



## ISLAND CITY DEVELOPMENT AGENDA

### **AGENDA**

### **SPECIAL MEETING OF ISLAND CITY DEVELOPMENT**

### **DATE & TIME**

**Wednesday, January 15, 2025 - 6:15 PM**

### **LOCATION**

Independence Plaza, 703 Atlantic Avenue, Alameda, CA 94501 - Ruth Rambeau Memorial Community Room

### **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](mailto: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](mailto: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 ICD Meeting held on December 18, 2024.
  - B. Approve and Authorize the President or Designee to Execute Consultant Services Contracts between Market Design Furniture, Inc. Not to Exceed \$439,000 for Interior Furnishings Services related to the North Housing Block A projects.
  - C. Authorize the President to Negotiate and Execute Contracts Not to Exceed \$563,159 between ENGEO & Lakehurst and Mosley LP, Mosley and Mabuhay LP, and Mabuhay and Lakehurst LP for Geotechnical Engineering Services.
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](mailto: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, December 18, 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 6:25 PM. The following Board members were present: Director Vanessa Cooper, Director Alicia Southern, and Director Carly Grob; quorum established. Staff in attendance: Sarah Raskin, Paris Howze, Jasmine Polar, Shanon Lampkins, Sylvia Martinez, Tony Weng, Stephanie Easter, Greg Kats, Sepideh Kiumarsi, Tonya Schuler-Cummins, Eileen Luo, Alicia Southern, Nancy Gerardin, Trevor Jones, Jie Liang, Louie So, and Joseph Nagel.*

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

3. AB2449 COMPLIANCE - The Chair confirmed that there were 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 Regular Annual ICD Meeting held on November 20, 2024.
- B. Accept the Monthly Construction Report for the Estuary I.
- C. Accept the Monthly Construction Report for Linnet Corner.
- D. Accept the Monthly Report for North Housing Offsites.
- E. Authorize the Increases included in the Housing Authority of the





City of Alameda Master Contract - Amendment No. 1 for an amount not to exceed \$420,027 and a two-year extension with Life Skills Training and Education Programs, Inc ("LifeSTEPS") for ICD tax credit sites.

- F. Authorize the President to amend and sign the regulatory agreements on ICD sites as necessary and as permitted by other lenders and investors.).

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

## 5. NEW BUSINESS

- A. Authorize the President to Negotiate and Execute License Agreements with the Housing Authority of the City of Alameda for Construction Laydown and Stockpile Activities.

*Staff S. Martinez presented the proposed license agreements between the two limited partnerships (LPs) for Linnet Corner and Estuary I and the Housing Authority of the City of Alameda (AHA) to the Board. S. Martinez explained that the ongoing construction occurring on Block A is under the two ground leases, but the area adjacent to the new developments, where construction staging and soil stockpiling activities occur, is AHA-held land that is not under the ground leases. The AHA-held land that the soil stockpile is currently stored on has been placed under a Stormwater Pollution Protection Plan (Plan) per the State of California and is also under a Soil Management Plan approved by the Department of Toxic Substance Control, which includes various monitoring and maintenance responsibilities which AHA needs the LPs to fulfill.*

*S. Martinez explained that the final agreement will cover activities stemming back to the start of Construction. S. Martinez asked the Board to allow the President to negotiate and execute the license agreement to cause Linnet Corner and Estuary I to meet these obligations.*

*Director Cooper commented that several AHA staff members walked the North Housing site today and saw the land in question.*

*Director Grob motioned to accept the motion, and Director Southern seconded. A roll call for all in favor, and the motion passed.*

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

*A member of the public named Betsy asked to speak to the Board of Commissioners and Staff G. Kats informed them that they can address the Board of Commissioners during their meeting.*



7. WRITTEN COMMUNICATIONS **NONE**
8. ORAL COMMUNICATIONS – BOARD MEMBERS AND STAFF **NONE**
9. ADJOURNMENT

*Director Cooper adjourned the meeting at 6:34 PM.*



**ISLAND CITY DEVELOPMENT**

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

To: Board of Directors  
Island City Development

From: Paris Howze, Project Manager

Date: January 15, 2025

Re: Approve and Authorize the President or Designee to Execute Consultant Services Contracts between Market Design Furniture, Inc. Not to Exceed \$439,000 for Interior Furnishings Services related to the North Housing Block A projects.

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**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 North Housing Block A projects: The Estuary I, The Estuary II, and Linnet Corner.

The Estuary I commenced construction in January 2024 and is anticipated to complete construction by August 2025. Linnet Corner commenced construction in March 2024 and is anticipated to complete construction by October 2025. The Estuary II continues to seek project financing.

Staff released an interior furnishings request for proposals (RFP) on October 28, 2024 for Estuary I and Linnet Corner. A separate RFP for Estuary II will be released upon project receiving all project financing.

Please see previous monthly Board reports for project details.

**DISCUSSION**

Staff received three proposals in response to the North Housing Interior Furnishings RFP solicitation. The interior furnishings consultant is responsible for selecting, procuring, and purchasing furnishings for the common areas, exterior outdoor spaces, and units designated to serve formerly unhoused households that meet owner specified design criteria and are in accordance with each project's respective layout. The consultant is also responsible for ensuring white glove delivery and installation upon receipt of each project's temporary certificate of occupancy.

Staff, together with the Review Panel, reviewed and ranked all the responses to the RFP and



January 15, 2025

selected the highest-ranking proposal from Market Design Furniture, Inc.

The total cost for Estuary I and Linnet Corner is approximately \$400,000.

Staff is seeking approval from the Board to authorize the President to negotiate and execute a contract with Market Design Furniture, Inc up to \$438,955.58, including contingency. The consultant is expected to remain working on the project through final completion of Estuary I and Linnet Corner.

The Consultant contract will be between each project partnership entity and Market Design Furniture, Inc for two separate contracts. The contract will be executed using a standard contract format.

For clarity, the project and associated limited partnerships are:

The Estuary I – Lakehurst and Mosley LP  
Linnet Corner – Mabuhay and Lakehurst LP

### **FISCAL IMPACT**

Each project has allocated funds in the project budget to cover their respective costs. The consultant will submit invoices for work completed on the project. Payments will be made through draw requests to the construction and soft lenders.

### **CEQA**

Not Applicable.

### **RECOMMENDATION**

Approve and Authorize the President or Designee to Execute Consultant Services Contracts between Market Design Furniture, Inc. Not to Exceed \$439,000 for Interior Furnishings Services related to the North Housing Block A projects.

### **ATTACHMENTS**

1. Market Design Furniture, Inc - FF&E - Interior Furnishings - Lakehurst and Mosley LP
2. Market Design Furniture, Inc - FF&E - Interior Furnishings - Mabuhay and Lakehurst LP

Respectfully submitted,

*Paris Howze*

Paris Howze, Project Manager



## **CONSULTANT SERVICES AGREEMENT**

**THIS AGREEMENT**, entered into this 15th day of January 2025, by and between LAKEHURST AND MOSLEY LP, a California limited partnership (herein referred to as "Owner") and Market Design Furniture, Inc (a California corporation, partnership, sole proprietor, individual, joint venture) whose address is 2025 22<sup>nd</sup> Street, San Francisco, CA 94107, (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 interior furnishings 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 January 15, 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.

Total compensation under this contract will not exceed \$251,941.57.

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 the 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 OWNER, its Board of Commissioners officials, employees and designated volunteers ("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.

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 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 OWNER and licensed to do insurance business in the State of California.

An endorsement naming the OWNER 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.

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.



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 Board of Commissioners, officers, employees 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 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.

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.

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  
701 Atlantic Avenue  
Alameda, CA 94501-2161  
Attention: Vanessa Cooper

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

Company: Market Design Furniture, Inc  
Address: 2025 22<sup>nd</sup> Street  
San Francisco, CA 94107  
Attention: Diane Scheiman, President  
Phone: (844) 550-1155 x101 Email: [diane@marketdesignfurniture.com](mailto:diane@marketdesignfurniture.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. 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.

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
- iv. Exhibit D – Conflict of Interest Certification

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

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Vanessa Cooper  
President

**Consultant:**

Market Design Furniture, Inc.,  
a California Corporation

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Diane Scheiman  
President

**Exhibit A**  
**Scope of Services**

(See Attached)



## EXHIBIT D: SCOPE OF SERVICES

Estuary I & Linnet Corner are housing communities that will serve a diverse range of residents (ranging from youth to seniors) and will aim to create welcoming, clean environments for residents and guests. In addition to offices and community rooms at each building. All furniture being proposed must be durable, bedbug resistant, and functional. See the table below for building specific needs and initial items THE NORTH HOUSING BLOCK A LP's is requesting be included. Exhibit E should be reviewed for a detailed breakdown of all items and which locations they are expected in.

The proposed artwork and furnishings should balance durability, practicability, sensitivity to formerly homeless residents, and design. Some examples of themes may include:

- Nature (Estuary areas of Alameda)
- Local Flora and Fauna of the Alameda Estuary
- Tranquility & Community
- History of the site
- Diversity, Equity, and Inclusion. Sensitivity to vulnerable populations.
- Consideration of the existing artwork and color palettes at the property

Proposed artwork and furnishings shall be cohesive around a particular theme and compliment selected interior finishes, as agreed upon by the Owner. NORTH HOUSING BLOCK A LP'S will provide the final approvals on furnishing selections.

### EXPECTED TIMELINE:

<b>Milestone/Deliverable – Estuary I</b>	<b>Expected Deliverable Date</b>
RFP Bid Due with Quote	November 25, 2024
Execute Contract	December 13, 2024
Finalize material/product selection	VENDOR TO INCLUDE IN PROPOSAL REQUIRED DATE
Construction Completion	July 2025
Required Delivery AND Install by:	June – July 2025

<b>Milestone/Deliverable – Linnet Corner</b>	<b>Expected Deliverable Date</b>
RFP Bid Due with Quote	November 25, 2024
Execute Contract	December 13, 2024
Finalize material/product selection	VENDOR TO INCLUDE IN PROPOSAL REQUIRED DATE
Construction Completion	October 2025
Required Delivery AND Install by:	September - October 2025

The requirements of the RFP are the following:

1. Coordinate site visit(s) to ensure proposed scope and purchased materials are appropriate for the completed spaces
2. Provide a scaled layout and concept plan of proposed furnishings on Estuary I & Linnet Corner floor plans
3. Provide swatches and furniture material samples in a timely manner that will allow at least a week for owner's decision.
4. Provide itemized quote of furnishing recommendations by brand and model for Owner review/approval and confirmation selections that are within overall FF&E budget for each project
5. Provide schedule or ordering and delivery times to the locations ensuring installation occurs prior to tenant occupancy and Lease up.
6. With approval by the Owner, the Vendor shall purchase, install, and remove packaging (via white glove delivery) the following:

# Property Fact Sheet

## Estuary I

**PROPERTY ADDRESS**

500 Mosley Avenue

**PROPERTY OWNER**

The Housing Authority of the City of Alameda

**PROPERTY MANAGER**

FPI Management

**DEVELOPER**

Island City Development

**YEAR BUILT**

2025

**YEAR ACQUIRED**

2019

**NUMBER OF STORIES: 4****TOTAL NUMBER OF UNITS: 45****NUMBER OF ADA UNITS: 7****NUMBER OF PROJECT BASED VOUCHERS: 40****PROPERTY OFFICE LOCATION: TBD****ON-SITE MANAGER: Yes****NUMBER OF AFFORDABLE RENTAL HOMES:**

24 studios

20 one bedroom units

1 two bedroom unit (1 manager's unit)

**POPULATIONS HOUSED:**

Formerly Homeless

**PROPERTY AMENITIES:**

Community Room, Onsite parking, Bike parking, Wi-Fi hotspot, Pet relief area, Case management, Resident services



Housing Authority  
— of the —  
City of Alameda

**For leasing information, please send email to**  
**[jlayte@alamedahsg.org](mailto:jlayte@alamedahsg.org)**  
**OR**  
**Call (510) 747-4349**

## MARKET DESIGN FURNITURE, INC.

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Bed Bug Resistant and Durable Furniture  
for Low-Income Housing & Community Facilities

### Proposed Approach

To understand our approach here's a bit of our history. We only work in the low-income housing arena--supportive; permanent, and shelters servicing families, singles, veterans, seniors, persons with disabilities, and other special need populations and we provide interiors that work for these populations. Our almost 25 years in this community gives us a wealth of experience. Both buildings—Estuary I and Linnet Corners in this project have the challenge of needing extremely durable, bed bug resistant furniture appropriate to a range of residents from formerly homeless individuals and families to seniors. Each space must meet its function to help staff get its priorities met; and tenants feel at home. We'll create a warm and inviting spaces so that all staff and tenants feel safe and welcomed.

In our interior design toolbox we use color to further articulate the architect's vision while creating a warm home-like atmosphere. Our floor plans are the basis for spaces to offer a range of functions— from large social gatherings to semi private talks among neighbors and friends. For example, in the Community Room your tenants can enjoy a community Thanksgiving lunch; pick up food organized by a local food bank; or cheer on the 49ers or Warriors with their neighbors or attend a stretching class in the community room. This means furniture and layout that is flexible and easy to move without waiting on the maintenance staff if needed. It means selecting furniture that's easy to clean so the spaces are clean and fresh for years to come. It means most of the furniture is made in the U.S. so we can get replacement parts as your onsite property folks need to keep everything working of the life of the furniture.

**The big picture...**We can think creatively by designing environments that will be beautiful on day one; as well as the for years to come. We select each piece for function, aesthetics and value. Our quote extends pricing of the items on your FF&E list so you can easily compare; we also gave you many options because we think we can enhance many of the spaces.

**And the details...**In the Estuary I and Linnet Corners offices we start out with the latest thinking for staff well-being and safety — since sitting is the new smoking, we're specifying adjustable height desks with articulating keyboard tray, and ergonomic task chairs that can be adjusted to each worker's individual body shape and work style.

For staff safety we always design the office space so that your staff can see the door. In offices with two doors we'll review with the team the pros and cons of each layout. We can incorporate any other staff protocols you may have.

