

## **CONSULTANT SERVICES CONTRACT**

**THIS CONSULTANT SERVICES CONTRACT** ("Agreement"), entered into this 15<sup>th</sup> day of December, 2025 ("Effective Date"), by and between Mabuhay and Lakehurst, L.P., a California limited partnership (hereinafter referred to as "MLLP"), and J.H. Fitzmaurice, Inc. a licensed general contractor whose address is 1466 66<sup>th</sup> Street, Emeryville, CA 94608 (hereinafter referred to as "Consultant"), is made with reference to the following:

### **RECITALS:**

A. MLLP is a limited partnership incorporated in the State of CA to provide affordable housing in the City of Alameda.

B. MLLP is authorized to make and execute contracts and other instruments necessary or convenient to exercise its powers.

C. MLLP has determined that it requires professional services for replacing the old 2x2 ceiling tiles with Armstrong Ultima 2x2, rerouting & painting the roof RWL over entrance canopy and connecting it to the existing downspout, rerouting & painting the terrace RWL on the north elevation per markups provided by HKIT, and installation of stainless-steel trellis cables at Linnet Corner courtyard.

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

E. 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.

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

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

#### **1. TERM.**

The term of this Agreement shall commence upon execution of the agreement and end upon completion of the specified work (Approximately February 2026, pending material fabrication and delivery date upon release of the order) 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 12 months (1 year 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 MLLP, (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 MLLP relies upon this representation. Consultant shall perform to the satisfaction of MLLP, and Consultant shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant further represents and warrants to MLLP 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 MLLP.

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 MLLP nor have any contractual relationship with MLLP.

2.5 Acceptance by MLLP 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 MLLP 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 MLLP to Consultant for the services provided herein shall not exceed ONE HUNDRED FIVE THOUSAND, SIX HUNDRED TWENTY-SIX DOLLARS AND THIRTY-SIX CENTS (\$105,626.36), including all expenses ("Contracted Amount"). MLLP shall not be responsible for any fees or costs incurred above or beyond the aforementioned Contracted Amount and MLLP shall have no obligation to purchase any specified amount of services or products, unless agreed to in writing by MLLP pursuant to Paragraph 4 below. Consultant shall invoice MLLP 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 MLLP by Consultant. MLLP 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 MLLP. 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 vendor portal.

Mabuhay and Lakehurst, L.P.

701 Atlantic Avenue

Alameda, CA 94501-2161

ATTN: Jocelyn Layte

(510) 747-4343

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 MLLP's Board of Commissioners, Executive Director, or designee, within their delegated authority, are the only authorized MLLP 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 MLLP. Consultant shall provide adequate cooperation to MLLP 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, MLLP 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 MLLP. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, MLLP 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. MLLP may also terminate this Agreement for default and charge to Consultant any costs incurred by MLLP 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 MLLP 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 MLLP 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 MLLP. 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 MLLP'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 MLLP harmless from any and all claims that may be made against MLLP 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 MLLP merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

MLLP 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 MLLP 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 MLLP'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. S1210 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 MLLP, 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 arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death (MLLP 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 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.

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 MLLP; 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 MLLP the appropriate form of dismissal relieving MLLP 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 MLLP does not, and shall not, waive any rights that it may possess against Consultant because of acceptance by MLLP, or the deposit with MLLP, 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 MLLP 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 MLLP 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 MLLP a waiver of any right to subrogation which any insurer of said Consultant may acquire against MLLP 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 MLLP 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, MLLP 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 MLLP 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 MLLP 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 MLLP 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 MLLP of all Consultant's interests, if any, which are or may be perceived as incompatible with the MLLP'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 MLLP 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 MLLP. 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 MLLP 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 MLLP 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 MLLP 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 MLLP, 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.**

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 MLLP. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to MLLP 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 MLLP, and all publication rights are reserved to MLLP.

All Reports prepared by Consultant may be used by MLLP 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 MLLP projects as appropriate.

