibit O – Early Retention / No Retention Items

...

None

...

§ 12.2.2 Within 30 days of the Owner's receipt of the Contractor's final accounting for the Cost of the Work, the Owner ~~shall may~~ conduct an audit of the Cost of the Work or notify the Architect and Contractor that it will not conduct an audit.

§ 12.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the ~~Architect-Architect and Contractor.~~

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W / M
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As permitted and approved by the Project Lenders.

...

2 %

...

[] Arbitration pursuant to Section 15 of AIA Document A201-2017~~A201-2017~~, and subject to the limitations set forth therein.

[X] Litigation in a court of competent jurisdiction

PAGE 16

~~(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)~~ 1 for Work performed on the terminated portion of the Work before the effective date of termination, for lump sum and Allowance Items, the cost of the Work under clauses 1 through 5 of Subparagraph 7.3.7 for that Work or, for unit cost items, the cost based upon the units performed before the effective date of termination. In addition, Contractor shall be paid the cost of settling and paying termination costs under terminated subcontracts and other costs properly chargeable to the terminated portion of the Work;
2 reasonable costs directly related to such termination as described in detail in invoices and descriptions provided by Contractor and as approved by the Architect; and
3 if Contractor would have earned a profit under the Contract had the Work been completed, a pro rata portion of such profit based upon the percentage of completion of the Work as of the effective date of termination.

PAGE 17

§ 15.1.1 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

2 % per annum, calculated monthly.

...

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c/o Housing Authority of the City of Alameda
701 Atlantic Ave.
Alameda, CA 94501
Tel: (510)747-4300
Email: vcooper@alamedahsg.org

...

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§ 15.5.2 The Contractor shall provide bonds as set forth in AIA Document A102™-2017 Exhibit A, and elsewhere in the Contract Documents. The Contractor shall be required to furnish a Performance Bond and a Labor and Material (Payment) Bond, each bond to be in the amount of 100% of the Contract Sum as security for the faithful performance and payment of all obligations under the Contract Documents, and as further set forth in AIA Document A201 -2017 as modified by Owner. The bonds shall be in recordable form and shall name Owner and lenders designated by the Owner as co-obligees or assignees.

...

N/A

...

15.7.1 Prevailing Wages.

.1 Davis Bacon Act Requirements. This Project shall be constructed in compliance with the prevailing wage requirements of the federal Davis-Bacon Act and in accordance with the wage rate determination attached as Exhibit H. The Contractor shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the Owner) the Owner against any claim for damages, compensation, fines, penalties or other amounts to the extent arising out of the failure or alleged failure of any person or entity (including the subcontractors) to pay prevailing wages as determined pursuant to the prevailing wage provisions of the federal Davis-Bacon Act and implementing rules and regulations in connection with the construction of the Project or any other work undertaken or in connection with the Project. Contractor's indemnity obligations shall survive the termination or expiration of the Contract.

.2 State Prevailing Wages.

The Contractor shall and shall cause Subcontractors to pay prevailing wages in the construction of the Project as those wages are determined pursuant to Labor Code Sections 1720 et seq., to employ apprentices as required by Labor Code Sections 1777.5 et seq., and the implementing regulations of the Department of Industrial Relations and comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1777.5 et seq., and implementing regulations of the Department of Industrial Relations. The Contractor shall and shall cause the Subcontractors to keep and retain such records as are necessary to determine if such prevailing wages have been paid as required pursuant to Labor Code Sections 1720 et seq., and apprentices have been employed as required by Labor Code Sections 1777.5 et seq. Copies of the currently applicable current per diem prevailing wages are available from the California Department of Industrial Relations website, www.dir.ca.gov. During the construction of the Project, Contractor shall post at the property the applicable prevailing rates of per diem wages. In the event Contractor or any Subcontractor fails to provide any requested certified payroll documents within forty-five (45) days of the initial request by Owner, Contractor shall pay a penalty equal to \$100 per day for each day beyond such 45-day period through the date Contractor and/or Subcontractor delivers the certified payroll documents. Contractor shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the Owner) the Owner against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Contractor and Subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq., to employ apprentices pursuant to Labor Code Sections 1777.5 et seq., and implementing regulation or comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1777.5 et seq., and implementing regulations of the Department of Industrial Relations in connection with construction of the Project or any other work undertaken or in connection with the property. Contractor's indemnity obligations shall survive the termination or expiration of the Contract.

Contractor and all subcontractors shall keep accurate payroll records, 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 him or her in connection with the Work. Each payroll record shall contain or

be verified by a written declaration that it is made under penalty of perjury in accordance with Labor Code Section 1776. Contractor shall provide such records to Owner on a weekly basis and such records shall be available for inspection by Owner. Owner shall have the right to conduct on-site employee interviews to ensure compliance with this Section.

The Contractor and all subcontractors are subject to the provisions of Sections 1810-1814 of the California Labor Code which provide that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the contractor or subcontractor shall forfeit, as a penalty, \$25 for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week and is not paid overtime.

Section 1815 of the Labor Code requires that notwithstanding the provisions of Sections 1810-1814, employees of contractors who work in excess of eight hours per day and 40 hours per week shall be compensated for all hours worked in excess of eight hours per day at not less than 1-1/2 times the basic rate of pay.

Contractor, shall, if requested by Owner, provide to Owner or Owner's Lenders documentation evidencing the proper payment of prevailing wages and maintenance of labor records as required by the applicable requirements.

Additional Prevailing Wage requirements may be set forth in Exhibit G

§ 15.7.2 Entire Agreement. This Contract and its exhibits set forth the entire understanding between the parties. The parties to this Contract have read and reviewed this Contract and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party (including but not limited to Civil Code Section 1654) shall not apply to this Contract.

§ 15.7.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

§ 15.7.4 CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS STATE LICENSE BOARD, P.O. BOX 26000 SACRAMENTO, CALIFORNIA 95826

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4 — AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

- Exhibit A: Insurance and Bonds
- Exhibit B: Contractor's Schedule of Values and General Conditions Breakdown
- Exhibit C: Contractor's Qualifications and Exclusions
- Exhibit D: Construction Preliminary Schedule
- Exhibit E: Drawings and Specifications
- Exhibit F: Conditions of Approval/Mitigation Requirements
- Exhibit G: Public Lender Requirements
- Exhibit H: Prevailing Wage Determination
- Exhibit I: Design-Build Work
- Exhibit J: Lien Waivers & Releases
- Exhibit K: Section 3 Requirements
- Exhibit L: Rider Re Legal Requirements
- Exhibit M: Listing of Anticipated Subcontractors

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Exhibit N: Listing of Early Retention and No Retention Items

.9 Other documents, if any, listed below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

This Agreement entered into as of the day and year first written above.

.5 Drawings

Mabuhay and Lakehurst LP,
a California limited partnership

By: ICD Mabuhay LLC,
a California limited liability company,
its managing general partner

By: Island City Development,
a California nonprofit public benefit
corporation, its sole manager

J.H. Fitzmaurice, Inc.

<u>Number</u>	<u>Title</u>
<u>OWNER (Signature)</u>	
<u>Vanessa Cooper, President</u>	
<u>(Printed name and title)</u>	
<u>.6</u>	<u>Specifications</u>

<u>Date</u>
<u>CONTRACTOR (Signature)</u>
<u>Mohammad Hakimi, President</u>
<u>(Printed name and title)</u>

OWNER NOTARY:

State of California)

Section	Title	Date	Pages
).ss			
County of Alameda)			
.7 Addenda, if any:			
On	before me,	Notary Public, personally	
Number	Date	Pages	

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 16. appeared *Vanessa Cooper*, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

.8 Other Exhibits: Signature (Seal)
(Check all boxes that apply.)

[] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204 2017 incorporated into this Agreement.)

CONTRACTOR NOTARY:

[] The Sustainability Plan:
State of California)

Title	Date	Pages
-------	------	-------

).ss
[] Supplementary and other Conditions of the Contract: County of Alameda)

Document	Title	Date	Pages
----------	-------	------	-------

On , before me, Notary Public, personally

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.) appeared *Mohammad Hakimi*, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

~~This Agreement entered into as of the day and year first written above.~~

Signature

(Seal)

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

u / M

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Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Mohammad Hakimi, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 19:23:39 ET on 02/13/2024 under Order No. 2114509537 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A102™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)

President
(Title)

02/14/2024
(Dated)

u
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CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT, entered into this 22nd day of February 2024, by and between MABUHAY AND LAKEHURST LP, a California limited partnership (hereinafter referred to as "Owner") and CONCORE Development Group, Inc., a California corporation, whose address is 1694 Tammy Lane, Concord, California 94519, (hereinafter referred to as Consultant), is made with reference to the following:

RECITALS:

A. Owner is duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.

B. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

C. Consultant possesses the skill, experience, ability, background, applicable certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

D. Owner and Consultant desire to enter into an agreement for construction management services for Linnet Corner project.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM:

The time for Completion shall be by December 31, 2026, (the "Completion Date"), unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

Consultant shall perform services according to the schedule set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference.

3. COMPENSATION TO CONSULTANT:

Owner agrees to compensate Consultant pursuant to the terms and conditions of this Agreement only for the performance, to the reasonable satisfaction of Owner, of those tasks which take place during the term of this Agreement. Owner will not be obligated to compensate Consultant for any work, services, or functions performed by Consultant which do not arise directly from the performance of tasks relating to the Scope of Services as outlined in Exhibit A, and according to the Fee Schedule set forth in Exhibit B. Owner shall pay Consultant within thirty (30) days receipt of Consultant's properly submitted invoice, which shall not be submitted more than once a month.

Total compensation under this contract will not exceed Eighty-Six Thousand, One Hundred Ninety Dollars and Zero Cents (\$86,190.00).

4. TIME IS OF THE ESSENCE:

Consultant and Owner agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE:

Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by Owner nor have any contractual relationship with Owner.

6. INDEPENDENT PARTIES:

Owner and Consultant intend that the relationship between them created by this Agreement is that of employer-independent contractor. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by Owner to its employees, including but not limited to unemployment insurance, workers' compensation coverage, vacation and sick leave are available from Owner to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

Owner and Consultant agree that during the term of this Agreement and for a period of one year after termination, the parties shall not solicit for employment, hire, or retain, whether as an employee or independent contractor, any person who is or has been employed by the other without written agreement by the other party.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Consultant assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal or state rules and regulations. Consultant shall indemnify and hold Owner harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Consultant.

8. NON-DISCRIMINATION:

Consistent with Owner's policy that harassment and discrimination are unacceptable employer/employee conduct, Consultant agrees that harassment or discrimination directed toward a job applicant, an Owner employee, or a citizen by Consultant or Consultant's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, gender identity or sexual orientation will not be tolerated. Consultant agrees that any and all violations of this provision shall constitute a breach of this Agreement.

9. INDEMNIFICATION/HOLD HARMLESS:

Consultant shall indemnify, defend, and hold harmless the Owner, its general partners, lenders, investors, partners, legal representatives, successors and assigns ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Consultant, Consultant shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Consultant.

Consultant Services Agreement
CDG – Mabuhay and Lakehurst LP

Page 3

However, Consultant shall not be obligated to indemnify Indemnitees from Claims arising from the sole or active negligence or willful misconduct of Indemnitees.

10. **INSURANCE:**

On or before the commencement of the terms of this Agreement, Consultant shall furnish Owner with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C, D and E. Such certificates, which do not limit Consultant's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to Mabuhay and Lakehurst LP by certified mail."