**Units...**We have specified 100% bed bug unfriendly furnishings. Should there be a pest outbreak, note that everything in the unit can go through your pest remediation and be wiped off and it's good to go. This is different than every other vendor. We have designed the bedroom furniture to meet this requirement. We have designed our own proprietary lines of bed bug resistant furniture over the years. For example our night stand is 100% metal; even our table are foil (and not plastic) laminate. And the tables are fully wrapped leaving no point of entry for pest. We use special high heat glues so any heat process intended to remediate will NOT degrade the table top (or simply put no applied bumper edges to peel off!)

DESCRIPTION	QTY	PRICE	EXT
<b>Main Lobby 1220</b>			
1 Métier lounge armless chair hard poly/wood base 18.3"sh	4	\$688.30	\$2,753.19
2 Swizzle stool 17"h x 18"diam (add 50lbs ballasting recommended)	3	\$255.83	Option
3 Vignelli bench 60w x 18h x 18d roto polyethylene	1	\$972.56	\$972.56
4 Enclosed natural cork bulletin board satin aluminum frame 2-door locking 36x48	1	\$560.93	\$560.93
5 40" 2-door glass display case locking with LED top & side lights, 4 fixed shelves, hinged doors, adj leveling feet, 92" power cord, silver	1	\$1,919.99	\$1,919.99
6 Artwork misc. 36"w (niche over mailboxes)	2	\$450.00	\$900.00
<b>Security Desk 1220</b>			
7 Value MeshPro high back multifunction task chair with adj arms, lumbar, white frame, chrome base, grey mesh back	1	\$463.10	\$463.10
<b>Large Conference Rm 1210</b>			
8 Pirouette collaborative flip-top nesting table 30x84 laminate with 74P edge locking casters	4	\$1,178.55	\$4,714.20
9 Loop tilter chair white frame + fabric seat	12	\$242.56	\$2,910.78
10 70" Class F50 Series LED 4K UHD Smart Fire TV	1	\$443.99	\$443.99
11 TM Full Motion TV Wall Mount for 47-84" TVs - Black	1	\$71.99	\$71.99
12 Platinum mobile reversible board 48x96 porcelain steel whiteboard both sides 79.5"H x 103.8"W x 24"D	1	\$1,202.76	\$1,202.76
13 Vision laminate buffet credenza 24d x 72w x 36h HPL no locks	1	\$1,899.60	Option
<b>Laundry Rooms 1-4th Flr 1140</b>			
14 Vignelli bench 48w x 18h x 18d roto polyethylene	4	\$688.28	Option
15 Commercial grade wooden 3 panel STEAM wall system	4	\$872.88	\$3,491.50
<b>Community Rm 1240</b>			
16 Stacking armless chair steel frame poly seat/back powdercoat frame	18	\$174.66	\$3,143.81

pg 1 of 5

## Market Design Furniture, Inc.

QUOTE #100415

17 Stack chair dolly capacity: 20	1	\$420.19	\$420.19
18 Pirouette collaborative flip-top nesting table 30x72 laminate with 74P edge locking casters	3	\$1,062.45	\$3,187.35
19 Métier left arm section soft poly/foam steel base	1	\$1,354.12	\$1,354.12
20 Métier armless 24" section soft poly/foam steel base	2	\$1,111.73	\$2,223.45
21 Métier right arm section soft poly/foam steel base	1	\$1,354.12	\$1,354.12
22 Métier wedge section soft poly/foam steel base	2	\$863.87	Option
23 Métier arm chair soft poly/foam steel base	2	\$1,391.78	\$2,783.57



24 65" Class F30 Series LED 4K UHD Smart Fire TV	1	\$389.99	\$389.99
25 TV Mount Full Motion for 47-84" TVs	1	\$71.99	\$71.99
26 Flux A/V storage credenza 22x60 open center flush leg 4doors, locking	1	\$2,337.00	\$2,337.00
27 Artwork misc. 2 x 36" w and 2 x 42" w	4	\$450.00	\$1,800.00

#### Break Rm 1420

28 Table 36x36 quartz (4) corner mount 2" steel post legs with leveler 28"h	2	\$961.90	\$1,923.79
29 Urban chair Four-point with arms - Midsize - DuraSpec Poly Seat & Wood Back, seat H 18.0 seat W 22.0 total H 32.5 depth 22.0 total W 27.8	2	\$564.30	\$1,128.60
30 Urban chair Four-point armless - Midsize - DuraSpec poly seat & Wood back, seat H 18.0 seat W 22.0 total H 32.5 depth 22.0 total W 24.0	3	\$564.30	\$1,692.90
31 Magnetic porcelain steel whiteboard 3'x4' deluxe aluminum trim with map rail & accessory tray	1	\$287.95	Option

#### Management Ofc 1230B

32 Vision HPL laminate 30x72 electric adjustable height table desk standard range, add top grommet (select location: left/center/right), laminate modesty panel 64w x 9h x 3/4d	1	\$1,101.00	\$1,101.00
33 Vision HPL laminate 20x60 credenza, 2d LF/2d CAB, locking (as return)	1	\$1,540.20	\$1,540.20
34 Vision laminate bookcase 36w x 16d x 72h, 4 shelves/3 adjustable, unfinished back	1	\$834.00	\$834.00
35 Steel Lateral File, 4 Legal/Letter-Size File Drawers, Light Gray, 36w x 18.63d x 52.5h	1	\$775.23	\$775.23
36 Vision lateral file 24d x 36w x 30h 2-drawer locking	1	\$853.80	Option
37 Vision laminate bookcase overhead 16d x 36w x 42h	1	\$666.00	Option
38 Value MeshPro high back multifunction task chair with adj arms, lumbar, white frame, chrome base, grey mesh back	1	\$463.10	\$463.10
39 Urban chair Four-point with arms - Midsize - DuraSpec Poly Seat & Back, seat H 18.0 seat W 22.0 total H 32.5 depth 22.0 total W 27.8 (wall saver)	2	\$501.53	\$1,003.05
40 Chrome wire 4-shelf 36w x 18d x 74h (in closet)	2	\$168.69	\$337.39
41 Mobile Box/File Pedestal w/casters 15x22x22-1/2h	1	\$233.30	Option

#### Office 1230A

42 Vision HPL laminate 30x66 electric adjustable height table desk standard range, add top grommet (select location: left/center/right), laminate modesty panel 58w x 9h x 3/4d	1	\$1,077.00	\$1,077.00
43 Vision HPL laminate 20x60 credenza, 2d LF/2d CAB, locking	1	\$1,541.40	\$1,541.40
44 Value MeshPro high back multifunction task chair with adj arms, lumbar, white frame, chrome base, grey mesh back	1	\$463.10	\$463.10
45 Vision laminate table top 30" round HPL, Propel X base 26x26	1	\$576.72	\$576.72
46 Urban chair Four-point armless - Midsize - DuraSpec poly seat & plastic back, seat H 18.0 seat W 22.0 total H 32.5 depth 22.0 total W 24.0	2	\$481.95	\$963.90
47 Mobile Box/File Pedestal w/casters 15x22x22-1/2h	1	\$233.30	Option

#### Waiting Rm 1410

48 Urban chair Four-point with arms - Midsize - DuraSpec Poly Seat & Wood Back, seat H 18.0 seat W 22.0 total H 32.5 depth 22.0 total W 27.8	4	\$564.30	\$2,257.20
49 Urban chair Four-point armless - Midsize - DuraSpec poly seat & Wood back, seat H 18.0 seat W 22.0 total H 32.5 depth 22.0 total W 24.0	2	\$564.30	\$1,128.60
50 Snowball 3 Bariatric four-point chair with arms, wood back upholstered seat 31w x 22d x 26sw x 18sh x 33h 500# load tested 1 yd COM +1" extra seat foam	2	\$561.60	Option

#### Breakout Ofc - Shared 1480

51 Vision laminate table top 36" round HPL, Propel X base 26x26	1	\$811.52	\$811.52
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51	Vision laminate table top 60" round HPL, Propel X base 20x20	1	\$977.02	\$977.02
52	Urban chair Four-point with arms - Midsize - DuraSpec Poly Seat & Wood Back, seat H 18.0 seat W 22.0 total H 32.5 depth 22.0 total W 27.8	2	\$564.30	\$1,128.60
53	Snowball 3 Bariatric four-point chair with arms, wood back upholstered seat 31w x 22d x 26sw x 18sh x 33h 500# load tested 1 yd COM +1" extra seat foam	2	\$561.60	Option
<b>Behavioral Health Rm - Shared 1470</b>				
54	Vision laminate table 42x42 HPL, (4) corner mount 2" steel post legs with leveler 28"h	1	\$868.20	\$868.20
55	Vision laminate table 42" round HPL, Propel X base 33x33	1	\$693.50	Option
56	Urban chair Four-point with arms - Midsize - DuraSpec Poly Seat & Wood Back, seat H 18.0 seat W 22.0 total H 32.5 depth 22.0 total W 27.8	4	\$564.30	\$2,257.20
57	Snowball 3 Bariatric four-point chair with arms, wood back upholstered seat 31w x 22d x 26sw x 18sh x 33h 500# load tested 1 yd COM +1" extra seat foam	4	\$561.60	Option
<b>Services Ofc 1440</b>				
58	Vision HPL laminate 30x66 electric adjustable height table desk standard range, add top grommet (select location: left/center/right), laminate modesty panel 58w x 9h x 3/4d	1	\$1,077.00	\$1,077.00
59	Vision laminate lateral file credenza 24x72, locking	1	\$2,168.40	\$2,168.40



60	Value MeshPro high back multifunction task chair with adj arms, lumbar, white frame, chrome base, grey mesh back	1	\$463.10	\$463.10
61	Urban chair Four-point with arms - Midsize - DuraSpec Poly Seat & Back, seat H 18.0 seat W 22.0 total H 32.5 depth 22.0 total W 27.8 (wall saver)	2	\$501.53	\$1,003.05
62	Mobile Box/File Pedestal w/casters 15x22x22-1/2h	1	\$233.30	Option
<b>Services Ofc 1450</b>				
63	Vision HPL laminate 30x66 electric adjustable height table desk standard range, add top grommet (select location: left/center/right), laminate modesty panel 58w x 9h x 3/4d	2	\$1,077.00	\$2,154.00
64	Vision HPL laminate 30x66 electric adjustable height table desk standard range, add top grommet (select location: left/center/right)	2	\$942.60	\$1,885.20
65	Vision laminate 2-drawer lateral file HPL 20d x 36w x 30h, locking	4	\$861.60	Option
66	Vision laminate bookcase overhead 16d x 30w x 42h	4	\$590.40	Option
67	Value MeshPro high back multifunction task chair with adj arms, lumbar, white frame, chrome base, grey mesh back	4	\$463.10	\$1,852.41
68	Mobile Box/File Pedestal w/casters 15x22x22-1/2h	4	\$233.30	Option
<b>Maintenance 1120</b>				
69	Value MeshPro high back multifunction task chair with adj arms, lumbar, white frame, chrome base, grey mesh back	1	\$448.16	\$448.16
70	Vision HPL laminate 30x66 electric adjustable height table desk standard range, add top grommet (select location: left/center/right), laminate modesty panel 58w x 9h x 3/4d	1	\$1,077.00	\$1,077.00
71	Mobile Box/File Pedestal w/casters 15x22x22-1/2h	1	\$233.30	Option
<b>Elevator Lobbies 1-4th Flr</b>				
72	Enclosed natural cork bulletin board satin aluminum frame 2-door locking 36x48	4	\$560.93	\$2,243.70
<b>Hallways 1-4th Flr</b>				
73	Artwork misc. 36"w (1 per floor)	4	\$450.00	\$1,800.00
74	Artwork misc. 48"w (3 per floor)	12	\$495.00	\$5,940.00
<b>Nook 1 1200</b>				
75	Métier lounge armless chair hard poly/wood base 18.3"sh	2	\$688.30	\$1,376.60
76	Swizzle stool 17"h x 18"diam (add 50lbs ballasting recommended)	1	\$255.83	Option
77	Tall Recycling Station - Dual Stream 30"w x 27"h x 12"d CAPACITY 16 gallons, each stream	1	\$932.40	\$932.40
<b>Nook 2 2200</b>				
78	Métier lounge armless chair hard poly/wood base 18.3"sh	2	\$688.30	\$1,376.60
79	Swizzle stool 17"h x 18"diam (add 50lbs ballasting recommended)	1	\$255.83	Option
80	Tall Recycling Station - Dual Stream 30"w x 27"h x 12"d CAPACITY 16 gallons, each stream	1	\$932.40	\$932.40
81	Professional MDF Indoor Table Tennis Table w/Quick Clamp Ping Pong Net & Post Set - Corner Ball Holders	1	\$517.44	Option
<b>Nook 3 3200</b>				
82	Métier lounge armless chair hard poly/wood base 18.3"sh	2	\$688.30	\$1,376.60
83	Swizzle stool 17"h x 18"diam (add 50lbs ballasting recommended)	1	\$255.83	Option
84	Tall Recycling Station - Dual Stream 30"w x 27"h x 12"d CAPACITY 16 gallons, each stream	1	\$932.40	\$932.40
<b>Nook 4 4200</b>				
85	Métier lounge armless chair hard poly/wood base 18.3"sh	2	\$688.30	\$1,376.60

86	Swizzle stool 17"h x 18"diam (add 50lbs ballasting recommended)	1	\$255.83	Option
87	Tall Recycling Station - Dual Stream 30"w x 27"h x 12"d CAPACITY 16 gallons, each stream	1	\$932.40	\$932.40
88	Grey melamine Indoor Foosball Table incl 10 balls 4"x4" steel legs black	1	\$1,919.99	Option

#### Ext Courtyard/Entry

89	Receptacle outdoor 45G T2   Three   Full   Slate   Mixed Recyclables-Compost-Waste	3	\$955.92	\$2,867.76
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DESCRIPTION	QTY	PRICE	EXT
<b>Units</b>			
1 FULL Provident heavy-duty steel platform bed 52x73 (6) 14"h round legs	45	\$257.73	\$11,597.85
2 FULL DuraMatt Gold mattress only	45	\$439.60	\$19,782.00
3 FULL zippered mattress encasement stretch polyester knit with polyurethane backing 54"x75"x9"	45	\$47.79	\$2,150.33
4 Provident EcoMetal nightstand 1dwr 16x16x23h	45	\$358.65	\$16,139.25
5 GreenLab Edgeless dining table 36x36x1, (4) corner mount 2"sq steel post legs	45	\$473.82	\$21,322.04
6 Simon poly armless indoor/outdoor chair 19.5" x 20.7" x 32.3" / SH: 17.7"	90	\$69.60	\$6,264.00
<b>Alternates</b>			
7 TWIN Provident heavy-duty steel platform bed 38x73 (6) 14"h round legs	45	\$234.14	<b>Option</b>
8 TWIN DuraMatt Gold mattress only	45	\$339.50	<b>Option</b>
9 TWIN zippered mattress encasement stretch polyester knit with polyurethane backing 39"x75"x9"	45	\$39.81	<b>Option</b>
10 QUEEN Provident heavy-duty steel platform bed 58x79 (6) 14"h round legs	45	\$268.62	<b>Option</b>
11 QUEEN DuraMatt Gold mattress only	45	\$529.20	<b>Option</b>
12 QUEEN zippered mattress encasement stretch polyester knit with polyurethane backing 60"x80"x9"	45	\$55.77	<b>Option</b>

**Exhibit B**  
**Fee Schedule**

Proposed fee for the scope of work shall not exceed Two Hundred Fifty-One Thousand, Nine Hundred Forty-One Dollars and Fifty-Seven Cents (\$251,941.57) without Owner Approval.