Consultant shall, at such time and in such form as MLLP 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 MLLP

17. **RECORDS.**

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by MLLP 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 MLLP or its designees to such books and records at proper times; and gives MLLP 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 MLLP shall be addressed to MLLP at:



Mabuhay and Lakehurst, L.P.  
701 Atlantic Avenue  
ALAMEDA CA 94501-2161  
Attention: Vanessa Cooper, President

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

Mohammed Hakimi  
J.H. Fitzmaurice, Inc.  
1466 66<sup>th</sup> Street,  
Emeryville, CA 94608

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

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

MLLP 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 MLLP'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 MLLP 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 MLLP, then MLLP shall compensate Consultant for services satisfactorily provided through the date of termination. Consultant shall provide documentation deemed adequate by MLLP 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 MLLP of written notice of default, specifying the nature of such default and the steps necessary to cure such default, MLLP 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 MLLP. In such case, MLLP may take over the work and prosecute the same to completion by contract or otherwise. Further, Consultant shall be liable to MLLP for any reasonable additional costs incurred by MLLP to revise work for which MLLP has compensated Consultant under this Agreement, but which MLLP has determined in its sole discretion needs to be revised in part or whole to complete the project. Prior to discontinuance of services, MLLP 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, MLLP 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 MLLP 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 MLLP. In the event that the Consultant encounters a potential conflict between state, federal or local law, Consultant shall inform MLLP and MLLP 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 MLLP for nonconformance with the terms of the Agreement, Consultant shall promptly refund the disallowed amount to MLLP on request; or at its option MLLP 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 MLLP to do otherwise. This prohibition includes, but is not limited to, posting any information as to this Agreement and Consultant's relationship with MLLP on Facebook, Twitter, LinkedIn, Yelp, Instagram and any other social media.

28. **CONFIDENTIALITY.**

28.1. **Definition.** Consultant shall observe all Federal, State and MLLP 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 MLLP clients and tenants and any opinions and conclusions based upon such information, unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; MLLP information or data which is not subject to public disclosure; MLLP 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 MLLP nor have any contractual relationship with MLLP. 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 MLLP 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 MLLP. At MLLP's request and no later than five (5) business days after such request, Consultant shall promptly destroy or deliver to MLLP, at MLLP'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 MLLP 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 MLLP 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 MLLP 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 MLLP Executive Director (or designee) shall administer this Agreement on behalf of MLLP and may issue all consents, approvals, directives, and agreements on behalf of MLLP 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 MLLP 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 MLLP 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 MLLP 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 MLLP relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which MLLP 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, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in a conspicuous place, available to employees and applicants for employment, notices to be provided by MLLP 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 MLLP 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 MLLP OFFICIALS AND EMPLOYEES.**

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

[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.


J.H. Fitzmaurice, Inc.,  
A California Corporation

MABUHAY AND LAKEHURST, L.P.,  
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

Signed by:

  
14436BCCDB19442...

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Mohammed Hakimi  
CEO / President

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Vanessa Cooper  
President of Island City Development

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

See Attached – Exhibit A Scope of Services

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

**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.
- **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 MLLP data subject to privacy regulations under Federal or state law, including but not limited to PII, PCI, and PHI, providing software, or accessing MLLP information technology systems.

If the consultant maintains broader coverage and/or higher limits than the minimums shown above, MLLP requires and shall be entitled to the broader coverage and/or the higher limits maintained by the consultant. The insurance limits required by MLLP 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, (MLLP), 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 MLLP, its officers, officials, Board of Commissioners, employees, and volunteers. Any insurance or self-insurance maintained by MLLP, 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 MLLP.
- **Self-Insured Retentions:** Self-insured retentions must be declared and approved by MLLP. MLLP 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 MLLP.
- **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 MLLP.
- **Verification of Coverage:** Consultant shall furnish MLLP 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. MLLP 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 MLLP 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:** MLLP reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.

## EXHIBIT A

### SCOPE OF SERVICES

**North Housing Block A, Linnet Corner**  
**Acoustic Ceiling Tile Replacement, RWL Reroute, and Trellis Cables**  
2000 Lakehurst Avenue  
Alameda CA

Scope of services are as follows:

**Atlantis Interiors Inc** to provide all labor, material, and equipment to replace old acoustic ceiling tiles with Armstrong Ultima 2x2 at offices 1125, 1130, 1130A, and 1130B only.

**Eagle Sheet Metal** to provide all labor, material, and equipment to reroute the roof RWL over the entrance canopy and connect it to the existing downspout and reroute the terrace RWL on north elevation shown on the sketch provided by HKIT.

**Basco Drywall & Painting** is to provide all labor, material, and equipment to paint the added RWL to match adjacent colors.