It is agreed that Consultant shall maintain in force at all times during the performance of the Agreement all appropriate coverage of insurance acceptable to Owner and licensed to do insurance business in the State of California.

An endorsement naming Owner and any and all lenders, investors, and partners, if requested, as additional insured shall be submitted with the insurance certificates.

A. **COVERAGE:**

Consultant shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000	each occurrence
	\$2,000,000	aggregate – all other
Property Damage:	\$1,000,000	each occurrence
	\$2,000,000	aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$1,000,000 will be considered equivalent to the required minimum limits shown above.

(3) **Automotive:**

Comprehensive automobile liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000	per accident
	\$2,000,000	aggregate
Property Damage:	\$1,000,000	per accident
	\$2,000,000	aggregate

OR

Combined Single Limit:	\$1,000,000	per accident
------------------------	-------------	--------------

(4) **Professional Liability:**

Professional liability insurance which includes coverage for the negligent professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000.

B. **SUBROGATION WAIVER:**

Consultant agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance that Consultant shall look solely to its insurance for recovery. Consultant hereby grants to Owner, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or Owner with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of said Consultant may acquire against Owner by virtue of the payment of any loss under such insurance.

Consultant Services Agreement
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C. FAILURE TO SECURE:

If Consultant, at any time during the term hereof, should fail to secure or maintain the foregoing insurance, Owner shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

Owner, its general partners, lenders, investors, and partners shall be named as an additional insured under all insurance coverage's, except any professional liability insurance or worker's compensation insurance, required by this Agreement. The naming of an insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof.

Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by Owner are not represented as being sufficient to protect Consultant. Consultant is advised to consult Consultant's insurance broker to determine adequate coverage for Consultant.

11. CONFLICT OF INTEREST:

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST ASSIGNMENTS:

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without prior written consent of Owner. Any attempt to do so without said consent shall be null and void, and any assignee, sub lessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from Owner under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent, but written notice of such assignment shall be promptly furnished to Owner by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint venture or syndicate or co tenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. SUBCONTRACTOR APPROVAL:

Unless prior written consent from Owner is obtained, only those people and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement. In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of worker's compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant.

Consultant Services Agreement
CDG – Mabuhay and Lakehurst LP

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In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

14. **PERMITS AND LICENSES:**

Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including, but not limited to, a City of Alameda business license, that may be required in connection with the performance of services hereunder.

15. **REPORTS:**

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report" reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement shall be the exclusive property of Owner. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to Owner the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of Owner, and all publication rights are reserved to Owner.

B. All Reports prepared by Consultant may be used by Owner in execution or implementation of:

- (1) The original Project for which Consultant was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original project; and/or
- (4) Other Owner projects as appropriate.

C. Consultant shall, at such time and in such form as Owner may require, furnish reports concerning the status of services required under this Agreement.

D. All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on to both sides of the paper except for one original which shall be single sided.

E. No Report, information nor other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by Owner

F. Consultant shall not be held liable for reuse of "Reports" for any purpose other than the original intent of this Agreement.

16. **RECORDS:**

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by Owner that relate to the performance of services under this Agreement.

Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of Owner or its designees to such books and records at proper times; and gives Owner the right to examine and audit same, and to make transcripts there from as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

Consultant Services Agreement
CDG – Mabuhay and Lakehurst LP

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17. **NOTICES:**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests or approvals from Consultant to Owner shall be addressed to Owner at:

Mabuhay and Lakehurst LP
c/o Island City Development
701 Atlantic Avenue
Alameda, CA 94501-2161
Attention: President

All notices, demands, requests, or approvals from Owner to Consultant shall be addressed to Consultant at:

CONCORE Development Group, Inc.
1694 Tammy Lane
Concord, CA 94519
Attention: Mehrad Eslami
Email: mehrad.eslami@concoredg.com

18. **NO SMOKING, DRINKING OR RADIO USE:**

Consultant agrees and acknowledges that smoking of tobacco products, drinking alcoholic beverages, and listening to radios is prohibited at any Owner site, including individual units, common areas, and every building and adjoining grounds. Consultant shall ensure that his/her employees and suppliers comply with these prohibitions.

19. **TERMINATION:**

In the event Consultant hereto fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) days after receipt by Consultant from Owner of written notice of default, specifying the nature of such default and the steps necessary to cure such default, Owner may terminate the Agreement forthwith by giving to the Consultant written notice thereof. Consultant will not be held responsible for failure to perform in the event such failure is due to delay caused by the Owner. Owner shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Consultant as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

20. **COMPLIANCES:**

Consultant shall comply with all state and federal laws, all City of Alameda ordinances, and all rules and regulations enacted or issued by Owner. In the event that the Consultant encounters a potential conflict between state, federal or local law, Consultant shall inform Owner and Owner shall direct Consultant on proper course of action.

21. **GOVERNING LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction.

Consultant Services Agreement
CDG – Mabuhay and Lakehurst LP

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The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.)

Any suits brought pursuant to this Agreement shall be filed with the Courts of the County of Alameda, the State of California.

22. **ADVERTISEMENT:**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from Owner to do otherwise.

23. **CONFIDENTIALITY:**

A. **Definition.** Confidential Information, as used in this Agreement, shall mean any Owner Client data.

B. **Nondisclosure and Nonuse Obligation.** Consultant agrees that it will not use, disseminate, or in any way disclose any Confidential Information to any person, firm or business, except that Consultant may use Confidential Information to the extent necessary to perform its obligations under this Agreement. Consultant agrees that it shall treat all Confidential Information with the same degree of care as the Consultant accords to its own Confidential Information, but in no case less than reasonable care. Consultant agrees that it shall disclose Confidential Information only to those of its employees who need to know such information, and the Consultant certifies that such employees have previously agreed, as a condition of employment, to be bound by terms and conditions applicable to Consultant under this Agreement. Consultant shall immediately give notice to Owner of any unauthorized use or disclosure of Confidential Information.

C. **Exclusions from Nondisclosure and Nonuse Obligations.** The obligations under 23B ("Nondisclosure and Nonuse Obligation") shall not apply to such portion that Consultant can document was i) in the public domain at the time such portion was disclosed or used, or ii) was disclosed in response to a valid court order.

D. **Ownership and Return of Confidential Information and Other Materials.** All Confidential Information shall remain the property of the Owner. At Owner's request and no later than five (5) business days after such request, Consultant shall promptly destroy or deliver to Owner, at Owner's option, i) all materials furnished to Consultant, ii) all tangible media of expression in Consultant's possession or control to the extent that such tangible media incorporate any of the Confidential Information, and iii) written certification of the Consultant's compliance with such obligations under this sentence.

24. **WAIVER:**

A waiver by Owner of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein whether of the same or a different character.

25. **INTEGRATED CONTRACT:**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both Owner and Consultant.

Consultant Services Agreement
CDG – Mabuhay and Lakehurst LP

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26. **CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

27. **EXHIBITS.** The following exhibits are attached hereto and incorporated herein by this reference:

- i. Exhibit A – Scope of Services
- ii. Exhibit B – Fee Schedule
- iii. Exhibit C – Insurance Requirements for Consultants

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IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

Owner:

MABUHAY AND LAKEHURST LP,
a California limited partnership

By: ICD Mabuhay LLC,
a California limited liability company,
its managing general partner

By: Island City Development,
a California nonprofit public benefit corporation,
its sole manager

DocuSigned by:
Tonya Schuler - Cummins
694117A51346D497...
Tonya Schuler-Cummins
Director of Data and Policy
Acting Executive Director

DS DS DS
SM TW JW

Consultant:

CONCORE Development Group, Inc.,
a California corporation

DocuSigned by:
Mehrad Eslami
E347DA44850D487...
Mehrad Islami
President

EXHIBIT A **SCOPE OF SERVICES**

Consultant shall perform the following services to Owner, to the extent requested or required by Owner, in support of the construction of Linnet Corner project.

1. Pre-Development Phase:

- Consultant will become familiar with the subject property.
- Consultant shall review the General Contractor's constructability review of the draft construction drawings and provide feedback to Owner.
- Assist the Owner in discussions and design decisions with the Architect/Engineer in the development of the drawings and specifications. Consultant will also review plans and specifications and point out discrepancies, inconsistencies, conflicts, and any potential gaps in scope.
- Consultant will provide input during predevelopment phase in cooperation with the Owner, the Architect and General Contractor for the proposed project at the following milestones:
 - Bid Set/GC Cost Review
 - This will include a feasibility analysis and recommendations for the use of alternative building and energy systems.
- Recommend cost saving measures through value engineering and provide recommendations regarding potential alternatives. Assist Architect and Owner in securing permits and required approvals.
- Assist the Owner in defining any areas that may require an allowance or contingency money to be budgeted.
- Consultant will help solicit construction hard bids and administer the construction contracts to provide all services needed to support and facilitate the Work per the plans and specifications prepared by the Owner's Architect of Record.
- Consultant will review all contracts with the Owner and assist in reviewing and provide recommendations for the Owner's approval.
- Review the GC's contract for completeness, negotiate the GMP/Schedule of Values, and reviewing the LEQ's.
- Consultant will be required to coordinate with the Owner's Architect of Record, including any sustainability consultants and Contractors as needed to maintain the Project's schedule and budget.
- Monitor and facilitate utility and joint trench design, facilitate contract negotiation and coordinate with the engineers during the installation process.
- Participate in all pre-construction conferences and meetings.

2. Construction Contract Administration Phase:

- Consultant shall at all times have access to the Work. All written communications with the Contractor shall be through or authorized by the Owner's Project Manager.
- Consultant shall attend weekly or bi-weekly progress meetings and shall visit each Project site at intervals appropriate to the stage of construction. Consultant shall provide periodic updates and report on-site observations to the Owner regarding the progress of the construction at weekly or bi-weekly check-in meetings.

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- Consultant shall prepare and/or review meeting minutes from project team meetings during construction. Consultant shall become generally familiar with the progress and quality of the Work and shall determine, in general, if the Work is proceeding in accordance with the Contract Document.
- Consultant shall promptly review the Contractors' requests for information, submittals, and substitutions (collectively "Contractor Documents"), and shall respond no later than the next business day to evaluate for completeness as required by the Contract Documents.
- Monitor changes in document processes including RFI's, ASI's, COR's and Change Orders to insure timely, accurate responses and protect the Owner's best interest.
- Consultant shall review, evaluate and negotiate all cost changes including Change Order Requests and Change Orders. Monitor the budget and do all that is possible to minimize the number of and financial impact of contract change orders. Consultant shall maintain the Change Order Budget and Change Order Requests log and provide recommendations for Owner's consideration.
- Monitor submittal process to ensure compliance with Owner's needs & expectations. Consultant shall monitor the Architect's response and advise the Architect when the expiration period is imminent. Consultant shall maintain a log of all Contractor Documents and Owner/Architect/Consultant responses thereto.
- Consultant shall review, amend and approve pay applications and progress billings with the Owner and Project Architect. The Consultant shall review the amounts due to the Contractor within five (5) business days of receipt. The Consultant's review shall constitute a representation to ICD that, to the best of the Consultant's knowledge, information and belief, the Work has progressed to the point of completion indicated and that the quality of the Work is in accordance with the Contract Documents. The Consultant's review shall be based on site observations, and on the information in the Application for Payment.
- Consultant shall immediately inform Owner when Consultant observes work, which does not conform to the Contract Documents. When Consultant's observations so indicate, Consultant shall recommend special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is then fabricated, installed or completed.
- Review and monitor the general contractor's project schedule to ensure compliance with the project milestones. Consultant shall review any deadline extension requests for project deliverables with Owner and recommend for approval.
- Provide recommendations for approvals of schedule and weather delays. Consultant shall assist with suggesting alternate resolutions to maintain compliance with project milestones shall any unforeseen delays occur.
- Consultant shall assist in addressing any unforeseen conditions, General Contractor claims, disputes, and provide recommendations for resolving issues in cooperation with the Owner, General Contractor and Architect.
- Ensure that the general contractor has determined any long lead items that may hinder the overall project schedule and has taken steps to ensure their timely delivery.
- In collaboration with the Owner, Architect, and Contractor, develop a schedule for punch and warranty walks and trainings, including required attendees to attend these punch walks. It is expected the consultant shall attend all punch walks, including final landscape warranty walks.