Scope of Work	Amount
White Glove Installation	\$43,046.50
Common Areas	\$97,357.03
PSH Units	\$77,255.47
Taxes and Fees	\$11,378.79
<b>Subtotal</b>	<b>\$229,037.79</b>
<i>10% Contingency</i>	\$22,903.78
<b>Total</b>	<b>\$251,941.57</b>

**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 OWNER data subject to privacy regulations under Federal or state law, including but not limited to PII, PCI, and PHI, providing software, or accessing OWNER 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 the OWNER in the care, custody, or control of the Consultant. If not covered under the Consultant’s liability policy, such “property coverage of the 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 the 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, (OWNER), 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 officers, officials, Board of Commissioners, employees, and volunteers. Any insurance or self-insurance maintained by OWNER, its officers, officials, employees, or volunteers 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.





## **CONSULTANT SERVICES AGREEMENT**

**THIS AGREEMENT**, entered into this 15th day of January 2025, by and between MABUHAY AND LAKEHURST LP, a California limited partnership (herein referred to as "Owner") and Market Design Furniture, Inc (a California corporation, partnership, sole proprietor, individual, joint venture) whose address is 2025 22<sup>nd</sup> Street, San Francisco, CA 94107, (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 interior furnishings services for the 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 January 15, 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.

Total compensation under this contract will not exceed \$187,014.31.

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 the 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 OWNER, its Board of Commissioners officials, employees and designated volunteers ("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.

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 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 OWNER and licensed to do insurance business in the State of California.

An endorsement naming the OWNER 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.

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.

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 Board of Commissioners, officers, employees 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 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.

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.

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  
701 Atlantic Avenue  
Alameda, CA 94501-2161  
Attention: Vanessa Cooper

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

Company: Market Design Furniture, Inc  
Address: 2025 22<sup>nd</sup> Street  
San Francisco, CA 94107  
Attention: Diane Scheiman, President  
Phone: (844) 550-1155 x101 Email: [diane@marketdesignfurniture.com](mailto:diane@marketdesignfurniture.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. 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.

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
- iv. Exhibit D – Conflict of Interest Certification



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

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Vanessa Cooper  
President

**Consultant:**

Market Design Furniture, Inc.,  
a California Corporation

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Diane Scheiman  
President

**Exhibit A**  
**Scope of Services**

(See Attached)

## EXHIBIT D: SCOPE OF SERVICES

Estuary I & Linnet Corner are housing communities that will serve a diverse range of residents (ranging from youth to seniors) and will aim to create welcoming, clean environments for residents and guests. In addition to offices and community rooms at each building. All furniture being proposed must be durable, bedbug resistant, and functional. See the table below for building specific needs and initial items THE NORTH HOUSING BLOCK A LP's is requesting be included. Exhibit E should be reviewed for a detailed breakdown of all items and which locations they are expected in.

The proposed artwork and furnishings should balance durability, practicability, sensitivity to formerly homeless residents, and design. Some examples of themes may include:

- Nature (Estuary areas of Alameda)
- Local Flora and Fauna of the Alameda Estuary
- Tranquility & Community
- History of the site
- Diversity, Equity, and Inclusion. Sensitivity to vulnerable populations.
- Consideration of the existing artwork and color palettes at the property

Proposed artwork and furnishings shall be cohesive around a particular theme and compliment selected interior finishes, as agreed upon by the Owner. NORTH HOUSING BLOCK A LP'S will provide the final approvals on furnishing selections.

### EXPECTED TIMELINE:

<b>Milestone/Deliverable – Estuary I</b>	<b>Expected Deliverable Date</b>
RFP Bid Due with Quote	November 25, 2024
Execute Contract	December 13, 2024
Finalize material/product selection	VENDOR TO INCLUDE IN PROPOSAL REQUIRED DATE
Construction Completion	July 2025
Required Delivery AND Install by:	June – July 2025

<b>Milestone/Deliverable – Linnet Corner</b>	<b>Expected Deliverable Date</b>
RFP Bid Due with Quote	November 25, 2024
Execute Contract	December 13, 2024
Finalize material/product selection	VENDOR TO INCLUDE IN PROPOSAL REQUIRED DATE
Construction Completion	October 2025
Required Delivery AND Install by:	September - October 2025

The requirements of the RFP are the following:

1. Coordinate site visit(s) to ensure proposed scope and purchased materials are appropriate for the completed spaces
2. Provide a scaled layout and concept plan of proposed furnishings on Estuary I & Linnet Corner floor plans
3. Provide swatches and furniture material samples in a timely manner that will allow at least a week for owner's decision.
4. Provide itemized quote of furnishing recommendations by brand and model for Owner review/approval and confirmation selections that are within overall FF&E budget for each project
5. Provide schedule or ordering and delivery times to the locations ensuring installation occurs prior to tenant occupancy and Lease up.
6. With approval by the Owner, the Vendor shall purchase, install, and remove packaging (via white glove delivery) the following:

# Property Fact Sheet

## Linnet Corner

**PROPERTY ADDRESS**

2000 Lakehurst Circle

**PROPERTY OWNER**

The Housing Authority of the City of Alameda

**PROPERTY MANAGER**

FPI Management

**DEVELOPER**

Island City Development

**YEAR BUILT**

2025

**YEAR ACQUIRED**

2019

**NUMBER OF STORIES: 4**

**TOTAL NUMBER OF UNITS: 64**

**NUMBER OF ADA UNITS: 32**

**NUMBER OF PROJECT BASED VOUCHERS: 40**

**PROPERTY OFFICE LOCATION: TBD**

**ON-SITE MANAGER: Yes**

**NUMBER OF AFFORDABLE RENTAL HOMES:**

40 studios

23 one bedroom units

1 two bedroom unit (1 manager's unit)

**POPULATIONS HOUSED:**

Senior (62+)

**PROPERTY AMENITIES:**

Community Room, Onsite parking, Bike parking, Wi-Fi hotspot, Pet relief area, Case management, Resident services



Housing Authority  
— of the —  
City of Alameda

**For leasing information, please send email to**  
**[jlayte@alamedahsg.org](mailto:jlayte@alamedahsg.org)**  
**OR**  
**Call (510) 747-4349**

### Proposed Approach

To understand our approach here's a bit of our history. We only work in the low-income housing arena--supportive; permanent, and shelters servicing families, singles, veterans, seniors, persons with disabilities, and other special need populations and we provide interiors that work for these populations. Our almost 25 years in this community gives us a wealth of experience. Both buildings—Estuary I and Linnet Corners in this project have the challenge of needing extremely durable, bed bug resistant furniture appropriate to a range of residents from formerly homeless individuals and families to seniors. Each space must meet its function to help staff get its priorities met; and tenants feel at home. We'll create a warm and inviting spaces so that all staff and tenants feel safe and welcomed.

In our interior design toolbox we use color to further articulate the architect's vision while creating a warm home-like atmosphere. Our floor plans are the basis for spaces to offer a range of functions— from large social gatherings to semi private talks among neighbors and friends. For example, in the Community Room your tenants can enjoy a community Thanksgiving lunch; pick up food organized by a local food bank; or cheer on the 49ers or Warriors with their neighbors or attend a stretching class in the community room. This means furniture and layout that is flexible and easy to move without waiting on the maintenance staff if needed. It means selecting furniture that's easy to clean so the spaces are clean and fresh for years to come. It means most of the furniture is made in the U.S. so we can get replacement parts as your onsite property folks need to keep everything working of the life of the furniture.

**The big picture...**We can think creatively by designing environments that will be beautiful on day one; as well as the for years to come. We select each piece for function, aesthetics and value. Our quote extends pricing of the items on your FF&E list so you can easily compare; we also gave you many options because we think we can enhance many of the spaces.

**And the details...**In the Estuary I and Linnet Corners offices we start out with the latest thinking for staff well-being and safety — since sitting is the new smoking, we're specifying adjustable height desks with articulating keyboard tray, and ergonomic task chairs that can be adjusted to each worker's individual body shape and work style.

For staff safety we always design the office space so that your staff can see the door. In offices with two doors we'll review with the team the pros and cons of each layout. We can incorporate any other staff protocols you may have.

**Units...**We have specified 100% bed bug unfriendly furnishings. Should there be a pest outbreak, note that everything in the unit can go through your pest remediation and be wiped off and it's good to go. This is different than every other vendor. We have designed the bedroom furniture to meet this requirement. We have designed our own proprietary lines of bed bug resistant furniture over the years. For example our night stand is 100% metal; even our table are foil (and not plastic) laminate. And the tables are fully wrapped leaving no point of entry for pest. We use special high heat glues so any heat process intended to remediate will NOT degrade the table top (or simply put no applied bumper edges to peel off!)

## **MARKET DESIGN FURNITURE, INC.**

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**Bed Bug Resistant and Durable Furniture  
for Low-Income Housing & Community Facilities**

### **Proposed Approach (part 2)**

#### **We Stand by our Furniture and our Services**

We strive to make our customer service the best in the business. You'll know that's true when you call our clients. (Reference List is included in this proposal). We will work closely with the stake holders to identify the best layouts and pieces, then make sure they're properly installed; we want to work with your maintenance team to keep all pieces functioning well and looking beautiful. Since most items are semi-custom please note that once the ORDER is signed we cannot take back pieces. You have our word that we'll work hard to make sure you're delighted with the end results and try to make the process a jointly creative one within the context of the real world, in particular function and budget.

#### **No Additional Fee for Services**

We provide a full range of services for every phase of the project, from working with support services and property management to identifying the furnishings needs and corresponding budgets; from creating furniture floor plans and selection through procurement and installation. Our installation team will remove and recycle any packaging. Community spaces will have a hospitality feel and offices that communicate the professionalism of the program and property management staff. Our purpose is to create long-lasting functional interior solutions throughout the property. An initial budget is provided based on your submitted FF&E list.

There are no fees for the above services. There will be no itemized design. We bill for furnishings (freight, installation, and taxes; occasionally warehousing). We have disrupted the traditional channels of distribution for design services and furnishings by creating a new hybrid model —part representative organization, part commercial dealership — and our compensation is paid by the manufacturers or a small markup. We work closely with a range of contract partners to offer the services of a larger firm without the overhead expense which allows us to choose the right-size partner for each project. Overall, we believe that this client-focused model gives you the best value to furnish your project.

We would be honored to work with the Housing Authority to furnish these two new developments.



DESCRIPTION	QTY	PRICE	EXT
<b>Main Lobby S1135</b>			
1 Métier lounge arm chair hard poly/wood base 18.3" sh	3	\$755.12	\$2,265.37
2 Métier lounge armless chair hard poly/wood base 18.3"sh	2	\$688.30	\$1,376.60
3 Swizzle stool 17"h x 18"diam (add 50lbs ballasting recommended)	1	\$255.83	<b>Option</b>
<b>Waiting Rm S1130</b>			
4 Métier lounge arm chair hard poly/wood base 18.3" sh	2	\$755.12	\$1,510.25
5 Métier lounge armless chair hard poly/wood base 18.3"sh	1	\$688.30	\$688.30
6 Urban chair Four-point with arms - Midsize - DuraSpec Poly Seat & Wood Back, seat H 18.0 seat W 22.0 total H 32.5 depth 22.0 total W 27.8 (wall saver)	2	\$583.88	\$1,167.75
7 Value MeshPro high back multifunction task chair with adj arms, lumbar, white frame, chrome base, grey mesh back	1	\$463.10	\$463.10
8 Vision laminate storage credenza 24x66, locking	1	\$1,557.60	\$1,557.60
9 Vision HPL laminate 30x66 electric adjustable height table desk standard range, add top grommet (select location: left/center/right), laminate modesty panel 58w x 9h x 3/4d	1	\$1,077.00	<b>Option</b>
10 Mobile Box/File Pedestal w/casters 15x22x22-1/2h	1	\$233.30	<b>Option</b>
11 Artwork misc. 36"w	2	\$450.00	\$900.00
12 Artwork misc. 48"w	1	\$495.00	\$495.00
<b>Conference Rm S1130B</b>			
13 LOK conference table rect laminate eased edge 36x84 Y base with stretcher	1	\$1,332.00	\$1,332.00
14 LOK conference table boat shape laminate eased edge 36x84 Y base with stretcher	1	\$1,362.60	\$1,362.60
15 Loop tilter chair white frame + fabric seat	6	\$242.56	\$1,455.39
16 LOK laminate buffet credenza 20x72x36h 4 locking doors	1	\$2,472.00	\$2,472.00
17 70" Class F50 Series LED 4K UHD Smart Fire TV	1	\$443.99	\$443.99
18 Full Motion TV Wall Mount for 47-84" TVs - Black	1	\$71.99	\$71.99
19 Platinum mobile reversible board 48x72 porcelain steel whiteboard both sides 79.5"H x 79.8"W x 24"D	1	\$1,090.33	\$1,090.33
20 Artwork misc. 40"w	3	\$475.00	\$1,425.00
<b>Community Rm S1105</b>			
21 Stacking arm chair with arm cap steel frame poly seat/back powdercoat frame	40	\$210.09	\$8,403.75
22 Stacking armless chair steel frame poly seat/back powdercoat frame	20	\$174.66	\$3,493.13
23 Stack chair dolly capacity: 20	3	\$420.19	\$1,260.56
24 Urban 22"w barstool 4 point arms DuraSpec Seat Plastic BAcK	2	\$600.08	\$1,200.15
25 Pirouette collaborative flip-top nesting table 30x72 laminate with 74P edge locking casters	5	\$1,062.45	\$5,312.25
26 Métier left arm section soft poly/foam steel base	1	\$1,354.12	\$1,354.12
27 Métier armless 24" section soft poly/foam steel base	2	\$1,111.73	\$2,223.45
28 Métier right arm section soft poly/foam steel base	1	\$1,354.12	\$1,354.12
29 Métier wedge section soft poly/foam steel base	2	\$863.87	<b>Option</b>
30 Coffee table edgeless laminate top 30x54x17h, X-Frame leg 16w standard powdercoat	1	\$827.86	\$827.86