**Green Growth Industries** is to provide all labor, material, and equipment for furnishing and installation of trellis cables at arbor in front of Linnet Corner.

**\*\*\*Additional services** as requested in writing by the owner to consultant. This will be work the owner requests in writing only to the Consultant. A proposal of cost and scope of work must be submitted by the Consultant to the owner, approved and signed by ownership, and counter signed by Consultant prior to any initiation of work or accrued costs.

\*All work to be executed during regular working hours.

\*An accessible indoor storage shall be provided by the owner.

\*Scope of work excludes all costs associated with permits and inspection.

\*Removal and replacement of furniture in the rooms are excluded.

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

<b>C-file - Service</b>	<b>Fee</b>
C - 1 - Acoustic Ceiling Tile	\$29,806.73
C - 2 - Reroute RWL & Install SS Cables at Courtyard Trellis	\$15,819.63
Additional Services***	\$60,000.00
<b>Total</b>	<b>\$105,626.36</b>

\*\*\*See Exhibit A - Scope of Services

J.H. Fitzmaurice, Inc.

C - 1

Project: North Housing Block A "Senior Extra Work"

SUPPORTING DOCUMENTATION FOR COST PROPOSAL SUMMARY

JHF Project # 25877  
Date: 12/01/2025

	ITEM	QUANTITY	LABOR	MAT	SUB & EQUIPT	LABOR	MAT	SUB & EQUIPT	TOTAL
1	Atlantis Interiors: Per owner's request, remove existing ceiling tiles at 1st floor offices - 1125, 1130, 1130A, 1130A Closet, 1130B and replace with new Armstrong Ultima 2x2 tegular ceiling panels.								
2	Crockett Electric: Remove all electrical devices, fixtures, smoke detectors and replace once new tile is replaced at rooms 1130, 1130B.								

1	<b><u>Atlantis Interiors</u></b>																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
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Proposal Clarifications & Terms

- 1 No funds are included for any work or materials not specifically mentioned above
- 2 This Quotation is based solely on the usual cost elements such as labor, material and normal markups and does not include any amount for changes in the sequence of work, delays, disruptions, rescheduling, extended overhead, acceleration and/or impact costs, and the right is expressly reserved to make claim for any and all of these and related items of cost prior to any final settlement of this Contract.
- 3 The changes quoted herein may impact the project schedule. In the event that the changes have an affect on the schedule resulting in the need for additional time or cause additional expenses, such time extension and/or additional expenses will be requested when they can be determined.

Approved by: Mabuhay and Lakehurst LP

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

Owner's Authorized Agent

Date: \_\_\_\_\_

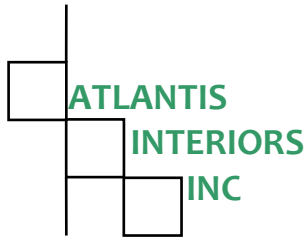
HKIT Arcitects

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

Project Architect Representative

Date: \_\_\_\_\_





November 25, 2025

J H Fitzmaurice, Inc.  
2857 Hannah Street  
Oakland, CA 94608

Attention: Bashir Valizade

Re: North Housing – Senior

**REQUEST FOR POSSIBLE CHANGE ORDER #5**

As requested, we are providing the following pricing for proposed modified scope, per our revised proposal letter dated 11/19/25.

Remove existing ceiling panels and install all new Armstrong Ultima High NRC .85 2x2 tegular ceiling panels at Offices: 1125, 1130, 1130A, 1130A Closet, and 1130B.

Allow for two-week lead time.

Add: \$13,323.00

Breakdown: \$5,744.00 Materials  
\$5,841.00 Labor  
\$1,738.00 Administrative

**Total Request for Change Order: \$13,323.00**

Please call me at (415) 332-6500 if you have any further questions about our request.

Sincerely,  
Dan Watson

# CHANGE ORDER REQUEST

**CROCKETT ELECTRIC CO**

3440 Pacheco Blvd  
Martinez, CA 94553

**CCN #** 29  
**Date:** 11/25/2025  
**Project Name:** North Housing Senior Phase  
**Project Number:** North Housing Senior Phase  
**Page Number:** 1

**JH Fitzmaurice**  
Contact: Bashir Valizade  
2857 Hannah Street  
Oakland, CA 94608

**Work Description**

**Per Bashir:**  
Ceiling tiles to be replaced in the following offices:  
1125, 1130, 1130A, 1130B.  
Remove all electrical devices, fixtures, smoke detectors and replace once new tile is replaced.