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CDG – Mabuhay and Lakehurst LP**

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- Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractors, Subcontractors, or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.
- Consultant shall monitor project milestones in connection to the mobilization and on-site preparation of ground improvements and off-site improvements.
- The Consultant shall act with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor.

3. Project Closeout and Post Construction Phase:

- Consultant shall ensure that all final inspections have been conducted and the government Building Department has issued a Certificate of Occupancy.
- Prior to Owner approving the final pay app and retention release, Consultant shall review and negotiate final application for payment, and recommend for approval the final retention draw.
- Consultant shall develop and facilitate punch-list and move in schedules in coordination with the Owner, Architect and General Contractor.
- Assist project team in establishing criteria and format for punch-lists, monitor and evaluate execution of related repairs.
- Monitor Contractor's processes and procedures for post construction / occupancy repairs and warranty work.
- Ensure that the contractors provide the Owner and Owner's Property Management Agent with all Owner's manuals, warranties, and a complete demonstration of all equipment and building systems, which may take place in a punch list walk-through. Owner may want the demonstration videotaped. Owner will pay for video recording fees.

4. Reimbursable Expenses:

- Reasonable costs of travel and subsistence incurred by Consultant's representatives while on trips authorized in writing by Owner outside a twenty-five (25) mile radius of the address of the Project.
- Reasonable costs of printing, photo processing, shipping, and delivery which are incurred specifically for the Project.

Notwithstanding the foregoing, all travel expenses shall require Owner's prior written approval and Reimbursable Expenses in excess of Two Hundred Dollars (\$200) per item (or per group of similar or related items) which have not approved in writing by Owner prior to being incurred will not be reimbursed.

If Owner elects to pay any Reimbursable Expense, such payment shall not constitute a waiver by Owner of its right to refuse to pay or reimburse any subsequent expenses which were incurred without Owner's prior approval or which are otherwise not reimbursable hereunder.

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EXHIBIT B
FEE SCHEDULE

Proposed fee for the scope of work shall not exceed Eighty-Six Thousand, One Hundred Ninety Dollars and Zero Cents (\$86,190.00) without Owner approval.

Phase	Fixed Fee	NTE
Pre-Development	N/A	\$0
Construction Contract Administration	\$3,709.50 monthly x 20 months of construction*	\$74,190.00
Project Closeout and Post Construction	\$4,500.00	\$4,500.00
Contingency with owner's written approval	Partial months T&M up to monthly fixed fee	\$7,500.00
Total All Phases		\$86,190.00

*Construction duration is based on the construction schedule as of the date of contract signing.

EXHIBIT C
INSURANCE REQUIREMENTS FOR CONSULTANTS
 (Cyber/tech optional, not to be used for construction contracts)

Consultant shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. For consultants interacting with the public or with tenants, coverage must include coverage for discrimination, harassment, and fair housing claims under DFEH and HUD.
- **Automobile Liability:** ISO Form Number CA 00 01 coverage any auto (Code 1), or if Consultant has no owned autos, hired (Code 8) and non-owned autos (Code 9) with limit no less than \$1 million for bodily injury and property damage. This requirement does not apply if no motor vehicles are used in providing services under the contract.
- **Workers’ Compensation,** as required by the State of California, with Statutory Limits and Employers’ Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. This requirement does not apply to sole proprietors.
- **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 in the aggregate. For consultants interacting with the public or with tenants, coverage must include coverage against discrimination, harassment, and fair housing claims under DFEH and HUD. If cover age is provided on a claims-made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of the contract work; insurance must be maintained, and evidence of coverage must be provided for at least five (5) years after completion of the contract of work. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
- **IF APPLICABLE: Cyber Liability Insurance:** Coverage is required if the vendor/consultant is accessing, collecting, storing, or transferring Personally identifiable Information or medical information on staff, tenant, applicants etc.). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic

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information. The policy shall provide coverage for breach response costs, regulatory fines, and penalties as well as credit monitoring expenses with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. This requirement does not apply if the consultant will not be accessing or storing AHA data subject to privacy regulations under Federal or state law, including but not limited to PII, PCI, and PHI, providing software, or accessing AHA information technology systems.

- **IF APPLICABLE: Technology Professional Liability:** Coverage is required if the vendor/consultant is providing software or a technology services (data storage, website design, etc.). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving media liability and infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, security and privacy liability that include invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits no less than \$2,000,000 per occurrence or claim, \$4,000,000 in the aggregate. For consultants interacting with the public or with tenants, coverage must include coverage against discrimination, harassment, and fair housing claims under DFEH and HUD. If coverage is provided on a claims-made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of the contract work; insurance must be maintained, and evidence of coverage must be provided for at least five (5) years after completion of the contract of work. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
 - The Policy shall include or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of the electronic data and/or information “property” of Owner in the care, custody, or control of the Consultant. If not covered under the Consultant’s liability policy, such “property coverage of Owner may be endorsed onto the Consultants Cyber Liability Policy as follows:
 - Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, destruction of electronic data and/or information “property” of Owner that will be in the Care, custody, or control of Consultant.

If the consultant maintains broader coverage and/or higher limits than the minimums shown above, Owner requires and shall be entitled to the broader coverage and/or the higher limits maintained by the consultant. The insurance limits required by Owner are not represented as being sufficient to protect Consultant. Consultant is advised to consult Consultant's insurance broker to determine adequate coverage for Consultant.

OTHER INSURANCE REQUIREMENTS:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- **Additional Insured Status:** : The Housing Authority of the City of Alameda and its affiliates, Alameda Affordable Housing Corporation and Island City Development and its Subsidiaries, and their departments, their respective directors, officers, Boards of Commissioners, employees, designated volunteers, elected or appointed officials, (AHA), are to be covered as additional insured on

the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used.

- **Primary Coverage:** For any claims related to this contract, the Consultant's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects Owner, its general partners, lenders, investors, partners, successors or assigns. Any insurance or self-insurance maintained by Owner, its general partners, lenders, investors, partners, successors or assigns shall be excess of the Contractor's insurance and shall not contribute to it.
- **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to Owner.
- **Self-Insured Retentions:** Self-insured retentions must be declared and approved by Owner. Owner may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Owner.
- **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to Owner.
- **Verification of Coverage:** Consultant shall furnish Owner with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause, and a copy of the Declarations and Endorsement page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- **Subcontractors:** Consultant shall pass down the insurance obligations contained herein to all tiers of subcontractors working under the contract.
- **Notification of claims:** The Proposer agrees to notify Owner in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the contract as soon as practicable, but no later than three (3) business days after their first knowledge of such claim or event.
- **Special Risks or Circumstance:** Owner reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.

Certificate Of Completion

Envelope Id: FA3C93405775470F92C569C2D9397948

Status: Completed

Subject: Complete with DocuSign: NH Seniors_Consultant Services Agreement for CM Services.pdf

Source Envelope:

Document Pages: 16

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 3

Jenny Wong

AutoNav: Enabled

701 Atlantic Ave

Envelopel Stamping: Enabled

Alameda, CA 94501

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

jwong@alamedahsg.org

IP Address: 70.35.62.90

Record Tracking

Status: Original

Holder: Jenny Wong

Location: DocuSign

3/11/2024 10:37:03 AM

jwong@alamedahsg.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

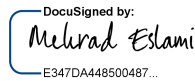
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Location: DocuSign

Signer Events**Signature****Timestamp**

Mehrad Eslami

mehrad.eslami@concoredg.com

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Jenny Wong

jwong@alamedahsg.org

Senior Project Manager

alameda housing authority

Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Tony Weng

tweng@alamedahsg.org

Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:

Accepted: 1/29/2024 9:55:47 AM

ID: 8c97b1b5-21af-4cee-8955-35efe1c47f81

Sylvia Martinez

smartinez@alamedahsg.org

Director of Housing Development

Housing Authority of the City of Alameda

Security Level: Email, Account Authentication
(None)

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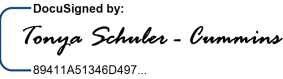
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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Jocelyn Layte jlayte@alamedahsg.org Program Assistant Housing Authority of the City of Alameda Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 3/11/2024 12:59:17 PM
Vanessa Cooper vcooper@alamedahsg.org Executive Director The Housing Authority of the City of Alameda Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 3/11/2024 12:59:17 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Signing Complete	Security Checked	3/11/2024 12:59:15 PM
Completed	Security Checked	3/11/2024 12:59:17 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Housing Authority of the City of Alameda (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Housing Authority of the City of Alameda:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: it@alamedahsg.org

To advise Housing Authority of the City of Alameda of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at it@alamedahsg.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Housing Authority of the City of Alameda

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to it@alamedahsg.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Housing Authority of the City of Alameda

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to it@alamedahsg.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Housing Authority of the City of Alameda as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Housing Authority of the City of Alameda during the course of your relationship with Housing Authority of the City of Alameda.

**ISLAND CITY DEVELOPMENT**

Fax (510) 522-7848 | TTY/TRS 711

To: Board of Directors
Island City Development

From: Jenny Wong, Senior Project Manager

Date: April 17, 2024

Re: Ratify the Reciprocal Easement Agreement for the North Housing Block A Projects.

BACKGROUND

The Housing Authority of the City of Alameda (AHA) is leading the development of the 12-acre North Housing parcel redevelopment at the former Alameda Naval Air Station (NAS), formerly known as Coast Guard Housing. AHA has supported Island City Development (ICD) in its active development of approximately 3 acres (Block A), which is the first phase of North Housing, with a total of 155 apartments, to be built as three separate projects. ICD is the developer of the three projects and has received options to ground lease for the three projects owned by three separate legal entities: The Estuary I, The Estuary II, and Linnet Corner. Through the loan closing of The Estuary I and Linnet Corner, both projects have an existing ground lease with AHA for the land where the projects are located.

The Block A projects were designed with the intention for all three buildings to share the parking, circulation, and offsite public improvement requirements, allowing the site to minimize design and development costs while maximizing operational efficiencies. The Declaration Providing Reciprocal Easements, Joint Use and Maintenance (Reciprocal Easement Agreement) document between AHA and the ICD entities documents these relationships.