31	Métier arm chair soft poly/foam steel base	2	\$1,391.78	\$2,783.57
32	Métier armless 30"w seat soft poly/foam steel base	1	\$1,225.94	\$1,225.94
33	Urban chair Four-point with arms - Midsize - DuraSpec Poly Seat & Wood Back, seat H 18.0 seat W 22.0 total H 32.5 depth 22.0 total W 24.0	4	\$561.60	\$2,246.40
34	Computer table 24x72 edgeless laminate with big H legs 28h x 22d standard powdercoat	2	\$1,098.00	Option
35	Multi-stream waste receptacle 55w x 30h x 11d, finish: Graphite, Aluminum Metallic, or Taupe Metallic, 3 PE liners, 10gal cap per compartment	2	\$1,652.40	\$3,304.80
36	Natural cork board 4'h x 5'w aluminum frame	2	\$182.25	\$364.50
37	70" Class F50 Series LED 4K UHD Smart Fire TV	1	\$443.99	\$443.99
38	Full Motion TV Wall Mount for 47-84" TVs - Black	1	\$71.99	\$71.99
39	Flux A/V 4-door credenza 22x72 open center flush leg + locking doors	1	\$2,445.60	\$2,445.60

### Management Ofc S1130A

40	Vision HPL laminate 30x66 electric adjustable height table desk standard range, add top grommet (select location: left/center/right), laminate modesty panel 58w x 9h x 3/4d	1	\$1,077.00	\$1,077.00
41	Value MeshPro high back multifunction task chair with adj arms, lumbar, white frame, chrome base, grey mesh back	1	\$463.10	\$463.10
42	Urban chair Four-point with arms - Midsize - DuraSpec Poly Seat & Back, seat H 18.0 seat W 22.0 total H 32.5 depth 22.0 total W 27.8 (wall saver)	2	\$501.53	\$1,003.05
43	Mobile Box/File Pedestal w/casters 15x22x22-1/2h	1	\$233.30	Option
44	Magnetic porcelain steel whiteboard 4'x5' deluxe aluminum trim with map rail & accessory tray	1	\$475.42	\$475.42
45	Magnetic porcelain steel whiteboard 4'x6' deluxe aluminum trim with map rail & accessory tray	1	\$536.28	Option

### Services Ofc S1125

46	Vision HPL laminate 30x66 electric adjustable height table desk standard range, add top grommet (select location: left/center/right), laminate modesty panel 58w x 9h x 3/4d	1	\$1,077.00	\$1,077.00
47	Value MeshPro high back multifunction task chair with adj arms, lumbar, white frame, chrome base, grey mesh back	1	\$463.10	\$463.10
48	Urban chair Four-point with arms - Midsize - DuraSpec Poly Seat & Back, seat H 18.0 seat W 22.0 total H 32.5 depth 22.0 total W 27.8 (wall saver)	2	\$501.53	\$1,003.05
49	Mobile Box/File Pedestal w/casters 15x22x22-1/2h	1	\$233.30	Option
50	Vision lateral file 24d x 36w x 30h 2-drawer locking	1	\$853.80	\$853.80
51	Steel Lateral File, 4 Legal/Letter-Size File Drawers, Light Gray, 36w x 18.63d x 52.5h	1	\$775.23	Option

### Maintenance S1255

52	Value MeshPro high back multifunction task chair with adj arms, lumbar, white frame, chrome base, grey mesh back	1	\$463.10	\$463.10
53	Vision HPL laminate 30x66 electric adjustable height table desk standard range, add top grommet (select location: left/center/right), laminate modesty panel 58w x 9h x 3/4d	1	\$1,077.00	\$1,077.00

### Laundry

54	Vignelli bench 48w x 18h x 18d roto polyethylene	2	\$688.28	\$1,376.55
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### Artwork Hallways 1-4

55	Artwork misc. 40-48"w (6 per floor)	24	\$495.00	\$11,880.00
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**Nooks 3rd-4th Flr**

56	Métier lounge arm chair hard poly/wood base 18.3" sh (2 per floor)	4	\$755.12	\$3,020.49
57	Swizzle stool 17"h x 18"diam (add 50lbs ballasting recommended) (2 per floor)	2	\$255.83	Option
58	Métier side table/stool 18" diam 18.5"h soft poly/foam 23lbs (2 per floor)	2	\$404.60	Option
59	18" round drum table/stool laminate standard (no plinth) 18"h (25lbs+50lbs ballasting) (2 per floor)	2	\$588.67	Option

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**Ext Courtyard/Entry**

60	Receptacle outdoor 45G T2   Three   Full   Slate   Mixed Recyclables-Compost-Waste	3	\$955.92	\$2,867.76
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DESCRIPTION	QTY	PRICE	EXT
<b>Units</b>			
1 FULL Provident heavy-duty steel platform bed 52x73 (6) 14"h round legs	16	\$257.73	\$4,123.68
2 FULL DuraMatt Gold mattress only	16	\$439.60	\$7,033.60
3 FULL zippered mattress encasement stretch polyester knit with polyurethane backing 54"x75"x9"	16	\$47.79	\$764.56
4 Provident EcoMetal nightstand 1dwr 16x16x23h	16	\$358.65	\$5,738.40
5 GreenLab Edgeless dining table 36x36x1, (4) corner mount 2"sq steel post legs	16	\$483.66	\$7,738.61
6 Leonardo poly dining arm chair 21-1/4"W x 20-7/8"D x 32-1/4"H x 17-3/4"SH	32	\$147.00	\$4,704.00
<b>Alternates</b>			
7 TWIN Provident heavy-duty steel platform bed 38x73 (6) 14"h round legs	16	\$234.14	<b>Option</b>
8 TWIN DuraMatt Gold mattress only	16	\$339.50	<b>Option</b>
9 TWIN zippered mattress encasement stretch polyester knit with polyurethane backing 39"x75"x9"	16	\$39.81	<b>Option</b>
10 QUEEN Provident heavy-duty steel platform bed 58x79 (6) 14"h round legs	16	\$268.62	<b>Option</b>
11 QUEEN DuraMatt Gold mattress only	16	\$529.20	<b>Option</b>
12 QUEEN zippered mattress encasement stretch polyester knit with polyurethane backing 60"x80"x9"	16	\$55.77	<b>Option</b>
13 Arriva poly arm chair indoor/outdoor (6/ctn)	36	\$120.00	<b>Option</b>
14 FULL bed frame resin-coated steel	16	\$225.00	<b>Option</b>
15 QUEEN DuraMatt Silver mattress/boxspring set	16	\$565.60	<b>Option</b>
16 QUEEN zippered mattress encasement stretch polyester knit with polyurethane backing 60"x80"x9"	32	\$55.77	<b>Option</b>

**Exhibit B**  
**Fee Schedule**

Proposed fee for the scope of work shall not exceed One Hundred Eighty-Seven Thousand, Fourteen Dollars and Thirty-One Cents (\$187,014.31) without Owner Approval.

Scope of Work	Amount
White Glove Installation	\$43,046.50
Common Areas	\$85,484.87
PSH Units	\$30,102.85
Taxes and Fees	\$11,378.79
<b>Subtotal</b>	<b>\$170,013.01</b>
<i>10% Contingency</i>	\$17,001.30
<b>Total</b>	<b>\$187,014.31</b>

**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 OWNER data subject to privacy regulations under Federal or state law, including but not limited to PII, PCI, and PHI, providing software, or accessing OWNER 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 the OWNER in the care, custody, or control of the Consultant. If not covered under the Consultant’s liability policy, such “property coverage of the 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 the 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, (OWNER), 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 officers, officials, Board of Commissioners, employees, and volunteers. Any insurance or self-insurance maintained by OWNER, its officers, officials, employees, or volunteers 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.





**ISLAND CITY DEVELOPMENT**

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

To: Board of Directors  
Island City Development

From: Paris Howze, Project Manager

Date: January 15, 2025

Re: Authorize the President to Negotiate and Execute Contracts Not to Exceed \$563,159 between ENGEO & Lakehurst and Mosley LP, Mosley and Mabuhay LP, and Mabuhay and Lakehurst LP for Geotechnical Engineering Services.

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**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. The North Housing parcel was successfully transferred to AHA ownership on May 30, 2019. 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 in three separate projects. ICD is the developer of the three projects: The Estuary I, The Estuary II, and Linnet Corner.

ENGEO, Inc is the geotechnical consultant providing geotechnical and environmental engineering services for the soil stabilization and the offsite improvement scope within North Housing Block A (NHBA).

Please see previous Board reports for project details.

**DISCUSSION**

In 2021, staff procured and contracted with ENGEO for geotechnical investigation and third party review and inspection services for work related to NHBA. As the development and construction plans of NHBA progressed, ENGEO's original contract expanded to include engineering support during the design phase, foundation and grading plan reviews (Amendment No.1), cellular concrete mitigation related to the soil stabilization phase of NHBA (Amendment No.2), additional engineering consultation (Amendment No.3), profiling and sampling of existing soils (Amendment No.4), additional testing and observation related to the cellular concrete (Amendment No.5), consultation for obtaining a march crust permit as required by the soil management plan (Amendment No.6), stockpile sampling and third party reliance letters required by financing lenders (Amendment No.7), additional cellular concrete testing and observation, and ongoing as-needed consultation (Amendments No.8 & Amendment No.9). A tenth amendment was executed to extend the length of the contract from December 31, 2024 through December 15, 2025.

In December 2023, the Board approved the trifurcation of the ENGEO consultant services contract



which separated the original contract into three separate standalone contracts; one per NHBA project partnership. The not to exceed amount of the combined Former Contract is four hundred thirty-five thousand and zero cents (\$435,000) and the value associated with each project is one hundred forty-five thousand dollars and zero cents (\$145,000). Under the original contract, ENGEO has completed services valued at four hundred eighteen thousand sixty-nine dollars and fifty-three cents (\$418,069.53). The value of services credited to each partnership is one third of the aforementioned amount; one hundred thirty-nine thousand three hundred fifty-six dollars and fifty-one cents (\$136,636.61). The value of all services completed and costs expended were retained in the three new contracts with each of the project partnerships.

<i>Contract/Amendment</i>	<i>Estuary I</i>	<i>Estuary II</i>	<i>Linnet Corner</i>
Original Contract	\$12,666.67	\$12,666.67	\$12,666.67
Amendment 1	\$3,833.33	\$3,833.33	\$3,833.33
Amendment 2	\$3,333.33	\$3,333.33	\$3,333.33
Amendment 3	\$1,666.67	\$1,666.67	\$1,666.67
Amendment 4	\$25,066.67	\$25,066.67	\$25,066.67
Amendment 5	\$51,000	\$51,000	\$51,000
Amendment 6	\$1,166.67	\$1,166.67	\$1,166.67
Amendment 7	\$12,266.67	\$12,266.67	\$12,266.67
Amendment 8	\$15,000.00	\$15,000.00	\$15,000.00
Amendment 9	\$19,000.00	\$19,000.00	\$19,000.00
<b>Total</b>	<b>\$145,000</b>	<b>\$145,000</b>	<b>\$145,000</b>
<i>Previously Credited</i>	<i>\$(136,636)</i>	<i>\$(136,636)</i>	<i>\$(136,636)</i>

The original AHA contract will receive an amendment to zero out remaining funds, but will be retained in place until the end of the project for liability reasons.

Staff is requesting an approximate \$30,000 increase net of contingency to the total geotechnical engineering services budget across all three projects. The increase will cover additional costs related to the following scopes:

#### Prevailing Wage

Because the original contract between AHA and ENGEO involved material testing and drilling during the geotechnical investigation stage, the NHBA's labor compliance monitoring consultant identified that these are activities subject to prevailing wage. Additionally, since each of the three projects are publicly funded and reimbursed costs related to the geotechnical activities in part with both public and private financing, prevailing wages are owed to the laborers that previously performed the work. ENGEO staff conducted a review of all the dates where activities subject to prevailing wage occurred and provided a cost of \$28,159 for associated costs.

#### Additional Testing & Observation



Based on the remaining construction activities related to on-site and off-site utilities and improvements associated with the NNHBA projects, ENGEO is budgeting an approximate \$60,000 to cover part-time and full-time testing and observation related to waterline tie-in, sidewalk construction and pavement, parking lot construction, and continued engineering consultation necessary to complete construction of the NHBA projects.

The breakdown of costs is represented in the table below.

	The Estuary I	The Estuary II	Linnet Corner	Total Block A
Trifurcated Contracts	\$145,000	\$145,000	\$145,000	\$435,000
Prevailing Wage	\$9,386	\$9,386	\$9,386	\$28,159
Additional Testing & Observation	\$20,000	\$20,000	\$20,000	\$60,000
<b>Subtotal</b>	<b>\$174,386</b>	<b>\$174,386</b>	<b>\$174,386</b>	<b>\$523,159</b>
<b><u>Contingency</u></b> <b><u>(Previously Board Approved)</u></b>	<b><u>\$13,333</u></b>	<b><u>\$13,333</u></b>	<b><u>\$13,333</u></b>	<b><u>\$40,000</u></b>
<b>Total Geotechnical Engineering Budget (w/ contingency)</b>	<b>\$187,719</b>	<b>\$187,719</b>	<b>\$187,719</b>	<b>\$563,159</b>
<i>Previously Credited</i>	<i>\$(136,636)</i>	<i>\$(136,636)</i>	<i>\$(136,636)</i>	<i>\$(409,908)</i>
<i>Balance Remaining</i>	<b>\$51,083</b>	<b>\$51,083</b>	<b>\$51,083</b>	<b>\$153,251</b>

Please note the board approved a \$40,000 contingency in June 2024 through Amendment No.9. It is expected that the contingency shown here will allow the contracts to move forward without further requests from the Board.