DISCUSSION

AHA is the landowner of the Block A site and has a ground lease with The Estuary I Partnership, a ground lease with the Linnet Corner Partnership, and an option to ground lease with ICD for The Estuary II Partnership. AHA is a party to this agreement in its role as Ground Lessor. Each project will ultimately own and operate the improvements on their respective site. The Reciprocal Easement Agreement outlines the shared amenities and utilities between the three Partnerships, including but not limited to, common areas, car and bicycle parking, lighting, sidewalks, and utility infrastructure, as needed to support the operations of each project. Each project will be responsible for maintaining and replacing or repairing the easement areas located on their site for the shared benefit of future Block A residents. See Attachment 1 for the recorded Reciprocal Easement Agreement.

The Estuary I partnership entity is Lakehurst and Mosley LP.
The Estuary II partnership entity is Mosley and Mabuhay LP.



Linnet Corner partnership entity is Mabuhay and Lakehurst LP.

Future cost-sharing arrangements (Private Street Maintenance Agreement)

It should be noted that AHA owns Lakehurst Circle, the private street adjacent to Block A, and Lakehurst Circle provides access to the Block A properties and the adjacent Admirals Cove Apartments. The AHA and the Carmel Partners, adjacent property owner of Admirals Cove Apartments, CP VI Admirals Cove, LLC, are negotiating shared maintenance costs and use of Lakehurst Circle. AHA will be signing a shared street maintenance agreement with Carmel Partners which will outline the costs split between the parties for maintaining Lakehurst Circle. This agreement will be brought back to the Board for approval. Note, AHA will sign a cost-sharing agreement (or revise the Reciprocal Easement agreement to offset the Lakehurst Circle maintenance costs for each Block A property in a pari-passu arrangement. Please see the annotated map for visual reference.

Future cost-sharing arrangements (Condo Association)

As part of The Estuary I loan closing, required by the lenders, a set of Declaration of Restrictions (CC&Rs) for The Estuary Owners Association was drafted for The Estuary I and The Estuary II projects. The Estuary Owners Association CC&R documents the shared common area spaces, utilities, and shared maintenance costs. The final CC&R documents will be brought to the ICD Board for approval, as they only pertain to the individual limited partnerships. Please see the annotated map for visual reference.

FISCAL IMPACT

Each partnership will be responsible for the costs related to maintenance and repairs of the easement areas located on their project site. The ordinary operating costs for the reciprocal easement agreement are included within the operating budget for each project. If damage is directly caused by or attributable to one owner (or its permitted users), the other owner is responsible for reimbursing the impacted owner for repairs or insurance deductibles.

The cost impacts of the private street maintenance and condominium shared expenses will also be included in the budgets of the projects as needed.

CEQA

Not Applicable.

RECOMMENDATION

Ratify the Reciprocal Easement Agreement for the North Housing Block A Projects.

ATTACHMENTS

1. Att1_Reciprocal Easement Agreement
2. Att2_Annotated Map and Plan for REA Memo

Respectfully submitted,



Recorded at the Request of
Old Republic Title Company -
Oakland

1117027582

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501
Attention: Executive Director

Exempt from fee per GC27388.1;
recorded in connection with
concurrent transfer subject to
imposition of documentary transfer
tax

Space Above This Line for Recorder's Use

**DECLARATION PROVIDING FOR
RECIPROCAL EASEMENTS, JOINT USE AND MAINTENANCE**

THIS DECLARATION PROVIDING FOR RECIPROCAL EASEMENTS, JOINT USE AND MAINTENANCE (this "**Declaration**") is made as of January 1, 2024, by Housing Authority of the City of Alameda, a public body, corporate and politic ("**Declarant**").

RECITALS

A. Declarant is the fee owner of that certain real property located in Alameda, California, more particularly described in Exhibits A-1 and A-2 attached hereto and incorporated herein by this reference (the "**Property**").

B. The Property is currently comprised of two parcels: (i) an approximately 37,559 square foot parcel identified on the Subdivision Map (as defined below) as "Parcel 1", more particularly described in Exhibit A-1 attached hereto and incorporated herein by this reference (the "**PSH Parcel**"), and (ii) an approximately 42,625 square foot parcel identified on the Subdivision Map as "Parcel 2", more particularly described in Exhibit A-2 attached hereto and incorporated herein by this reference (the "**Senior Parcel**").

C. Declarant intends to further subdivide the PSH Parcel into two smaller parcels: (i) a parcel containing the western 23,423 square feet of the PSH Parcel (the "**PSH Phase I Parcel**"), and (ii) a parcel containing the eastern 14,136 square feet of the PSH Parcel (the "**PSH Phase II Parcel**"). The approximate boundaries of the PSH Phase I Parcel, the PSH Phase II Parcel and the Senior Parcel are depicted on the Site Plan (as defined below).

D. Declarant intends to ground lease the PSH Phase I Parcel to Lakehurst and Mosley LP, a California limited partnership ("**PSH Phase I Owner**"). PSH Phase I Owner intends to develop an affordable permanent supportive housing development at the PSH Phase I Parcel, which development shall include forty-five (45) rental units (the "**PSH Phase I Project**").

E. Declarant intends to ground lease the PSH Phase II Parcel to Mosley and Mabuhay

LP, a California limited partnership ("**PSH Phase II Owner**"). PSH Phase II Owner intends to develop an affordable permanent supportive housing development at the PSH Phase II Parcel, which development shall include forty-six (46) rental units (the "**PSH Phase II Project**").

~~F. Declarant intends to ground lease the Senior Parcel to Mabuhay and Lakehurst LP,~~
a California limited partnership ("**Senior Owner**"). Senior Owner intends to develop an affordable housing development at the Senior Parcel, which development shall include sixty-four (64) rental units reserved for seniors (the "**Senior Project**").

E. The PSH Phase I Project, the PSH Phase II Project and the Senior Project shall each include certain areas and facilities which shall be available for the joint use of PSH Phase I Owner, the PSH Phase II Owner, the Senior Owner and their respective tenants, agents, employees, contractors, licensees, guests and/or invitees (collectively, the "**Permitted Users**"), subject to the terms of this Declaration.

NOW, THEREFORE, with reference to the facts recited above, Declarant hereby declares as follows:

1. Definitions. The following defined terms are used in this Declaration:

(a) "**Completion**" means, with respect to any improvements, the completion thereof, as evidenced by the issuance of a temporary or permanent certificate of occupancy and/or such improvements being made available for use by residents of the Project, as applicable.

(b) "**Easement**" means any easement granted in this Declaration.

(c) "**Easement Areas**" means, collectively, the Parking Easement Area and Pathway Easement Area.

(d) "**Grantee**" means the Owner of the Parcel which is benefitted by an Easement granted hereunder.

(e) "**Grantor**" means the Owner of the Parcel which is burdened by an Easement granted hereunder.

(f) "**Investor Limited Partner**" means the investor limited partner who owns a 99.99% interest in an Owner. The Investor Limited Partner of PSH Phase I Owner is The Banc of America Housing Fund XVII Limited Partnership, LLLP, a Maryland limited liability limited partnership, and its successors and assigns. "**Investor Limited Partners**" shall mean, collectively, the Investor Limited Partner of PSH Phase I Owner, the Investor Limited Partner of PSH Phase II Owner, and the Investor Limited Partner of Senior Owner.

(g) "**Lender**" means any party making a loan to an Owner, which loan is secured by such Owner's interest in its Parcel.

(h) **“Owner”** means the fee or leasehold owner of a Parcel, as applicable. For the avoidance of doubt, during the term of any ground lease of Parcel, the lessee under such ground lease shall be the Owner of such Parcel for purposes of this Agreement.

(i) **“Parcel”** means each of the PSH Phase I Parcel, the PSH Phase II Parcel, and the Senior Parcel.

(j) **“Parking Easement Area”** means the portion of the Senior Parcel identified on the Site Plan as “Parking Area.”

(k) **“Parking Improvements”** means the parking improvements to be constructed at the Parking Easement Area in connection with the construction of the Senior Project, which improvements are depicted on the Site Plan.

(l) **“Pathway Easement Area”** means the portion of the Parcels identified on the Site Plan as “East West Pathway.”

(m) **“Pathway Improvements”** means the pathway improvements to be constructed at the Pathway Easement Area in connection with the construction of the Project, which improvements are depicted on the Site Plan.

(n) **“Project”** means, collectively, the PSH Phase I Project, the PSH Phase II Project and the Senior Project.

(o) **“Site Plan”** means the site plan depicting the Project attached hereto as Exhibit B and incorporated herein by this reference.

(p) **“Subdivision Map”** means that certain Subdivision Map for Tract 8561, filed in the Official Records of Alameda County on October 25, 2023, in Book 369, Pages 95-100.

2. Easements – General Conditions.

(a) Each Easement granted hereunder is (i) non-exclusive (except as expressly provided herein), (ii) perpetual and irrevocable by the Grantor; and (iii) for the benefit of the Grantee of such Easement and its Permitted Users.

(b) Each Grantee shall use and shall cause its Permitted Users to use the Easements granted hereunder in a reasonable manner and for their intended purposes, and shall not obstruct or otherwise use any Easement, or permit any of the Permitted Users to use any Easement, in a manner that would materially or substantially interfere with the use and operation of the Grantor’s Parcel.

(c) Each Grantor shall have the right to grant such other easements, rights or privileges over its respective Parcel to such persons and/or entities and for such purposes as such Grantor in its sole discretion may elect, so long as such purposes do not unreasonably endanger or interfere with the Easements and other rights granted herein.

(d) The granting of an Easement which burdens a Parcel shall bind and burden the Grantor's Parcel, which shall, for such Easement, be a servient tenement. The granting of an Easement which benefits a Parcel shall benefit the Grantee's Parcel, which shall, for such Easement, be a dominant tenement.

(e) The Easements are each subject to the terms and conditions of Section 9 hereof.

3. Parking Easement. Declarant hereby grants an Easement, effective upon the Completion of the Parking Improvements, for the benefit of PSH Phase I Owner, the PSH Phase II Owner and their respective Permitted Users, over the Parking Easement Area for vehicular and pedestrian access to and from the PSH Phase I Project and the PSH Phase II Project to and from the private roadway commonly known as Lakehurst Circle and for the temporary parking of vehicles at any unassigned parking spaces located at the Parking Easement Area. Use of such unassigned parking spaces shall be on a first-come, first-served basis.

4. Reserved.

5. Reserved.

6. Pathway Easement. Declarant hereby grants an Easement, effective upon the Completion of the Pathway Improvements, for the benefit of PSH Phase I Owner, the PSH Phase II Owner, the Senior Owner and their respective Permitted Users, over the Pathway Easement Area for use of the Pathway Improvements.

7. Reserved.

8. Maintenance.

(a) Except as provided in Subsection 8(d), the Owner of the PSH Phase I Parcel shall be responsible for the costs and the performance of the maintenance, replacement and/or repair of the Easement Areas located within the PSH Phase I Parcel so as to keep such areas and the improvements located therein in good condition and repair and in compliance with all applicable governmental requirements.

(b) Except as provided in Subsection 8(d), the Owner of the PSH Phase II Parcel shall be responsible for the costs and the performance of the maintenance, replacement and/or repair of the Easement Areas located within the PSH Phase II Parcel so as to keep such areas and the improvements located therein in good condition and repair and in compliance with all applicable governmental requirements.

(c) Except as provided in Subsection 8(d), the Owner of the Senior Parcel shall be responsible for the cost and performance of any maintenance, replacement and/or repair of the Easement Areas located within the Senior Parcel so as to keep such areas and the improvements located therein in good condition and repair and in compliance with all applicable governmental requirements.

(d) If and to the extent any damage to any portion of an Easement Area or any improvements at a Parcel is directly caused by, or attributable to another Owner (or its Permitted Users), such other Owner shall bear the repair and maintenance costs related thereto but only to the extent such damage is not fully covered by insurance proceeds; provided, however, that the responsible Owner shall reimburse the other Owner for the cost of such deductible under any applicable insurance policy. This Section shall not be used to limit or relieve the liability of any Owner or its Permitted Users or other person(s) who actually caused the damage.

(e) In the event any Owner fails to comply with its maintenance obligations as set forth herein, which failure continues for more than thirty (30) days after the date of written notice to the defaulting Owner and such Owner's Investor Limited Partner of such default, the non-defaulting Owners shall be entitled to enter the Parcel of the defaulting Owner for the purpose of the performance of such maintenance activities as are necessary to restore the Easement Areas, improvements and amenities to good condition and repair, and the provisions of Section 27 shall apply.

9. Rules and Regulations. Each Owner may implement rules and regulations to ensure the quiet enjoyment of its respective Parcel. Each Grantee of an Easement agrees to comply with rules and regulations imposed by the Grantor of such Easement, as deemed necessary or desirable by such Grantor from time to time. Nothing herein shall prevent an Owner from temporarily blocking access to the Easements located on its portion of the Property for the purpose of making reasonable repairs, or as may be necessary from time to time for security or safety purposes and as may otherwise be required in the context of an emergency. Notwithstanding the foregoing, each Owner shall have the right to set such limits on the use of the Easements located on its portion of the Property as such Owner desires so long as the same are applied in a generally consistent manner to the Permitted Users thereof. Notwithstanding anything to the contrary contained in this Declaration, in the event any portion of the Project becomes overburdened by an Easement in the reasonable opinion of the Owner which owns such portion of the Property, that Owner may reasonably restrict the use thereof by the other Owners and their Permitted Users to relieve such over-burdening (provided that such restriction does not cause a violation under the other Owners' organizational documents, financing documents, applicable zoning and other governmental requirements, or the requirements governing the low income housing tax credits allocated to such Owners). In its reasonable discretion, an Owner may establish rules applicable to the use and operation of an Easement located upon the portion of the Property owned by such Owner, including penalties and suspension of privileges and rules providing against the excessive use of the Easement by the other Owners and their Permitted Users, provided such rules are reasonable. Any occupant or lessee of a unit in the Project violating such rules shall be subject to such penalties as reasonably adopted by the Owner of the portion of the Property subject to such Easement.

10. Insurance. Each Owner shall maintain extended coverage replacement cost casualty insurance in effect as to the improvements located on such Owner's Parcel. Each Owner shall procure and maintain general and/or comprehensive public liability against claims for personal injury (including contractual liability arising under the indemnity contained in Section 11 below), death or property damage occurring upon such Owner's Parcel, with single limited coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars

(\$2,000,000) in the aggregate, including umbrella coverage, if any, and naming the other Owners, the Investor Limited Partners and any Lenders as additional insureds thereunder. In connection with any work permitted to be performed on another Owner's Parcel, the Owner performing such work shall carry and maintain (and cause its contractors and agents performing such work to carry and maintain) insurance coverage of an amount and type reasonably acceptable to the other Owners during the duration of the performance of such work. Upon request, each Owner shall provide the other Owners, the Investor Limited Partners and the Lenders with copies of the insurance policies required by this Section 2110. In addition, if available, each policy shall contain a cross liability endorsement in which the rights of the named insured shall not be prejudiced with respect to any action by one named insured against another named insured. Each policy shall be endorsed to state that it (i) is primary and that any insurance available to the additional insureds shall be excess and not contributory and (ii) shall not be canceled without thirty (30) days' written notice to the other Owners, the Investor Limited Partners and the Lenders. Each Owner shall provide the other Owners with annual evidence of insurance from the insurer certifying that all of the insurance required herein is in place and includes the required limits, terms and conditions.

11. Indemnity. Each Owner shall hold harmless, indemnify and defend the other Owners and their respective partners, lenders, successors and assigns, parents, subsidiaries, members, partners, trustees, shareholders, investors, lenders, representatives and agents, and each of their respective officers, directors and employees, from and against any and all claims, expenses, actual liabilities, damages and costs, arising from or related to the indemnifying Owner's (or any Permitted Users of such Owner) use, exercise or enjoyment of the Easements or breach of the terms of this Declaration, including, but not limited to, any damage to property (to the extent the damage is not covered by any casualty insurance) or injury to or death of any person (provided, however, that the Owner shall not be responsible to the extent any claims or liabilities arise from the negligence or willful act or omission of the other Owners). The indemnity shall cover the costs and expenses of the indemnified Owner, including reasonable attorneys' fees and costs related to any actions, suits or judgments incident to any of the matters covered by such indemnity. The Owners' indemnity obligations under this Section shall not be affected by any insurance carried by any Owner.

12. Dispute Resolution Procedures.

(a) In the event of any dispute under this Declaration, the Owners shall meet within thirty (30) days of delivery of a request by either Owner to meet and discuss the dispute. Each Owner shall have a person in attendance who has the authority to resolve the dispute on behalf of that Owner. The Owners shall negotiate in good faith to resolve the dispute.

(b) If an action or proceeding is brought to enforce or interpret any provision of this Declaration, the losing Owner shall pay the prevailing Owner's reasonable actual expenses incurred in connection with such action or proceeding, including reasonable attorneys' fees.

(c) In the event of a default or Event of Default (as defined below) an Owner hereunder, the other shall have all rights available at law or in equity except the right to terminate this Declaration.

13. No Public Rights. This Declaration shall be considered a granting of private Easements only and shall not be construed to create any rights in the general public to use the Easements. The right of the public to make any use whatsoever of the Project, or any portion thereof, is by permission, and subject to the control of the Owner of the portion of the Project being used by the public. Each of the Owners shall do all things needed to preserve the status of the Easements granted in this Declaration as private easements, including cooperating with each other in the periodic publication of legal notices or physically barring access to the affected areas as may be required by law for the purposes expressed in this Section; provided, however, that prior to closing off any substantial portion of any Easement Area, as herein provided, each Owner shall provide written notice to the other Owners of its intention to do so, and shall attempt to coordinate such closing with the other Owners so that no unreasonable interference with the passage of vehicles or passage of pedestrians shall occur.

14. Assignment. This Declaration shall run with the land and inure to the benefit of and be binding upon the Owners and their respective successors and assigns, including, without limitation, all subsequent owners of any interest in any Parcel.

15. Term. This Declaration shall be perpetual in duration unless terminated by the then-current Owners of all Parcels, provided that any such termination is subject the prior written approvals of the Lenders, the Investor Limited Partners, and any other third parties whose consent is required on behalf of an Owner, and in any event, no such termination shall be permitted if it would cause any Parcel to be in violation of any law, regulation or land use approval applicable to such Parcel. It is expressly agreed that no default or Event of Default shall entitle any party to cancel, rescind or otherwise terminate this Declaration. However, such limitation shall not affect in any manner any other rights or remedies which a party may have hereunder or under applicable law by reason of such default or Event of Default. If an Event of Default is not cured within the time frames provided hereunder, any non-defaulting party shall be entitled to all remedies available at law, or in equity, and each party waives any requirement that the other party prove the non-existence of a remedy at law prior to pursuing equitable remedies, including, without limitation, specific performance or injunctive relief.

16. Amendments. This Declaration may be amended only by a written instrument which is executed by all of the then-current Owners of each Parcel, consented to by the Investor Limited Partners, and recorded in the Official Records of Alameda County.

17. Taxes. Each Owner shall pay all ad valorem taxes and other taxes and duties which may be levied or become due and payable only with respect to such Owner's Parcel.

18. Exhibits. All exhibits attached hereto are incorporated herein by reference.

19. No Waiver. No delay or omission by any party to exercise any right or power accruing upon any noncompliance or failure to perform by another party under the provisions of this Declaration shall impair any such right or power to be construed to be a waiver thereof. A waiver by any Owner of any of the covenants, conditions or agreements hereof to be performed by the other Owners shall not be construed to be a waiver of any succeeding breach thereof, or of any other covenant, condition or agreement herein contained.

20. Interpretation. If any term or provision of this Declaration shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this Declaration shall not be affected.

21. Governing Law. This Declaration shall be construed and enforced in accordance with the laws of the State of California.

22. Notices. All notices required under the terms of this Declaration shall be sent to the Owners with copies to such Owner's Investor Limited Partner at the addresses set forth below:

To PSH Phase I Owner: Lakehurst and Mosley LP
c/o Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501
Attention: Executive Director

With a copy to:

Gubb & Barshay LLP
235 Montgomery Street, Suite 1110
San Francisco, CA 94104
Attention: Henry Loh II

To PSH Phase II Owner: Mosley and Mabuhay LP
c/o Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501
Attention: Executive Director

With a copy to:

Gubb & Barshay LLP
235 Montgomery Street, Suite 1110
San Francisco, CA 94104
Attention: Henry Loh II

To Senior Owner: Mabuhay and Lakehurst LP
c/o Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501
Attention: Executive Director

With a copy to:

Gubb & Barshay LLP

235 Montgomery Street, Suite 1110
San Francisco, CA 94104
Attention: Henry Loh II

To the Investor Limited
Partner of PSH Phase I
Owner:

The Banc of America Housing Fund XVII Limited
Partnership, LLLP
c/o Enterprise Community Asset Management, Inc.
70 Corporate Center
11000 Broken Land Parkway, Suite 700
Columbia, Maryland 21044
Tel: (410) 964-0552; Fax: (410) 772-2630
Attention: Asset Management

With a copy to:

Email: legalstaff@enterprisecommunity.com
Attention: Chief Legal Officer

With a copy to:

Kenneth S. Gross, Esq.
Gallagher Evelius & Jones LLP
218 North Charles Street, Suite 400
Baltimore, Maryland 21201

To the Investor Limited
Partner of PSH Phase II
Owner:

To be provided upon admission of the Investor Limited
Partner to PSH Phase II Owner

To the Investor Limited
Partner of Senior Owner:

To be provided upon admission of the Investor Limited
Partner to Senior Owner

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, shall be deemed received upon (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if mailed, three (3) business days after the date of posting by the United States post office, and (iii) if delivered by overnight delivery, one (1) business day after mailing. Any Owner of Investor Limited Partner may designate a different address from time to time, provided, however, it has given at least ten (10) days advance written notice of such change of address. In the event any date on which any notice is required to be given hereunder falls on Saturday, Sunday or federal holiday, then, the date on which such notice is required to be given or made hereunder shall, for all purposes, be deemed to be the next following

business day.

23. Eminent Domain. If all or any portion of the Property is taken by eminent domain or condemnation proceeding, then the Owner of such portion of the Property shall not be obligated to replace or restore any affected improvements located within such area taken by eminent domain or condemnation proceeding and this Declaration shall terminate with respect to such area. If the improvements or any portion thereof located on any Property are damaged by fire or other casualty, each Owner shall diligently repair and restore the improvements located on its Property in accordance with the initial plan of development to the greatest extent possible, unless otherwise agreed to by the Owners, the Investor Limited Partners, and any Lenders.