For clarity, the projects and associated limited partnerships are:

The Estuary I - Lakehurst and Mosley LP

The Estuary II - Mosley and Mabuhay LP

Linnet Corner - Mabuhay and Lakehurst LP

### **FISCAL IMPACT**

The cost increase will be split between the three North Housing Block A developments as outlined in the table above. Each project has sufficient soft cost budget to accommodate the increase.

### **CEQA**

Not Applicable

### **RECOMMENDATION**

Authorize the Executive Director to Execute Contracts Totaling Up to \$563,159 between ENGEO for Geotechnical Engineering Services for the Three Separate Contracts for The



January 15, 2025

Estuary I, The Estuary II, and Linnet Corner.

**ATTACHMENTS**

1. 25\_1\_NH\_Geotechnical Services Contract - Mabuhay and Lakehurst LP rev
2. 25\_1\_NH\_Geotechnical Services Contract - Mosley and Mabuhay LP rev
3. 25\_1\_NH\_Geotechnical Services Contract - Lakehurst and Mosley LP rev

Respectfully submitted,

*Paris Howze*

Paris Howze, Project Manager

## **AMENDED AND SUPERSEDED CONSULTANT SERVICES CONTRACT**

**THIS AMENDED AND SUPERSEDED CONSULTANT SERVICES CONTRACT** ("Agreement"), entered into this **15th day of January, 2025** ("Effective Date"), by and between **MABUHAY AND LAKEHURST LP**, a California limited partnership (hereinafter referred to as "Client"), and ENGEO Incorporated, a California Corporation whose address is 2010 Crow Canyon Place, Suite 250 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 specially trained, experienced, and competent to perform the special services which will be required by this Agreement.

C. 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.

D. Consultant has provided services related to the Project under the Consultant Services Agreement between AHA and Consultant dated December 1st, 2021, Amendment No.1 dated March 21, 2022, and Amendment No.2 dated January 23, 2023, Amendment No.3 dated May 1, 2023, Amendment No.4 dated June 14, 2023, Amendment No.5 dated October 10, 2023, Amendment No.6 dated December 1, 2023, Amendment No.7 dated December 1, 2023, Amendment No.8 dated April 1, 2024, Amendment No.9 dated June 12, 2024, and Amendment No.10 dated December 27, 2024 (collectively "Former Contracts"). The not to exceed amount of the combined Former Contract is four hundred thirty-five thousand and zero cents (\$435,000.00). The value of the services associated with the Project is one hundred forty-five thousand dollars and zero cents (\$145,000.00), which is equivalent to approximately one-third of the total Former Contract costs.

E. Client and Consultant desire to enter into an agreement for **Geotechnical Investigation, C.3 Third Party Review, Geotechnical Testing and Observation and Material Testing Services During Construction, Environmental Consultation for Linnet Corner**, also referred to as North Housing Senior Apartments ("Project").

F. Consultant, under the Former Contracts, has completed services valued at **four hundred nine thousand nine hundred nine dollars and eighty-three cents (\$409,909.83)** 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**

## CONSULTANT SERVICES CONTRACT

one hundred thirty-six thousand six hundred thirty six dollars and sixty-one cents (\$136,636.61, "Credited Amount").

G. The contract expiration date of the combined Former Contract is December 15, 2025.

NOW, THEREFORE, in consideration of performance by the parties of the promises 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 15, 2025 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 up to a maximum of 60 months (5 years total) and shall do so by executing a written amendment to the Agreement. All indemnification and hold harmless provisions in this Agreement shall survive the termination of this Agreement.

2. **SERVICES TO BE PERFORMED.**

2.1 Consultant shall provide the following services to Client, (i) those services outlined and specified in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference; and (ii) those services outlined and specified in Consultant's accepted bid proposal attached hereto as Exhibit B 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 Consultant's accepted bid proposal 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 Client relies upon this representation. Consultant shall perform to the satisfaction of Client, 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 to Client 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 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 Client.

2.4 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 the Client nor have any contractual relationship with Client.

2.5 Acceptance by Client of Consultant's performance under this Agreement does not operate as a release of Consultant's responsibility for full compliance with the terms of this Agreement.

### 3. **COMPENSATION TO CONSULTANT.**

3.1 Client 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 Client to Consultant for the services provided herein shall not exceed one hundred seventy-four thousand three hundred eighty-six dollars and thirty-four cents (\$174,386.34), including all expenses ("Contracted Amount"). Client shall not be responsible for any fees or costs incurred above or beyond the aforementioned Contracted Amount and Client shall have no obligation to purchase any specified amount of services or products, unless agreed to in writing by Client pursuant to Paragraph 4 below. Consultant shall invoice Client for the services performed pursuant to the Scope of Services attached hereto as Exhibit 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 Exhibit 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 Client by Consultant. Client 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 Client. For this Agreement, invoices can be submitted by email to primary contact (below) with a copy to [accountspayable@alamedahsg.org](mailto:accountspayable@alamedahsg.org) or on the Client's vendor portal.

Mosley and Mabuhay LP  
701 Atlantic Avenue  
Alameda, CA 94501-2161  
ATTN: Paris Howze  
(510)747-4349  
Email: [phowze@alamedahsg.org](mailto:phowze@alamedahsg.org)



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.

All contracts over \$25,000 are required to be paid via Electronic Funds Transfer (EFT)/Automated Clearing House (ACH) disbursements. The required forms can be found on the website or by contacting Finance at 510-747-4315.

**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 Client's Board of Commissioners, Executive Director, or designee, within their delegated authority, are the only authorized Client representatives who may at any time, by written order, make any alterations within the general scope of this Agreement.

**5. INSPECTION OF SERVICES.**

All performances under this Agreement shall be subject to inspection by Client. Consultant shall provide adequate cooperation to Client representatives 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, Client 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 Client. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, Client 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 Contract Price to reflect the reduced value of the services performed or products provided. Client may also terminate this Agreement for default and charge to Consultant any costs incurred by Client 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 an Client 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 Client 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 Client. 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 Client's 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. There shall be no employer-employee relationship between the parties; and Consultant shall hold Client harmless from any and all claims that may be made against Client 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 Client merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

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.

**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 and hold Client harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Consultant.

**9. NON-DISCRIMINATION.**

Consistent with Client's policy that harassment and discrimination are unacceptable conduct and will not be tolerated, Consultant shall not be discriminate in the provision of services, 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. §1210 et seq.) and all other applicable laws or regulations. Consultant agrees that any and all violations of this provision shall constitute a breach of this Agreement.

**10. INDEMNIFICATION/HOLD HARMLESS.**

10.1 Consultant shall indemnify and hold harmless Client, its affiliates, its 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 liability whatsoever, based or asserted upon any act, omission, or services of Consultant, its officers, employees, subcontractors,

independent contractors, agents or representatives to the extent caused by the negligent performance of this Agreement, including but not limited to property damage, bodily injury, or death (Client employees included), or any other element of damage of any kind or nature whatsoever, relating to or in any way connected with or arising from the negligent performance of Consultant, its officers, employees, subcontractors, independent contractors, agents or representatives from this Agreement. Consultant shall defend, at its sole expense, all costs and fees including, but not limited to, 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. With respect to Consultant's obligations under this Section 10.1, for professional services rendered by Consultant pursuant to this Agreement, Consultant's liability shall not exceed the policy limits required by Section 11 for Professional Liability (Errors and Omissions) insurance, regardless of the legal theory under which such liability is imposed.

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 Client; 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 Client the appropriate form of dismissal relieving Client 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 and hold harmless the Indemnitees herein from third party claims.

10.4 Client does not, and shall not, waive any rights that it may possess against Consultant because of acceptance by Client, or the deposit with Client, 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. The indemnity obligations of Consultant contained in this Agreement shall survive the termination and expiration of this Agreement.

## 11. **INSURANCE**

Without limiting or diminishing the Consultant's obligation to indemnify or hold the Client harmless, Consultant shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. 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 Appendix C.

### A. **WAIVER OF SUBROGATION:**

Consultant hereby grants to Client a waiver of any right to subrogation which any insurer of said Consultant may acquire against Client by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be

necessary to affect this waiver of subrogation, but this provision applies regardless of whether Client has received a waiver of subrogation endorsement from the Insurer.

**B. 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.

**C. 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.

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

Consultant agrees to notify Client 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.

**12. CONFLICT OF INTEREST.**

No employee, agent, contractor, officer or official of Client 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 Client of all Consultant's interests, if any, which are or may be perceived as incompatible with the Client'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 Client employees.

In order to carry out the purposes of this section, 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 section.

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 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.

**14. 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.

**15. PERMITS AND LICENSES.**

Consultant shall comply with all State 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 Client, 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 Exhibit A, and that service(s) will be performed by properly trained and licensed staff.

**16. REPORTS.**

Upon full payment of undisputed amounts, 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.

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 projects as appropriate.

Consultant shall, at such time and in such form as Client 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 Client.

**17. 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; 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 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 Client shall be addressed to Client at:

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:

ENGEO  
2010 Crow Canyon Place, Suite 250  
San Ramon, CA 94583  
Attention: Mark Gilbert, Principal

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

Consultant agrees and acknowledges that smoking, drinking alcoholic beverages, and listening to radios is prohibited at any Client 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.**

Client 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 Client'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 Exhibit A.

20.1 Discontinuance of Services. Upon termination, Consultant shall, unless otherwise directed by the notice, discontinue all services, and deliver to the Client 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 Client, then Client shall compensate Consultant for services satisfactorily provided through the date of termination. Consultant shall provide documentation deemed adequate by Client to show the services actually completed by Consultant prior to the date of termination, no later than 30 days after 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 two (2) 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. 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 Client. In such case, Client may take over the work and prosecute the same to completion by contract or otherwise. Further, Consultant shall be liable to Client for any reasonable additional costs incurred by Client to revise work for which Client has compensated Consultant under this Agreement, but which Client has determined in its sole discretion needs to be revised in part or whole to complete the project. Prior to discontinuance of services, Client 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, Client may propose an adjustment to the terms and conditions of the Agreement, including the contract price. 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 Client 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 willful or material 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 Client. 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.

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 Client for nonconformance with the terms of the Agreement, Consultant shall promptly refund the disallowed amount to Client on request; or at its option Client 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 Client to do otherwise. This prohibition includes, but is not limited to, posting any information as to this Agreement and Consultant's relationship with Client on Facebook, Twitter, LinkedIn, Yelp, Instagram and any other social media.

**28. CONFIDENTIALITY.**

**28.1. Definition.** Consultant shall observe all Federal, State and Client regulations concerning confidentiality of records. Consultant shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: any information or data obtained by Consultant relating to Client 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; Client information or data which is not subject to public disclosure; Client 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 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. 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 Client of any unauthorized use or disclosure of Confidential Information. For agreements involving information technology or access to agency data, the consultant shall be expected to use the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the agency's information, as it uses to protect its own, including standard anti-virus/malware deployment.

**28.3. Exclusions from Nondisclosure and Nonuse Obligations.** The obligations under 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 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.

**29. WAIVER.**

Any waiver by Client 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 Client 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 Client 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 Client President (or designee) shall administer this Agreement on behalf of Client and may issue all consents, approvals, directives, and agreements on behalf of Client 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, and local laws and regulations. The Consultant will comply with all applicable Client 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 Client 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 Client 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 Client relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which Client shall require.

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

### 33. **ADDITIONAL FEDERAL REQUIREMENTS.**

Whereas the work or services herein may be subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant program (24 CFR Part 570) and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200). 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, upgrading, 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 Client 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 Client 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 CLIENT OFFICIALS AND EMPLOYEES.**

No member, official employee or consultant of Client shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by Client 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.**

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. **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



- ii. Exhibit B – Fee Schedule
- iii. Exhibit C – Insurance Requirements for Consultants
- iv. Exhibit D – N/A
- v. Exhibit F – N/A
- vi. Exhibit E – Form HUD-5370-C (01/2014), General Conditions for Non-Construction Contracts.

[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"**

**ENGEO INCORPORATED**, a California Corporation

By: \_\_\_\_\_

Name: Shawn Munger

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

By: \_\_\_\_\_  
Vanessa Cooper, President

**EXHIBIT A**  
**SCOPE OF SERVICES**

*(See Attached)*

## REQUEST FOR CHANGE ORDER

**TO:** Mr. Tony Weng  
Housing Authority of the City of Alameda  
701 Atlantic Avenue  
Alameda, CA 94501

**DATE:** November 25, 2024

**ENGEO PROJECT NO. AND PHASE:**  
19799.000.001 Phase 001  
19799.000.002 Phase 002 and 010  
19799.000.003 Phases 001, 002, and 008

**ENGEO Contact:** Lydia Kelley and Jenna Keith

**PROJECT NAME:** North Housing, Block A

**ORIGINAL CONTRACT NO.:** Consultant Services Contract (ENGEO Project No. 19799.000.001)  
**ORIGINAL CONTRACT DATE:** December 1, 2021

### Prevailing Wage Compliance:

We understand that the project is subject to prevailing wage requirements. To come into conformance with the prevailing wage requirements we will need to prepare certified payroll documents back to October 2023, provide additional compensation as necessary, and complete any additional paperwork as required by the city, county, or public funding agency.