24. Default. Failure to comply with the terms, conditions and obligations of this Declaration shall be deemed a default hereunder. A default which continues for more than thirty (30) days after the date of written notice to the defaulting party of such default shall constitute an “**Event of Default**.” Upon an Event of Default, the non-defaulting party shall be entitled to (i) perform such obligations as are necessary to comply with the terms and conditions of this Declaration, (ii) expend such funds as are reasonably necessary to perform such obligations, and (iii) submit an immediate invoice to the defaulting party for the defaulting party’s share of the reasonably expended funds, which shall be due and payable within ten (10) days of the date of notice of the invoiced bill. Any invoiced amount which is not paid in a timely manner shall accrue interest at the rate of ten percent (10%) per annum, retroactive to the date of invoice. Each Owner shall provide notice of any defaults hereunder to any Lenders, and the Lenders shall have thirty (30) days to cure such default(s). To the extent any Investor Limited Partner is then an equity investor in an Owner, each Owner shall provide notice of any default or Event of Default hereunder to such Investor Limited Partner at the addresses noted in Section 22 above and such Investor Limited Partner shall have thirty (30) days to cure any such default or Event of Default prior to any party taking any enforcement action hereunder. The Investor Limited Partner of each Owner shall also have the right, but not the obligation, to exercise the self-help rights of an Owner hereunder as described in Section 8(e) above.

25. Estoppel Certificate. At any time from time to time, each Owner, upon request in writing from the other Owner, agrees to execute and deliver to the requesting Owner, the Investor Limited Partners and any Lenders a statement in writing certifying to all or any part of the following information as such requesting Owner shall require: that this Declaration is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); that the responding Owner, to its knowledge, knows of no default or Event of Default under this Declaration by the requesting Owner, or if there is a default or Event of Default, the nature thereof.

26. No Joint Venture; No Conveyance of Title. Nothing contained in this Declaration shall be construed to make the parties partners or joint venturers or to render any Owner liable for the debts or obligations of the other Owner, except as expressly provided in this Declaration. This Declaration does not constitute a conveyance of fee simple title to any portion of any Parcel or any other part of the Property or a conveyance of any other interest in any Parcel or any other part of the Property except as expressly set forth herein. Use of real property covered by this Declaration shall not create any claims for adverse possession or prescriptive easement.

27. Entire Agreement. This Declaration contains the sole and entire agreement of the parties hereto with respect to the matters contemplated hereunder, and no representation, inducement, promise or agreement, oral or written, by and among the Owners and not incorporated herein shall be of any force or effect.

28. Priority of Easements. The Easements and other rights granted in this Declaration shall be superior in priority to any mortgages, security deeds, deeds of trusts or liens, the foreclosure of which could terminate such Easements and other rights granted herein.

29. Headings. The section headings herein are for convenience and reference only, and in no way define or limit the scope and content of this Declaration or in any way affect its provisions.

30. Counterparts. This Declaration may be executed in counterparts.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first written above.

DECLARANT:

Housing Authority of the City of Alameda,
a public body corporate and politic

By: Vanessa Cooper
Vanessa Cooper
Executive Director

[SIGNATURES MUST BE NOTARIZED]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)SS
COUNTY OF Alameda)

On January 12, 2024, before me, Jocelyn E. Layte, Notary Public, personally appeared

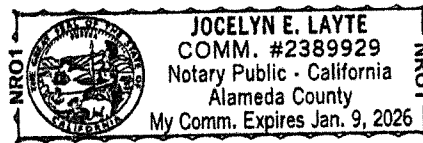
Vanessa Cooper, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Jocelyn E. Layte



This area for official notarial seal

EXHIBIT A-1

Legal Description of the PSH Parcel

Real property situated in the City of Alameda, County of Alameda, State of California, described as follows:

Lot 1, as shown on the Map of Subdivision 8561, filed October 25, 2023, in Book 369, Pages 95-100, Alameda County Official Records.

EXHIBIT A-2

Legal Description of the Senior Parcel

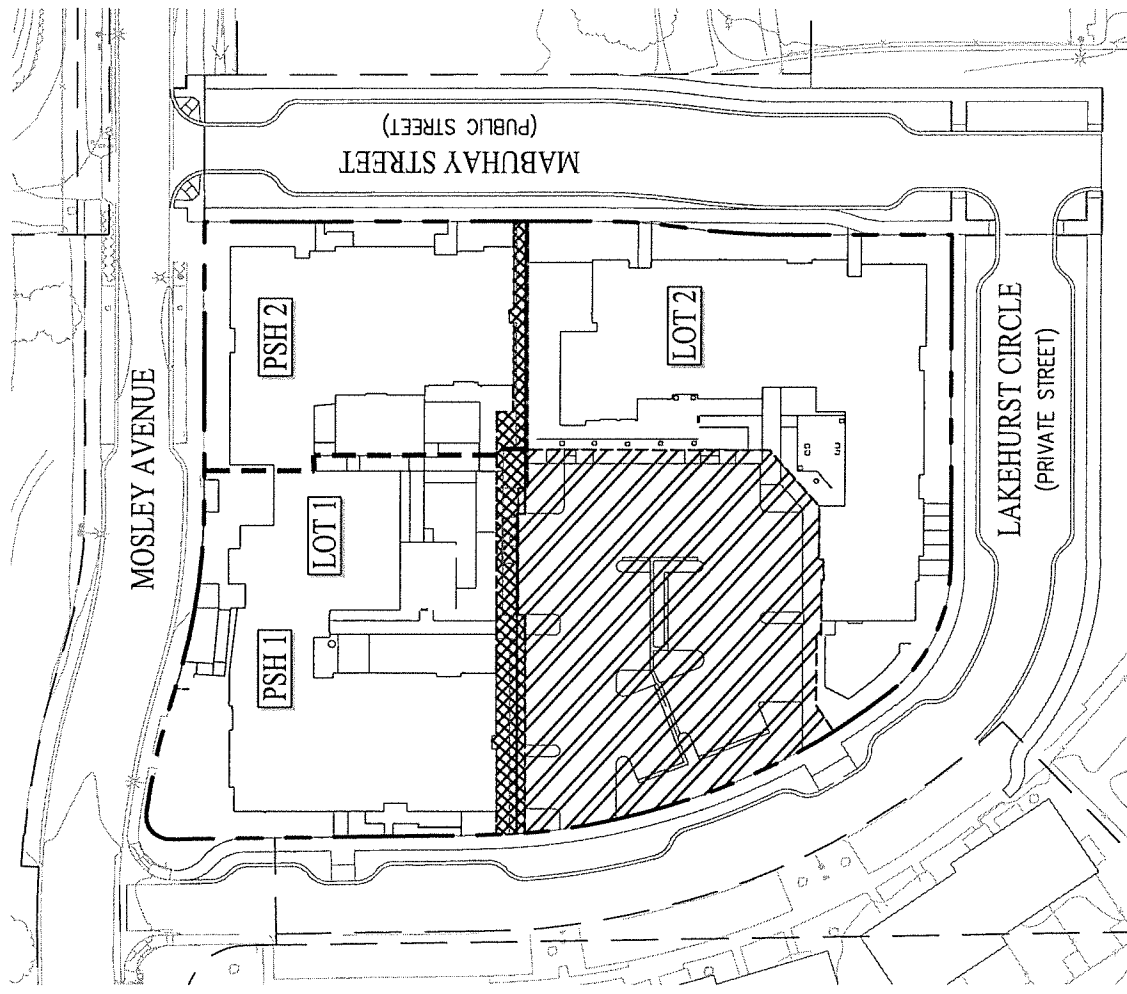
Real property situated in the City of Alameda, County of Alameda, State of California, described as follows:

Lot 2, as shown on the Map of Subdivision 8561, filed October 25, 2023, in Book 369, Pages 95-100, Alameda County Official Records.

EXHIBIT B

Site Plan

[Attached]



LEGEND

- PROPERTY BOUNDARY
- ADJACENT PARCEL LINE
- LOT LINE BETWEEN LOT 1 (PSH 1 & 2) AND LOT 2 (SENIOR)
- PSH 1 & 2 (LOT 1) AIR-SPACE SUBDIVISION LINE
- PARKING AREA
- PATHWAY AREA

RECIPROCAL EASEMENT AREAS NORTH HOUSING BLOCK A

CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA

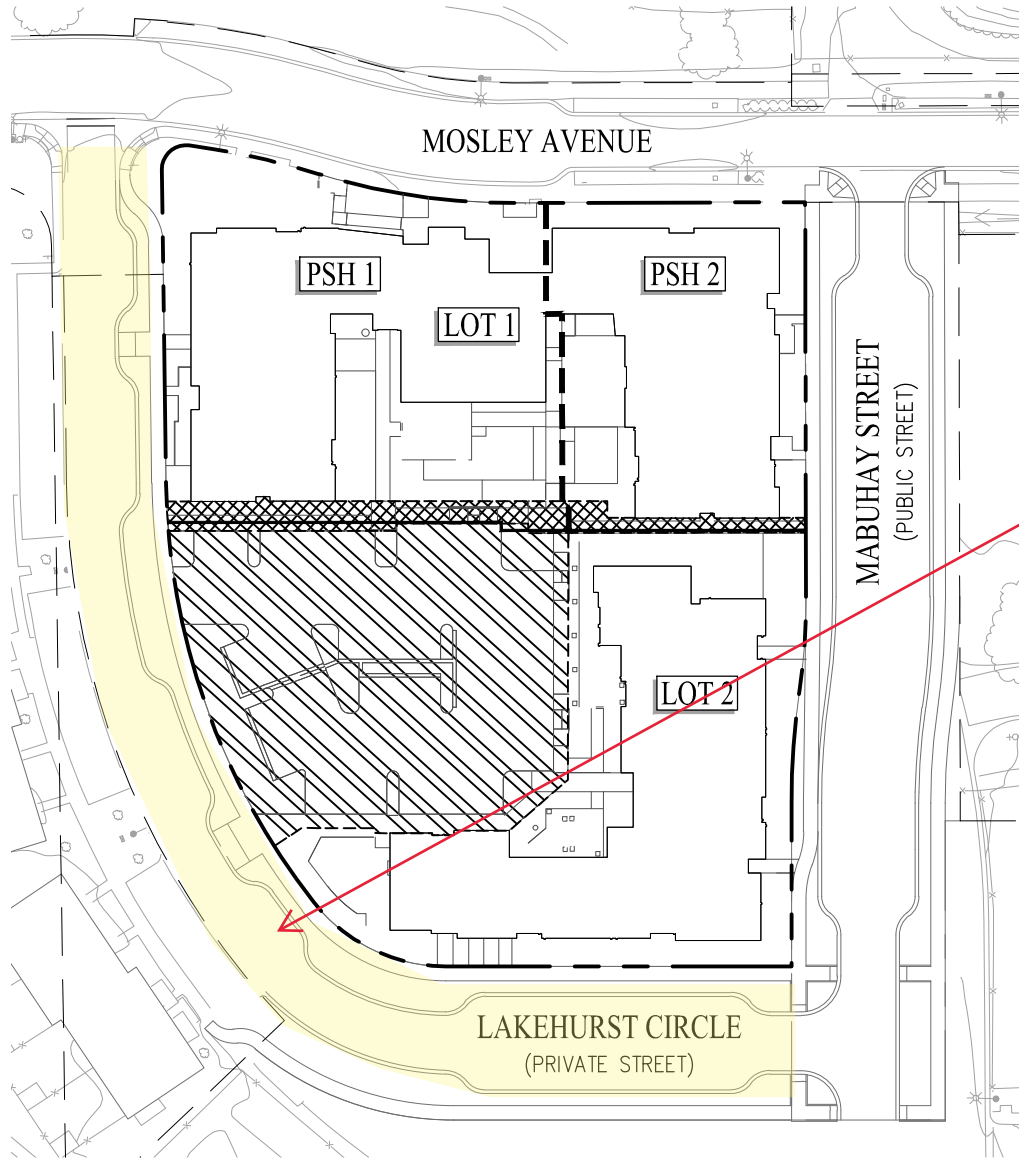
SCALE: 1" = 80' DATE: JANUARY 24, 2024



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ROSEVILLE (916) 788-4456
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Annotated Map for Street Maintenance Agreement



LEGEND

- PROPERTY BOUNDARY
- ADJACENT PARCEL LINE
- LOT LINE BETWEEN LOT 1 (PSH 1 & 2) AND LOT 2 (SENIOR)
- PSH 1 & 2 (LOT 1) AIR-SPACE SUBDIVISION LINE
- PARKING AREA
- PATHWAY AREA

AHA is the owner of Lakehurst Circle and is negotiating a maintenance agreement with Carmel Partners, adjacent property owner.