ENGEO PROJECT NO. AND PHASE	SCOPE	BUDGET ESTIMATE
19799.000.001 Phase 001	Prevailing Wage Surcharge for Alameda Housing Project Task 1	
	H1 Drilling Company Prevailing Wage Compliance	\$7,531
	ConeTec Prevailing Wage Compliance	\$1,104
19799.000.002 Phase 002	Prevailing Wage Surcharge for Alameda Housing Project Task 5	
	PeneCore Drilling Prevailing Wage Compliance	\$1,500
19799.000.003 Phase 001	Prevailing Wage Surcharge for Alameda Housing Project Task 6	\$8,799
	Prevailing Wage Surcharge for Alameda Housing Project Task 9	\$504
19799.000.003 Phase 002	Prevailing Wage Surcharge for Alameda Housing Project Task 10	\$2,331
	Certified Payroll Reports (15 hours of Project Assistant)	\$2,250
19799.000.003 Phase 008	Prevailing Wage Paperwork	\$4,500
	(Estimate 20 hours of Project Assistant and 6 hours of Project Engineer)	
<b>TOTAL</b>		<b>\$28,519</b>

### Project No. 19799.000.003 Phase 002: Remaining Testing and Observation Services:

We were provided with three schedules by J.H. Fitzmaurice, Inc (JHF) which indicate that construction of on-site and off-site utilities and improvements associated with the North Housing Block A project will continue until October 2025. These schedules include:

- North Housing Block A Off-site Construction Summary and Delay Log prepared by JHF on October 25, 2024
- North Housing PSH1 "The Estuary I" Construction Summary and Delay Log prepared by JHF on October 25, 2024
- North Housing Block A Linnet Court (Senior Housing) Construction Overall Schedule prepared by JHF on October 24, 2024

During the month of October 2024, we performed full-time and overtime testing and observation associated with the backfill of the EBMUD waterline. At the time of our last Request for Change Order (RFCO), we did not anticipate full-time or overtime work, or work subject to prevailing wage. In preparation of this RFCO, we reviewed the schedules referenced above and discussed ongoing services with JHF on November 8, 2024. We recommend the following scope of work for completion of the Block A on- and off-site construction.

- Part-time testing and observation during waterline tie-in.
- Part-time testing and observation during off-site paving and sidewalk construction including testing and observation of aggregate base, and asphalt concrete placement.
- Part-time testing and observation during parking lot and sidewalk construction, including testing and observation of subgrade, aggregate base, and asphalt concrete placement, **as requested**.
- Laboratory testing to support field services on an as-needed basis, including compaction curves, import acceptance testing, plasticity index and gradation testing, and other miscellaneous testing.

The following tasks are remaining, but we have sufficient existing budget for these tasks.

- As-needed engineering consultation, meeting attendance, and response to RFIs and submittals.
- Final conformance report for permit closeout. This report will summarize our testing and observation services during site improvements, utilities construction, and any earthwork that has not been included in our previous conformance reports.

SCOPE	BUDGET ESTIMATE
Testing and Observation during on-site and off-site construction (Estimate 61 part-time visits and 5 full-time visits)	\$60,000
TOTAL	\$60,000

**Project No. 19799.000.002 Phase 010: Remaining Environmental Consultation Services:**

As discussed in the attached proposal, we proposed to provide stockpile profiling services for the disposal of the 18,000-cupid-yard stockpile. Depending on the landfill selected for disposal, these services are expected to be between **\$9,300 to \$13,000**.

**Assumptions and Exclusions:**

Our estimates within this RFCO are based on our understanding of the estimated project schedule and our experience with similar projects. We will undertake the scope of work described above on a time-and-expense basis in accordance with our current fee schedule. For added construction duration, time, or number of visits exceeding the above estimates, our services will be charged on a time-and-expense basis in accordance with our current fee schedule.

If you are in agreement with the scope of services and fees outlined in this request, please forward a change order to the above-referenced original contract as authorization for us to proceed. All other terms and conditions of the original contract shall remain in effect.

ENGEO INCORPORATED

BY:\_\_\_\_\_

PRINTED NAME:\_\_\_\_\_ Jeff Fippin

TITLE:\_\_\_\_\_ Principal

DATE:\_\_\_\_\_ November 25, 2024

jh/jaf/ca

Attachment: Proposal for Stockpile Profiling Services

**EXHIBIT B**  
**FEE SCHEDULE**

The below table summarizes the division of scope and fees among the trifurcated contracts. The total fee for the Project under the Agreement is \$174,386.34, which includes a credit of \$136,636.61 for work completed and a balance of \$37,749.73 for outstanding scope of work.

	The Estuary I	The Estuary II	Linnet Corner	Total Block A
Trifurcated Contracts	\$145,000	\$145,000	\$145,000	\$435,000
Prevailing Wage	\$9,386.33	\$9,386.33	\$9,386.34	\$28,159
Additional Testing & Observation	\$20,000	\$20,000	\$20,000	\$60,000
<b>Total Budget</b>	<b>\$174,386.33</b>	<b>\$174,386.33</b>	<b>\$174,386.34</b>	<b>\$523,159</b>
<i>Previously Credited</i>	\$(136,636.61)	\$(136,636.61)	\$(136,636.61)	\$(409,909.83)
<b>Balance Remaining</b>	<b>\$37,749.72</b>	<b>\$37,749.72</b>	<b>\$37,749.73</b>	<b>\$113,249.17</b>

**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 CLIENT data subject to privacy regulations under Federal or state law, including but not limited to PII, PCI, and PHI, providing software, or accessing CLIENT 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 the CLIENT in the care, custody, or control of the Consultant. If not covered under the Consultant's liability policy, such "property coverage of the CLIENT 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 the CLIENT 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, CLIENT requires and shall be entitled to the broader coverage and/or the higher limits maintained by the consultant. 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.

#### **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, (CLIENT), 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 CLIENT, its officers, officials, Board of Commissioners, employees, and volunteers. Any insurance or self-insurance maintained by CLIENT, its officers, officials, employees, or volunteers 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 CLIENT.
- **Self-Insured Retentions:** Self-insured retentions must be declared and approved by CLIENT. CLIENT 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 CLIENT.
- **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 CLIENT.
- **Verification of Coverage:** Consultant shall furnish CLIENT 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. CLIENT 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 CLIENT 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:** CLIENT reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.

## **AMENDED AND SUPERSEDED CONSULTANT SERVICES CONTRACT**

**THIS AMENDED AND SUPERSEDED CONSULTANT SERVICES CONTRACT** ("Agreement"), entered into this **15th day of January, 2025** ("Effective Date"), by and between **MOSLEY AND MABUHAY LP**, a California limited partnership (hereinafter referred to as "Client"), and ENGEO Incorporated, a California Corporation whose address is 2010 Crow Canyon Place, Suite 250 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 specially trained, experienced, and competent to perform the special services which will be required by this Agreement.

C. 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.

D. Consultant has provided services related to the Project under the Consultant Services Agreement between AHA and Consultant dated December 1st, 2021, Amendment No.1 dated March 21, 2022, and Amendment No.2 dated January 23, 2023, Amendment No.3 dated May 1, 2023, Amendment No.4 dated June 14, 2023, Amendment No.5 dated October 10, 2023, Amendment No.6 dated December 1, 2023, Amendment No.7 dated December 1, 2023, Amendment No.8 dated April 1, 2024, Amendment No.9 dated June 12, 2024, and Amendment No.10 dated December 27, 2024 (collectively "Former Contracts"). The not to exceed amount of the combined Former Contract is four hundred thirty-five thousand and zero cents (\$435,000.00). The value of the services associated with the Project is one hundred forty-five thousand dollars and zero cents (\$145,000.00), which is equivalent to approximately one-third of the total Former Contract costs.

E. Client and Consultant desire to enter into an agreement for **Geotechnical Investigation, C.3 Third Party Review, Geotechnical Testing and Observation and Material Testing Services During Construction, Environmental Consultation** for **Estuary II**, also referred to as **North Housing PSH II** ("Project").

F. Consultant, under the Former Contracts, has completed services valued at **four hundred nine thousand nine hundred nine dollars and eighty-three cents (\$409,909.83)** 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**

## CONSULTANT SERVICES CONTRACT

one hundred thirty-six thousand six hundred thirty six dollars and sixty-one cents (\$136,636.61, "Credited Amount").

G. The contract expiration date of the combined Former Contract is December 15, 2025.

NOW, THEREFORE, in consideration of performance by the parties of the promises 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 15, 2025 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 up to a maximum of 60 months (5 years total) and shall do so by executing a written amendment to the Agreement. All indemnification and hold harmless provisions in this Agreement shall survive the termination of this Agreement.

2. **SERVICES TO BE PERFORMED.**

2.1 Consultant shall provide the following services to Client, (i) those services outlined and specified in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference; and (ii) those services outlined and specified in Consultant's accepted bid proposal attached hereto as Exhibit B 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 Consultant's accepted bid proposal 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 Client relies upon this representation. Consultant shall perform to the satisfaction of Client, 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 to Client 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 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 Client.

2.4 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 the Client nor have any contractual relationship with Client.

2.5 Acceptance by Client of Consultant's performance under this Agreement does not operate as a release of Consultant's responsibility for full compliance with the terms of this Agreement.

### 3. **COMPENSATION TO CONSULTANT.**

3.1 Client 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 Client to Consultant for the services provided herein shall not exceed one hundred seventy-four thousand three hundred eighty-six dollars and thirty-three cents (\$174,386.33), including all expenses ("Contracted Amount"). Client shall not be responsible for any fees or costs incurred above or beyond the aforementioned Contracted Amount and Client shall have no obligation to purchase any specified amount of services or products, unless agreed to in writing by Client pursuant to Paragraph 4 below. Consultant shall invoice Client for the services performed pursuant to the Scope of Services attached hereto as Exhibit 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 Exhibit 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 Client by Consultant. Client 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 Client. For this Agreement, invoices can be submitted by email to primary contact (below) with a copy to [accountspayable@alamedahsg.org](mailto:accountspayable@alamedahsg.org) or on the Client's vendor portal.

Mosley and Mabuhay LP  
701 Atlantic Avenue  
Alameda, CA 94501-2161  
ATTN: Sylvia Martinez  
(510)747-4349  
Email: [smartinez@alamedahsg.org](mailto:smartinez@alamedahsg.org)

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.

All contracts over \$25,000 are required to be paid via Electronic Funds Transfer (EFT)/Automated Clearing House (ACH) disbursements. The required forms can be found on the website or by contacting Finance at 510-747-4315.

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 Client's Board of Commissioners, Executive Director, or designee, within their delegated authority, are the only authorized Client representatives who may at any time, by written order, make any alterations within the general scope of this Agreement.

5. **INSPECTION OF SERVICES.**

All performances under this Agreement shall be subject to inspection by Client. Consultant shall provide adequate cooperation to Client representatives 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, Client 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 Client. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, Client 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 Contract Price to reflect the reduced value of the services performed or products provided. Client may also terminate this Agreement for default and charge to Consultant any costs incurred by Client 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 an Client 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 Client 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 Client. 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 Client's 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. There shall be no employer-employee relationship between the parties; and Consultant shall hold Client harmless from any and all claims that may be made against Client 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 Client merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

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.

**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 and hold Client harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Consultant.

**9. NON-DISCRIMINATION.**

Consistent with Client's policy that harassment and discrimination are unacceptable conduct and will not be tolerated, Consultant shall not discriminate in the provision of services, 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. §1210 et seq.) and all other applicable laws or regulations. Consultant agrees that any and all violations of this provision shall constitute a breach of this Agreement.

**10. INDEMNIFICATION/HOLD HARMLESS.**

10.1 Consultant shall indemnify and hold harmless Client, its affiliates, its 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 liability whatsoever, based or asserted upon any act, omission, or services of Consultant, its officers, employees, subcontractors,

independent contractors, agents or representatives to the extent caused by the negligent performance of this Agreement, including but not limited to property damage, bodily injury, or death (Client employees included), or any other element of damage of any kind or nature whatsoever, relating to or in any way connected with or arising from the negligent performance of Consultant, its officers, employees, subcontractors, independent contractors, agents or representatives from this Agreement. Consultant shall defend, at its sole expense, all costs and fees including, but not limited to, 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. With respect to Consultant's obligations under this Section 10.1, for professional services rendered by Consultant pursuant to this Agreement, Consultant's liability shall not exceed the policy limits required by Section 11 for Professional Liability (Errors and Omissions) insurance, regardless of the legal theory under which such liability is imposed.

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 Client; 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 Client the appropriate form of dismissal relieving Client 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 and hold harmless the Indemnitees herein from third party claims.

10.4 Client does not, and shall not, waive any rights that it may possess against Consultant because of acceptance by Client, or the deposit with Client, 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. The indemnity obligations of Consultant contained in this Agreement shall survive the termination and expiration of this Agreement.

## 11. **INSURANCE**

Without limiting or diminishing the Consultant's obligation to indemnify or hold the Client harmless, Consultant shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. 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 Appendix C.

### A. **WAIVER OF SUBROGATION:**

Consultant hereby grants to Client a waiver of any right to subrogation which any insurer of said Consultant may acquire against Client by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be



necessary to affect this waiver of subrogation, but this provision applies regardless of whether Client has received a waiver of subrogation endorsement from the Insurer.

**B. 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.

**C. 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.

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

Consultant agrees to notify Client 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.

**12. CONFLICT OF INTEREST.**

No employee, agent, contractor, officer or official of Client 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 Client of all Consultant's interests, if any, which are or may be perceived as incompatible with the Client'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 Client employees.

In order to carry out the purposes of this section, 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 section.

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 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.

**14. 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.

**15. PERMITS AND LICENSES.**

Consultant shall comply with all State 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 Client, 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 Exhibit A, and that service(s) will be performed by properly trained and licensed staff.

**16. REPORTS.**

Upon full payment of undisputed amounts, 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.

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 projects as appropriate.

Consultant shall, at such time and in such form as Client 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 Client.

**17. 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; 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 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 Client shall be addressed to Client at:

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:

ENGEO  
2010 Crow Canyon Place, Suite 250  
San Ramon, CA 94583  
Attention: Mark Gilbert, Principal

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

Consultant agrees and acknowledges that smoking, drinking alcoholic beverages, and listening to radios is prohibited at any Client 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.**

Client 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 Client'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 Exhibit A.

20.1 Discontinuance of Services. Upon termination, Consultant shall, unless otherwise directed by the notice, discontinue all services, and deliver to the Client 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 Client, then Client shall compensate Consultant for services satisfactorily provided through the date of termination. Consultant shall provide documentation deemed adequate by Client to show the services actually completed by Consultant prior to the date of termination, no later than 30 days after 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 two (2) 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. 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 Client. In such case, Client may take over the work and prosecute the same to completion by contract or otherwise. Further, Consultant shall be liable to Client for any reasonable additional costs incurred by Client to revise work for which Client has compensated Consultant under this Agreement, but which Client has determined in its sole discretion needs to be revised in part or whole to complete the project. Prior to discontinuance of services, Client 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, Client may propose an adjustment to the terms and conditions of the Agreement, including the contract price. 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 Client 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 willful or material 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 Client. 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.