RECIPROCAL EASEMENT AREAS NORTH HOUSING BLOCK A

CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA

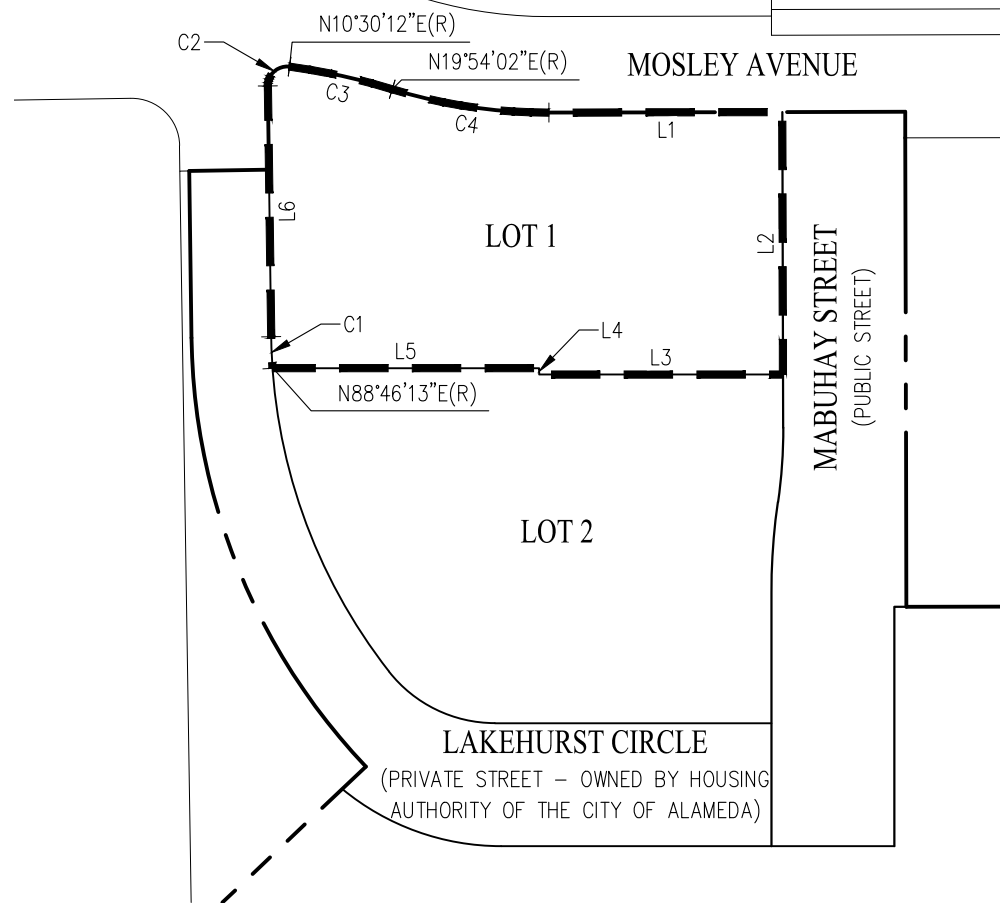
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Annotated Map for Condominium Plan



LINE TABLE		
NO	BEARING	LENGTH
L1	N87°21'52"W	121.52'
L2	N02°38'08"E	136.71'
L3	N87°13'09"W	126.95'
L4	N02°46'51"E	3.32'
L5	N87°13'09"W	138.91'
L6	N02°00'52"E	130.63'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	289.50'	3°14'39"	16.39'
C2	10.00'	98°29'20"	17.19'
C3	334.00'	9°23'51"	54.78'
C4	275.00'	17°15'54"	82.87'

LEGEND

---	PROJECT BOUNDARY
---	LOT 1 BOUNDARY
---	LOT LINE

ABBREVIATIONS

ELEV	ELEVATION
PSH	PERMANENT SUPPORTIVE HOUSING
R	RADIAL
SF	SQUARE FEET

DRAFT

CONDOMINIUM PLAN
LOT 1 - TRACT 8561
NORTH HOUSING BLOCK A

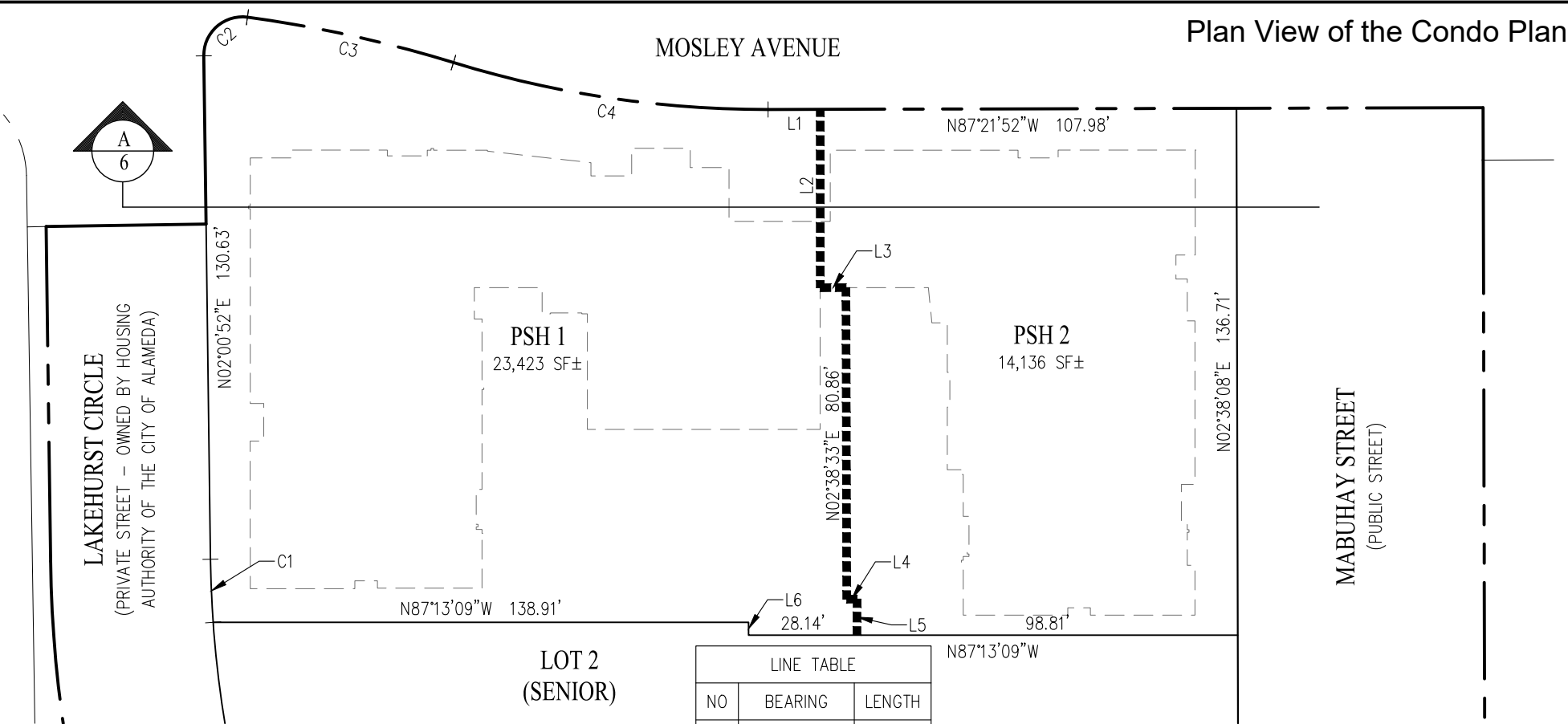
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JANUARY 2024



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LEGEND

- PROJECT BOUNDARY
- LOT LINE
- AIR-SPACE SUBDIVISION LINE
- BUILDING LIMIT (FOR REFERENCE)

LINE TABLE		
NO	BEARING	LENGTH
L1	N87°21'52"W	13.54'
L2	N02°46'51"E	46.29'
L3	N87°29'17"W	6.66'
L4	N88°04'29"W	2.69'
L5	N02°59'38"E	9.36'
L6	N02°46'51"E	3.32'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	289.50'	3°14'39"	16.39'
C2	10.00'	98°29'20"	17.19'
C3	334.00'	9°23'51"	54.78'
C4	275.00'	17°15'54"	82.87'