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 Client for nonconformance with the terms of the Agreement, Consultant shall promptly refund the disallowed amount to Client on request; or at its option Client 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 Client to do otherwise. This prohibition includes, but is not limited to, posting any information as to this Agreement and Consultant's relationship with Client on Facebook, Twitter, LinkedIn, Yelp, Instagram and any other social media.

**28. CONFIDENTIALITY.**

**28.1. Definition.** Consultant shall observe all Federal, State and Client regulations concerning confidentiality of records. Consultant shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: any information or data obtained by Consultant relating to Client 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; Client information or data which is not subject to public disclosure; Client 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 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. 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 Client of any unauthorized use or disclosure of Confidential Information. For agreements involving information technology or access to agency data, the consultant shall be expected to use the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the agency's information, as it uses to protect its own, including standard anti-virus/malware deployment.

**28.3. Exclusions from Nondisclosure and Nonuse Obligations.** The obligations under 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 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.

**29. WAIVER.**

Any waiver by Client 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 Client 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 Client 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 Client President (or designee) shall administer this Agreement on behalf of Client and may issue all consents, approvals, directives, and agreements on behalf of Client 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, and local laws and regulations. The Consultant will comply with all applicable Client 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 Client 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 Client 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 Client relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which Client shall require.

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

33. **ADDITIONAL FEDERAL REQUIREMENTS.**

Whereas the work or services herein may be subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant program (24 CFR Part 570) and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200). 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, upgrading, 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 Client 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 Client 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 CLIENT OFFICIALS AND EMPLOYEES.**

No member, official employee or consultant of Client shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by Client 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.**

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. **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

- ii. Exhibit B – Fee Schedule
- iii. Exhibit C – Insurance Requirements for Consultants
- iv. Exhibit D – N/A
- v. Exhibit F – N/A
- vi. Exhibit E – Form HUD-5370-C (01/2014), General Conditions for Non-Construction Contracts.

[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"**

**ENGEO INCORPORATED**, a California Corporation

By: \_\_\_\_\_

Name: Shawn Munger

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

By: \_\_\_\_\_  
Vanessa Cooper, President

**EXHIBIT A**  
**SCOPE OF SERVICES**

*(See Attached)*

## REQUEST FOR CHANGE ORDER

**TO:** Mr. Tony Weng  
Housing Authority of the City of Alameda  
701 Atlantic Avenue  
Alameda, CA 94501

**DATE:** November 25, 2024

**ENGEO PROJECT NO. AND PHASE:**  
19799.000.001 Phase 001  
19799.000.002 Phase 002 and 010  
19799.000.003 Phases 001, 002, and 008

**ENGEO Contact:** Lydia Kelley and Jenna Keith

**PROJECT NAME:** North Housing, Block A

**ORIGINAL CONTRACT NO.:** Consultant Services Contract (ENGEO Project No. 19799.000.001)  
**ORIGINAL CONTRACT DATE:** December 1, 2021

### Prevailing Wage Compliance:

We understand that the project is subject to prevailing wage requirements. To come into conformance with the prevailing wage requirements we will need to prepare certified payroll documents back to October 2023, provide additional compensation as necessary, and complete any additional paperwork as required by the city, county, or public funding agency.

ENGEO PROJECT NO. AND PHASE	SCOPE	BUDGET ESTIMATE
19799.000.001 Phase 001	Prevailing Wage Surcharge for Alameda Housing Project Task 1	
	H1 Drilling Company Prevailing Wage Compliance	\$7,531
	ConeTec Prevailing Wage Compliance	\$1,104
19799.000.002 Phase 002	Prevailing Wage Surcharge for Alameda Housing Project Task 5	
	PeneCore Drilling Prevailing Wage Compliance	\$1,500
19799.000.003 Phase 001	Prevailing Wage Surcharge for Alameda Housing Project Task 6	\$8,799
	Prevailing Wage Surcharge for Alameda Housing Project Task 9	\$504
19799.000.003 Phase 002	Prevailing Wage Surcharge for Alameda Housing Project Task 10	\$2,331
	Certified Payroll Reports (15 hours of Project Assistant)	\$2,250
19799.000.003 Phase 008	Prevailing Wage Paperwork	\$4,500
	(Estimate 20 hours of Project Assistant and 6 hours of Project Engineer)	
<b>TOTAL</b>		<b>\$28,519</b>

### Project No. 19799.000.003 Phase 002: Remaining Testing and Observation Services:

We were provided with three schedules by J.H. Fitzmaurice, Inc (JHF) which indicate that construction of on-site and off-site utilities and improvements associated with the North Housing Block A project will continue until October 2025. These schedules include:

- North Housing Block A Off-site Construction Summary and Delay Log prepared by JHF on October 25, 2024
- North Housing PSH1 "The Estuary I" Construction Summary and Delay Log prepared by JHF on October 25, 2024
- North Housing Block A Linnet Court (Senior Housing) Construction Overall Schedule prepared by JHF on October 24, 2024

During the month of October 2024, we performed full-time and overtime testing and observation associated with the backfill of the EBMUD waterline. At the time of our last Request for Change Order (RFCO), we did not anticipate full-time or overtime work, or work subject to prevailing wage. In preparation of this RFCO, we reviewed the schedules referenced above and discussed ongoing services with JHF on November 8, 2024. We recommend the following scope of work for completion of the Block A on- and off-site construction.

- Part-time testing and observation during waterline tie-in.
- Part-time testing and observation during off-site paving and sidewalk construction including testing and observation of aggregate base, and asphalt concrete placement.
- Part-time testing and observation during parking lot and sidewalk construction, including testing and observation of subgrade, aggregate base, and asphalt concrete placement, **as requested**.
- Laboratory testing to support field services on an as-needed basis, including compaction curves, import acceptance testing, plasticity index and gradation testing, and other miscellaneous testing.

The following tasks are remaining, but we have sufficient existing budget for these tasks.

- As-needed engineering consultation, meeting attendance, and response to RFIs and submittals.
- Final conformance report for permit closeout. This report will summarize our testing and observation services during site improvements, utilities construction, and any earthwork that has not been included in our previous conformance reports.

SCOPE	BUDGET ESTIMATE
Testing and Observation during on-site and off-site construction (Estimate 61 part-time visits and 5 full-time visits)	\$60,000
<b>TOTAL</b>	<b>\$60,000</b>


**Project No. 19799.000.002 Phase 010: Remaining Environmental Consultation Services:**

As discussed in the attached proposal, we proposed to provide stockpile profiling services for the disposal of the 18,000-cubic-yard stockpile. Depending on the landfill selected for disposal, these services are expected to be between **\$9,300 to \$13,000**.

**Assumptions and Exclusions:**

Our estimates within this RFCO are based on our understanding of the estimated project schedule and our experience with similar projects. We will undertake the scope of work described above on a time-and-expense basis in accordance with our current fee schedule. For added construction duration, time, or number of visits exceeding the above estimates, our services will be charged on a time-and-expense basis in accordance with our current fee schedule.

If you are in agreement with the scope of services and fees outlined in this request, please forward a change order to the above-referenced original contract as authorization for us to proceed. All other terms and conditions of the original contract shall remain in effect.

**ENGEO INCORPORATED**  
BY:   
PRINTED NAME: Jeff Fippin  
TITLE: Principal  
DATE: November 25, 2024  
jh/jaf/ca  
Attachment: Proposal for Stockpile Profiling Services



**EXHIBIT B**  
**FEE SCHEDULE**

The below table summarizes the division of scope and fees among the trifurcated contracts. The total fee for the Project under the Agreement is \$174,386.33, which includes a credit of \$136,636.61 for work completed and a balance of \$37,749.72 for outstanding scope of work.

	The Estuary I	The Estuary II	Linnet Corner	Total Block A
Trifurcated Contracts	\$145,000	\$145,000	\$145,000	\$435,000
Prevailing Wage	\$9,386.33	\$9,386.33	\$9,386.34	\$28,159
Additional Testing & Observation	\$20,000	\$20,000	\$20,000	\$60,000
<b>Total Budget</b>	<b>\$174,386.33</b>	<b>\$174,386.33</b>	<b>\$174,386.34</b>	<b>\$523,159</b>
<i>Previously Credited</i>	\$(136,636.61)	\$(136,636.61)	\$(136,636.61)	\$(409,909.83)
<b>Balance Remaining</b>	<b>\$37,749.72</b>	<b>\$37,749.72</b>	<b>\$37,749.73</b>	<b>\$113,249.17</b>

**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 CLIENT data subject to privacy regulations under Federal or state law, including but not limited to PII, PCI, and PHI, providing software, or accessing CLIENT 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 the CLIENT in the care, custody, or control of the Consultant. If not covered under the Consultant's liability policy, such "property coverage of the CLIENT 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 the CLIENT 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, CLIENT requires and shall be entitled to the broader coverage and/or the higher limits maintained by the consultant. 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.

#### **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, (CLIENT), 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 CLIENT, its officers, officials, Board of Commissioners, employees, and volunteers. Any insurance or self-insurance maintained by CLIENT, its officers, officials, employees, or volunteers 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 CLIENT.
- **Self-Insured Retentions:** Self-insured retentions must be declared and approved by CLIENT. CLIENT 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 CLIENT.
- **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 CLIENT.
- **Verification of Coverage:** Consultant shall furnish CLIENT 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. CLIENT 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 CLIENT 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:** CLIENT reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.

## **AMENDED AND SUPERSEDED CONSULTANT SERVICES CONTRACT**

**THIS AMENDED AND SUPERSEDED CONSULTANT SERVICES CONTRACT** ("Agreement"), entered into this **15th day of January, 2025** ("Effective Date"), by and between **LAKEHURST AND MOSLEY LP**, a California limited partnership (hereinafter referred to as "Client"), and ENGEO Incorporated, a California Corporation whose address is 2010 Crow Canyon Place, Suite 250 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 specially trained, experienced, and competent to perform the special services which will be required by this Agreement.

C. 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.

D. Consultant has provided services related to the Project under the Consultant Services Agreement between AHA and Consultant dated December 1st, 2021, Amendment No.1 dated March 21, 2022, and Amendment No.2 dated January 23, 2023, Amendment No.3 dated May 1, 2023, Amendment No.4 dated June 14, 2023, Amendment No.5 dated October 10, 2023, Amendment No.6 dated December 1, 2023, Amendment No.7 dated December 1, 2023, Amendment No.8 dated April 1, 2024, Amendment No.9 dated June 12, 2024, and Amendment No.10 dated December 27, 2024 (collectively "Former Contracts"). The not to exceed amount of the combined Former Contract is four hundred thirty-five thousand and zero cents (\$435,000.00). The value of the services associated with the Project is one hundred forty-five thousand dollars and zero cents (\$145,000.00), which is equivalent to approximately one-third of the total Former Contract costs.

E. Client and Consultant desire to enter into an agreement for **Geotechnical Investigation, C.3 Third Party Review, Geotechnical Testing and Observation and Material Testing Services During Construction, Environmental Consultation** for **Estuary I**, also referred to as **North Housing PSH I** ("Project").

F. Consultant, under the Former Contracts, has completed services valued at **four hundred nine thousand nine hundred nine dollars and eighty-three cents (\$409,909.83)** 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**

## CONSULTANT SERVICES CONTRACT

one hundred thirty-six thousand six hundred thirty six dollars and sixty-one cents (\$136,636.61, "Credited Amount").

G. The contract expiration date of the combined Former Contract is December 15, 2025.

NOW, THEREFORE, in consideration of performance by the parties of the promises 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 15, 2025 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 up to a maximum of 60 months (5 years total) and shall do so by executing a written amendment to the Agreement. All indemnification and hold harmless provisions in this Agreement shall survive the termination of this Agreement.

2. **SERVICES TO BE PERFORMED.**

2.1 Consultant shall provide the following services to Client, (i) those services outlined and specified in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference; and (ii) those services outlined and specified in Consultant's accepted bid proposal attached hereto as Exhibit B 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 Consultant's accepted bid proposal 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 Client relies upon this representation. Consultant shall perform to the satisfaction of Client, 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 to Client 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 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 Client.

2.4 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 the Client nor have any contractual relationship with Client.

2.5 Acceptance by Client of Consultant's performance under this Agreement does not operate as a release of Consultant's responsibility for full compliance with the terms of this Agreement.

### 3. **COMPENSATION TO CONSULTANT.**

3.1 Client 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 Client to Consultant for the services provided herein shall not exceed one hundred seventy-four thousand three hundred eighty-six dollars and thirty-three cents (\$174,386.33), including all expenses ("Contracted Amount"). Client shall not be responsible for any fees or costs incurred above or beyond the aforementioned Contracted Amount and Client shall have no obligation to purchase any specified amount of services or products, unless agreed to in writing by Client pursuant to Paragraph 4 below. Consultant shall invoice Client for the services performed pursuant to the Scope of Services attached hereto as Exhibit 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 Exhibit 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 Client by Consultant. Client 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 Client. For this Agreement, invoices can be submitted by email to primary contact (below) with a copy to [accountspayable@alamedahsg.org](mailto:accountspayable@alamedahsg.org) or on the Client's vendor portal.

Lakehurst and Mosley LP  
701 Atlantic Avenue  
Alameda, CA 94501-2161  
ATTN: Jocelyn Layte  
(510)747-4349  
Email: [jlayte@alamedahsg.org](mailto:jlayte@alamedahsg.org)

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.

All contracts over \$25,000 are required to be paid via Electronic Funds Transfer (EFT)/Automated Clearing House (ACH) disbursements. The required forms can be found on the website or by contacting Finance at 510-747-4315.

**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 Client's Board of Commissioners, Executive Director, or designee, within their delegated authority, are the only authorized Client representatives who may at any time, by written order, make any alterations within the general scope of this Agreement.

**5. INSPECTION OF SERVICES.**

All performances under this Agreement shall be subject to inspection by Client. Consultant shall provide adequate cooperation to Client representatives 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, Client 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 Client. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, Client 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 Contract Price to reflect the reduced value of the services performed or products provided. Client may also terminate this Agreement for default and charge to Consultant any costs incurred by Client 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 an Client 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 Client 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 Client. 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 Client's 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. There shall be no employer-employee relationship between the parties; and Consultant shall hold Client harmless from any and all claims that may be made against Client 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 Client merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

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.