DRAFT

CONDOMINIUM PLAN
LOT 1 - TRACT 8561
NORTH HOUSING BLOCK A

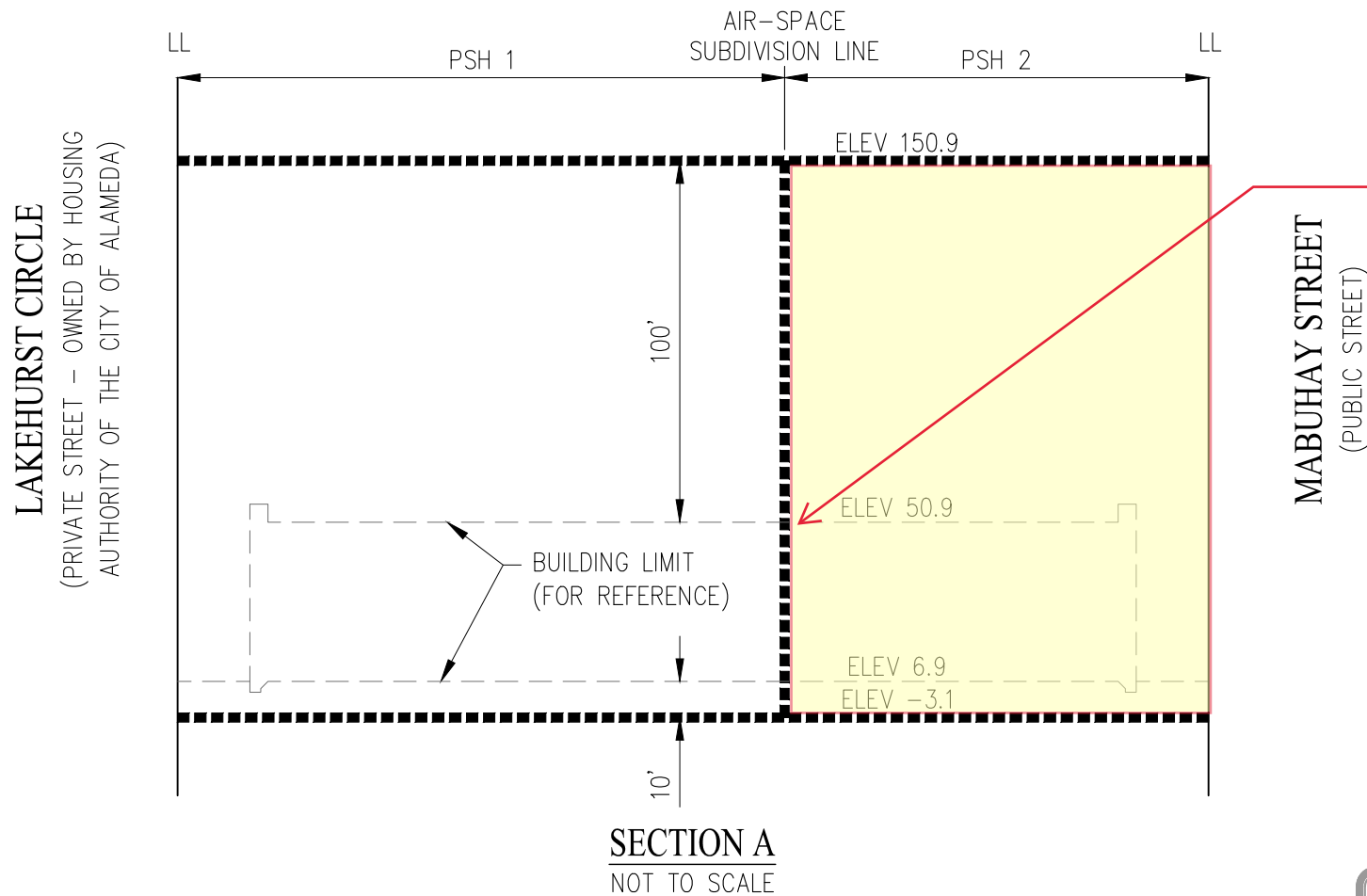
ALAMEDA, CALIFORNIA

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The Condominium Plan allows us to build Estuary II right next to Estuary I.

DRAFT

CONDOMINIUM PLAN
LOT 1 - TRACT 8561
NORTH HOUSING BLOCK A

ALAMEDA, CALIFORNIA

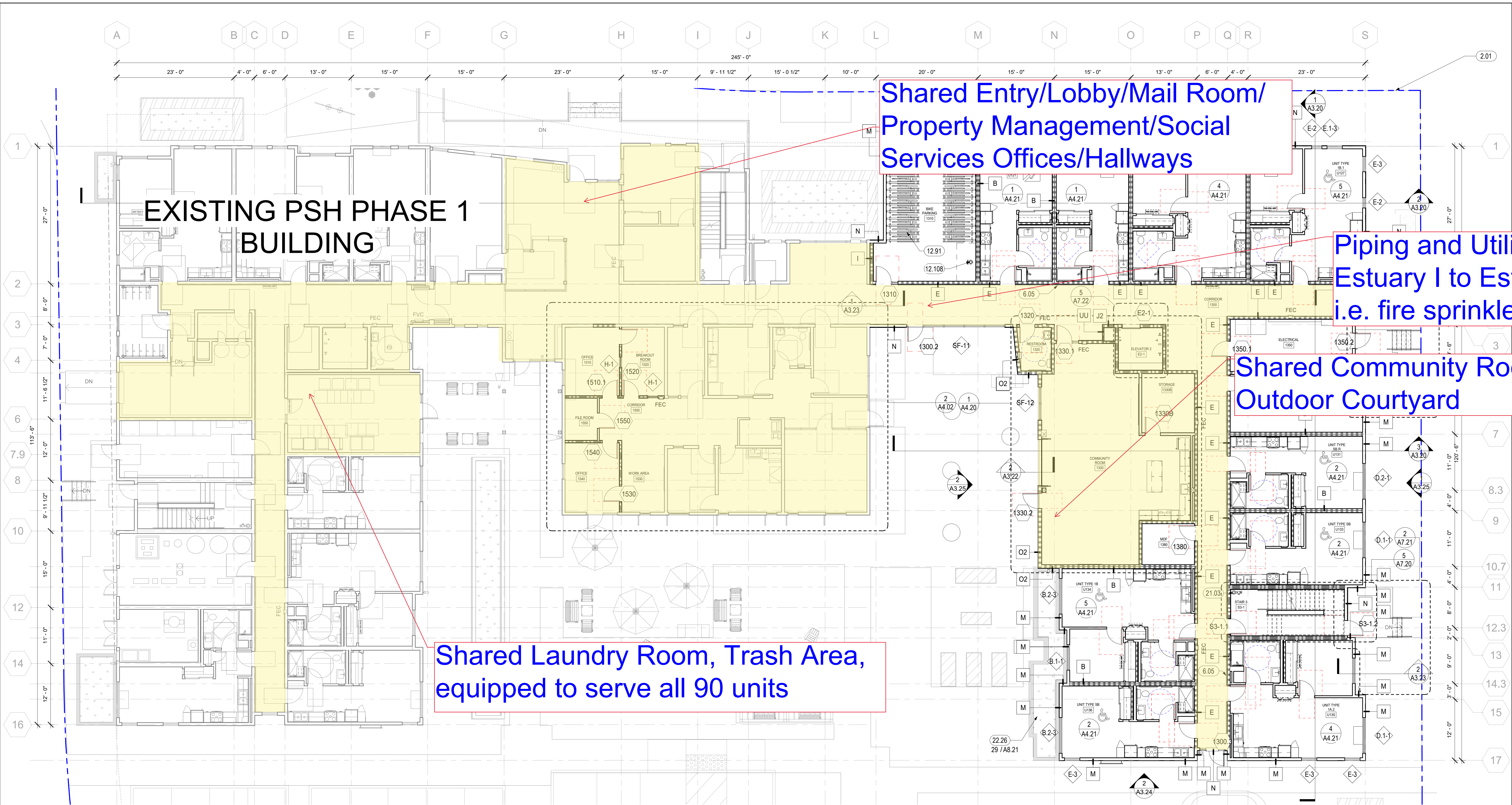
JANUARY 2024



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ISSUE	DATE	DESCRIPTION
1	08/27/21	ENTITLEMENT SET
2	12/8/21	SD SET
3	12/13/21	ENTITLEMENT RESUBMITTAL #1
5	03/22/22	100% DD SET
6	08/22/22	50% CD SET
7	09/29/22	PERMIT SUBMITTAL



1 PSH 2 - LEVEL 1
1/8" = 1'-0"

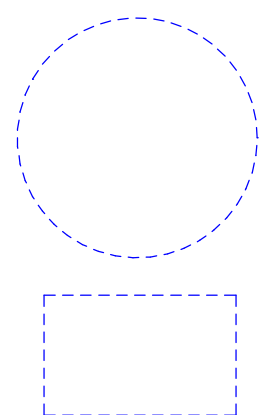
GENERAL NOTES - FLOOR PLAN

- A. FOR WALL TYPES, SEE A8.00 AND A9.00 SHEETS. SEE ALSO ENLARGED PLANS.
- B. DIMENSIONS ARE TO FACE OF STUD. DIMENSIONS TO WINDOWS ARE C.L. DIMENSIONS TO DOORS ARE TO C.L. TYPICAL DIMENSION AT DOOR JAMB IS 4" U.O.N.
- C. CLOSETS ARE 2'-0" CLEAR DEPTH MIN. U.O.N.
- D. SEE ENLARGED PLANS FOR ADDITIONAL INFORMATION.
- E. SEE DOOR, WINDOW, LOUVER, STOREFRONT, AND FINISH SCHEDULES FOR ADDITIONAL INFORMATION.
- F. FOR TYPICAL UNIT PLANS, SEE A4.X SERIES ARCHITECTURAL ENLARGED PLANS.
- G. SEE SLAB PLANS FOR ADDITIONAL INFORMATION INCLUDING LOCATIONS OF CONCRETE CURBS AT WALLS, PITS, DRAINS, PENETRATIONS AND SLAB DEPRESSIONS.
- H. SAFETY GLAZING MUST BE PROVIDED AT HAZARDOUS LOCATIONS PER CBC 2406.4, INCLUDING, BUT NOT LIMITED TO, GLAZING WITHIN 18 INCHES OF A WALKING SURFACE. GLAZING IN DOORS AND WINDOWS ADJACENT TO DOORS.
- I. SEE SIGNAGE PLANS, A10.4X SERIES.
- J. WHERE FINISH DOES NOT ALIGN IN CORRIDOR DUE TO INCREASED WALL RATING, ADD ADDITIONAL LAYER FOR THAT SECTION OF CORRIDOR WALL AS NEEDED.

FLOOR PLAN LEGEND

FOR ADDITIONAL ARCH. SYMBOLS, SEE SHEET G0.20

- NON-RATED WALL
- 1 HOUR FIRE-RATED ASSEMBLY
- 2 HOUR FIRE-RATED ASSEMBLY
- WINDOW / LOUVER TAG
- WALL TAG
- DOOR TAG
- KEYNOTE TAG
- 3' WIDE MAINTENANCE PATH



60" DIA. ACCESSIBLE WHEELCHAIR TURNING RADIUS

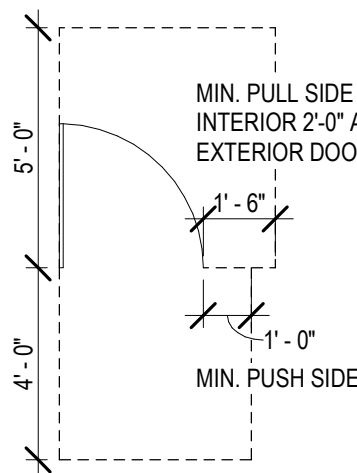
30" X 48" ACCESSIBLE WHEELCHAIR CLEARANCE

SIGN TYPE - SEE
A10.40 FOR SIGNAGE SCHEDULE & DETAILS

FAN COIL UNIT, SMD

SEMI-RECESSED FIRE EXTINGUISHER CABINET
SEE DETAIL 17/A9.21

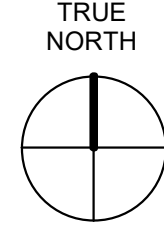
SEMI-RECESSED FIRE EXTINGUISHER CABINET
SEE DETAIL 17/A9.21



DOORS ON ACCESSIBLE ROUTE -
REQUIRED CLEARANCE

UNIT IDENTIFICATION LEGEND

- UNIT TYPE XX**
UNIT #
- UNIT TYPE
UNIT NUMBER
- NOTE: A UNIT'S ADDRESS IS ITS UNIT NUMBER, EXCLUDING THE QUALIFIERS "U" OR "SU"
- MOBILITY UNIT - PER CBC 11B-809.2 - 11B-809.4
- COMMUNICATION UNIT (HVI) - PER CBC 11B-809.5



KEYNOTES	
2.01	PROPERTY LINE (BLUE, DOUBLE-DASHED LINE)
5.05	DOWNSPOUT, DIRECT TO WATER TREATMENT AREA, S.C.D.
6.05	WOOD HANDRAIL, SEE 17/A9.40
12.91	LONG-TERM BIKE STORAGE RACK, DERO DECKER
12.10	DERO FIXIT STATION
8	
21.03	STANDPIPE, EXACT LAYOUT TO BE COORDINATED, S.F.P.D.
22.26	RAISED FLOW-THROUGH PLANTER, S.C.D., S.L.D.