**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 and hold Client harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Consultant.

**9. NON-DISCRIMINATION.**

Consistent with Client's policy that harassment and discrimination are unacceptable conduct and will not be tolerated, Consultant shall not discriminate in the provision of services, 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. §1210 et seq.) and all other applicable laws or regulations. Consultant agrees that any and all violations of this provision shall constitute a breach of this Agreement.

**10. INDEMNIFICATION/HOLD HARMLESS.**

10.1 Consultant shall indemnify and hold harmless Client, its affiliates, its 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 liability whatsoever, based or asserted upon any act, omission, or services of Consultant, its officers, employees, subcontractors,

independent contractors, agents or representatives to the extent caused by the negligent performance of this Agreement, including but not limited to property damage, bodily injury, or death (Client employees included), or any other element of damage of any kind or nature whatsoever, relating to or in any way connected with or arising from the negligent performance of Consultant, its officers, employees, subcontractors, independent contractors, agents or representatives from this Agreement. Consultant shall defend, at its sole expense, all costs and fees including, but not limited to, 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. With respect to Consultant's obligations under this Section 10.1, for professional services rendered by Consultant pursuant to this Agreement, Consultant's liability shall not exceed the policy limits required by Section 11 for Professional Liability (Errors and Omissions) insurance, regardless of the legal theory under which such liability is imposed.

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 Client; 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 Client the appropriate form of dismissal relieving Client 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 and hold harmless the Indemnitees herein from third party claims.

10.4 Client does not, and shall not, waive any rights that it may possess against Consultant because of acceptance by Client, or the deposit with Client, 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. The indemnity obligations of Consultant contained in this Agreement shall survive the termination and expiration of this Agreement.

## 11. **INSURANCE**

Without limiting or diminishing the Consultant's obligation to indemnify or hold the Client harmless, Consultant shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. 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 Appendix C.

### A. **WAIVER OF SUBROGATION:**

Consultant hereby grants to Client a waiver of any right to subrogation which any insurer of said Consultant may acquire against Client by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be

necessary to affect this waiver of subrogation, but this provision applies regardless of whether Client has received a waiver of subrogation endorsement from the Insurer.

**B. 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.

**C. 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.

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

Consultant agrees to notify Client 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.

**12. CONFLICT OF INTEREST.**

No employee, agent, contractor, officer or official of Client 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 Client of all Consultant's interests, if any, which are or may be perceived as incompatible with the Client'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 Client employees.

In order to carry out the purposes of this section, 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 section.

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 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.

**14. 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.

**15. PERMITS AND LICENSES.**

Consultant shall comply with all State 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 Client, 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 Exhibit A, and that service(s) will be performed by properly trained and licensed staff.

**16. REPORTS.**

Upon full payment of undisputed amounts, 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.

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 projects as appropriate.

Consultant shall, at such time and in such form as Client 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 Client.

**17. 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; 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 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 Client shall be addressed to Client at:

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:

ENGEO  
2010 Crow Canyon Place, Suite 250  
San Ramon, CA 94583  
Attention: Mark Gilbert, Principal

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

Consultant agrees and acknowledges that smoking, drinking alcoholic beverages, and listening to radios is prohibited at any Client 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.**

Client 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 Client'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 Exhibit A.

20.1 Discontinuance of Services. Upon termination, Consultant shall, unless otherwise directed by the notice, discontinue all services, and deliver to the Client 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 Client, then Client shall compensate Consultant for services satisfactorily provided through the date of termination. Consultant shall provide documentation deemed adequate by Client to show the services actually completed by Consultant prior to the date of termination, no later than 30 days after 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 two (2) 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. 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 Client. In such case, Client may take over the work and prosecute the same to completion by contract or otherwise. Further, Consultant shall be liable to Client for any reasonable additional costs incurred by Client to revise work for which Client has compensated Consultant under this Agreement, but which Client has determined in its sole discretion needs to be revised in part or whole to complete the project. Prior to discontinuance of services, Client 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, Client may propose an adjustment to the terms and conditions of the Agreement, including the contract price. 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 Client 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 willful or material 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 Client. 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.

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 Client for nonconformance with the terms of the Agreement, Consultant shall promptly refund the disallowed amount to Client on request; or at its option Client 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 Client to do otherwise. This prohibition includes, but is not limited to, posting any information as to this Agreement and Consultant's relationship with Client on Facebook, Twitter, LinkedIn, Yelp, Instagram and any other social media.

28. **CONFIDENTIALITY.**

28.1. **Definition.** Consultant shall observe all Federal, State and Client regulations concerning confidentiality of records. Consultant shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: any information or data obtained by Consultant relating to Client 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; Client information or data which is not subject to public disclosure; Client 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 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. 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 Client of any unauthorized use or disclosure of Confidential Information. For agreements involving information technology or access to agency data, the consultant shall be expected to use the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the agency's information, as it uses to protect its own, including standard anti-virus/malware deployment.

**28.3. Exclusions from Nondisclosure and Nonuse Obligations.** The obligations under 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 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.

**29. WAIVER.**

Any waiver by Client 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 Client 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 Client 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 Client President (or designee) shall administer this Agreement on behalf of Client and may issue all consents, approvals, directives, and agreements on behalf of Client 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, and local laws and regulations. The Consultant will comply with all applicable Client 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 Client 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 Client 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 Client relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which Client shall require.

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

33. **ADDITIONAL FEDERAL REQUIREMENTS.**

Whereas the work or services herein may be subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant program (24 CFR Part 570) and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200). 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, upgrading, 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 Client 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 Client 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 CLIENT OFFICIALS AND EMPLOYEES.**

No member, official employee or consultant of Client shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by Client 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.**

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. **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

- ii. Exhibit B – Fee Schedule
- iii. Exhibit C – Insurance Requirements for Consultants
- iv. Exhibit D – N/A
- v. Exhibit F – N/A
- vi. Exhibit E – Form HUD-5370-C (01/2014), General Conditions for Non-Construction Contracts.

[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"**

**ENGEO INCORPORATED**, a California Corporation

By: \_\_\_\_\_

Name: Shawn Munger

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**

*(See Attached)*



## REQUEST FOR CHANGE ORDER

**TO:** Mr. Tony Weng  
Housing Authority of the City of Alameda  
701 Atlantic Avenue  
Alameda, CA 94501

**DATE:** November 25, 2024

**ENGEO PROJECT NO. AND PHASE:**  
19799.000.001 Phase 001  
19799.000.002 Phase 002 and 010  
19799.000.003 Phases 001, 002, and 008

**ENGEO Contact:** Lydia Kelley and Jenna Keith

**PROJECT NAME:** North Housing, Block A

**ORIGINAL CONTRACT NO.:** Consultant Services Contract (ENGEO Project No. 19799.000.001)  
**ORIGINAL CONTRACT DATE:** December 1, 2021

### Prevailing Wage Compliance:

We understand that the project is subject to prevailing wage requirements. To come into conformance with the prevailing wage requirements we will need to prepare certified payroll documents back to October 2023, provide additional compensation as necessary, and complete any additional paperwork as required by the city, county, or public funding agency.

ENGEO PROJECT NO. AND PHASE	SCOPE	BUDGET ESTIMATE
19799.000.001 Phase 001	Prevailing Wage Surcharge for Alameda Housing Project Task 1	
	H1 Drilling Company Prevailing Wage Compliance	\$7,531
	ConeTec Prevailing Wage Compliance	\$1,104
19799.000.002 Phase 002	Prevailing Wage Surcharge for Alameda Housing Project Task 5	
	PeneCore Drilling Prevailing Wage Compliance	\$1,500
19799.000.003 Phase 001	Prevailing Wage Surcharge for Alameda Housing Project Task 6	\$8,799
	Prevailing Wage Surcharge for Alameda Housing Project Task 9	\$504
19799.000.003 Phase 002	Prevailing Wage Surcharge for Alameda Housing Project Task 10	\$2,331
	Certified Payroll Reports (15 hours of Project Assistant)	\$2,250
19799.000.003 Phase 008	Prevailing Wage Paperwork	\$4,500
	(Estimate 20 hours of Project Assistant and 6 hours of Project Engineer)	
<b>TOTAL</b>		<b>\$28,519</b>

### Project No. 19799.000.003 Phase 002: Remaining Testing and Observation Services:

We were provided with three schedules by J.H. Fitzmaurice, Inc (JHF) which indicate that construction of on-site and off-site utilities and improvements associated with the North Housing Block A project will continue until October 2025. These schedules include:

- North Housing Block A Off-site Construction Summary and Delay Log prepared by JHF on October 25, 2024
- North Housing PSH1 "The Estuary I" Construction Summary and Delay Log prepared by JHF on October 25, 2024
- North Housing Block A Linnet Court (Senior Housing) Construction Overall Schedule prepared by JHF on October 24, 2024

During the month of October 2024, we performed full-time and overtime testing and observation associated with the backfill of the EBMUD waterline. At the time of our last Request for Change Order (RFCO), we did not anticipate full-time or overtime work, or work subject to prevailing wage. In preparation of this RFCO, we reviewed the schedules referenced above and discussed ongoing services with JHF on November 8, 2024. We recommend the following scope of work for completion of the Block A on- and off-site construction.

- Part-time testing and observation during waterline tie-in.
- Part-time testing and observation during off-site paving and sidewalk construction including testing and observation of aggregate base, and asphalt concrete placement.
- Part-time testing and observation during parking lot and sidewalk construction, including testing and observation of subgrade, aggregate base, and asphalt concrete placement, **as requested**.
- Laboratory testing to support field services on an as-needed basis, including compaction curves, import acceptance testing, plasticity index and gradation testing, and other miscellaneous testing.

The following tasks are remaining, but we have sufficient existing budget for these tasks.

- As-needed engineering consultation, meeting attendance, and response to RFIs and submittals.
- Final conformance report for permit closeout. This report will summarize our testing and observation services during site improvements, utilities construction, and any earthwork that has not been included in our previous conformance reports.

SCOPE	BUDGET ESTIMATE
Testing and Observation during on-site and off-site construction (Estimate 61 part-time visits and 5 full-time visits)	\$60,000
TOTAL	\$60,000

**Project No. 19799.000.002 Phase 010: Remaining Environmental Consultation Services:**

As discussed in the attached proposal, we proposed to provide stockpile profiling services for the disposal of the 18,000-cupid-yard stockpile. Depending on the landfill selected for disposal, these services are expected to be between **\$9,300 to \$13,000**.

**Assumptions and Exclusions:**

Our estimates within this RFCO are based on our understanding of the estimated project schedule and our experience with similar projects. We will undertake the scope of work described above on a time-and-expense basis in accordance with our current fee schedule. For added construction duration, time, or number of visits exceeding the above estimates, our services will be charged on a time-and-expense basis in accordance with our current fee schedule.

If you are in agreement with the scope of services and fees outlined in this request, please forward a change order to the above-referenced original contract as authorization for us to proceed. All other terms and conditions of the original contract shall remain in effect.

ENGEO INCORPORATED

BY:\_\_\_\_\_

PRINTED NAME:\_\_\_\_\_ Jeff Fippin

TITLE:\_\_\_\_\_ Principal

DATE:\_\_\_\_\_ November 25, 2024

jh/jaf/ca

Attachment: Proposal for Stockpile Profiling Services

## LIMITATIONS

ENGEO's liability for damage due to professional negligence, acts, errors, omissions, breach of contract and consequential damages will be limited by Client to an amount not to exceed an aggregate limit of fifty thousand dollars or ENGEO's fee, whichever is greater, regardless of the legal theory under which such liability is imposed.

## PROFESSIONAL SERVICES AGREEMENT


If the above scope of services and fee are acceptable, please issue a change order to the existing contract as our authorization to proceed. Our services are unable to commence without prior receipt of an authorized agreement.

We look forward to serving you on this project. If you have any questions or comments regarding this proposal, please call and we will be glad to discuss them with you.

Sincerely,

ENGEO Incorporated

  
Jenna Keith, PE  
Project Engineer

  
Shawn Munger, CHG  
Principal

jk/np/sm/ca

Attachment: Request for Change Order

**EXHIBIT B**  
**FEE SCHEDULE**

The below table summarizes the division of scope and fees among the trifurcated contracts. The total fee for the Project under the Agreement is \$174,386.33, which includes a credit of \$136,636.61 for work completed and a balance of \$37,749.72 for outstanding scope of work.

	The Estuary I	The Estuary II	Linnet Corner	Total Block A
Trifurcated Contracts	\$145,000	\$145,000	\$145,000	\$435,000
Prevailing Wage	\$9,386.33	\$9,386.33	\$9,386.34	\$28,159
Additional Testing & Observation	\$20,000	\$20,000	\$20,000	\$60,000
<b>Total Budget</b>	<b>\$174,386.33</b>	<b>\$174,386.33</b>	<b>\$174,386.34</b>	<b>\$523,159</b>
<i>Previously Credited</i>	\$(136,636.61)	\$(136,636.61)	\$(136,636.61)	\$(409,909.83)
<i>Balance Remaining</i>	<b>\$37,749.72</b>	<b>\$37,749.72</b>	<b>\$37,749.73</b>	<b>\$113,249.17</b>

**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 CLIENT data subject to privacy regulations under Federal or state law, including but not limited to PII, PCI, and PHI, providing software, or accessing CLIENT 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 the CLIENT in the care, custody, or control of the Consultant. If not covered under the Consultant's liability policy, such "property coverage of the CLIENT 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 the CLIENT 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, CLIENT requires and shall be entitled to the broader coverage and/or the higher limits maintained by the consultant. 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.

#### **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, (CLIENT), 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 CLIENT, its officers, officials, Board of Commissioners, employees, and volunteers. Any insurance or self-insurance maintained by CLIENT, its officers, officials, employees, or volunteers 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 CLIENT.
- **Self-Insured Retentions:** Self-insured retentions must be declared and approved by CLIENT. CLIENT 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 CLIENT.
- **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 CLIENT.
- **Verification of Coverage:** Consultant shall furnish CLIENT 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. CLIENT 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 CLIENT 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:** CLIENT reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.