- Scope of Work**
- Remove and reinstall fire alarm horn/strobe in Office 1130
  - Remove and reinstall camera in Office 1130
  - Remove and reinstall fire alarm horn/strobe in Office 1130B

- Clarifications**
- All work to be performed in a single trip.
  - New ceiling tiles must be on site when AECO arrives.

**Qualifications:**  
All ceiling tiles to be cut by others.  
All work to be done in one trip

We reserve the right to correct this quote for errors and omissions.

**Itemized Breakdown**

Description	Qty	Net Price U	Total Mat.	Labor U	Total Hrs.
Remove and replace devices and fixtures	1	0.00 E	0.00	8.00 E	8.00
<b>Totals</b>	<b>1</b>		<b>0.00</b>		<b>8.00</b>

**Summary**

ORIGINAL

CHANGE ORDER REQUEST

JH Fitzmaurice  
2857 Hannah Street  
Oakland, CA 94608

CCN # 29  
Date: 11/25/2025  
Project Name: North Housing Senior Phase  
Project Number: North Housing Senior Phase  
Page Number: 2

Summary (Cont'd)		
JOURNEYMAN	(8.00 Hrs @ \$157.88)	1,263.04
Markup	(@ 15.000 %)	189.46
Subtotal		1,452.50
AECO	(\$430.00 + 0.000 % + 0.000 % + 15.000 %)	494.50
Subtotal		1,947.00
Final Amount		\$1,947.00

**From:** [Bashir Valizade](#)  
**To:** [Jeremy Mears](#)  
**Cc:** [Kyan Hakimi](#); [Adel Moghaddas](#); [Ali Masoumi](#)  
**Subject:** NHBA - PSHI and Senior Offices Acoustic Ceiling Tile Replacement  
**Date:** Thursday, November 20, 2025 2:57:36 PM  
**Attachments:** [image002.png](#)

---

Hi Jeremy,

Ownership is planning to replace the ceiling tiles at below office in Senior and PSHI. Could you please provide me separate cost proposals for PSHI and Senior for the electrical trims, smoke detectors, lighting fixtures, exit lights etc. reinstallation. Ceiling tile sub will do the cut outs.

2. Work at Phase 1 Building at Offices 1230A, 1320B, 1410, 1420, 1440, 1450, 1470, and 1480 only.
3. Work at Senior Building at Offices 1125, 1130, 1130A, and 1130B only.

Let me know if you have any questions.

Thanks,

Bashir A Valizade  
Assistant Project Manager  
J.H. Fitzmaurice, Inc.  
1466 66<sup>th</sup> St, Emeryville CA. 94608  
cell – 510-650-6855 [bashir@jhfoak.com](mailto:bashir@jhfoak.com)

**JHF Project #** 25877  
**Date:** 12/01/2025

<b>Proposal Clarifications &amp; Terms</b>			Gen Markup	15.00%	\$ 2,039.49
1 No funds are included for any work or materials not specifically mentioned above					
2 This Quotation is based solely on the usual cost elements such as labor, material and normal markups and does not include any amount for changes in the sequence of work, delays, disruptions, rescheduling, extended overhead, acceleration and/or impact costs, and the right is expressly reserved to make claim for any and all of these and related items of cost prior to any final settlement of this Contract.			Subtotal		\$ 15,636.08
			Insurance	1.35%	\$ 183.55
			Subtotal		\$ 15,819.63
			BOND	0.00%	\$ -
			<b>Total</b>		<b>\$ 15,819.63</b>

**Approved by: Mabuhay and Lakehurst LP**

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

Owner's Authorized Agent

Date: \_\_\_\_\_

**HKIT Architects**

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

**Project Architect Representative**

Date: \_\_\_\_\_

**724 Lincoln Rd E.**  
**Vallejo, CA 94590**  
**Tel :510) 772-3613**  
**Fax :510) 799-9563**

THE ABOVE PRICES AND SPECIFICATIONS OF THIS  
CHANGES ARE SATISFACTORY AND ARE HEREBY ACCEPTED.  
ALL WORK TO BE PERFORMED UNDER SAME TERMS AND  
CONDITIONS AS SPECIFIED IN ORIGINAL CONTRACT UNLESS  
OTHERWISE STIPULATED.



# **EAGLE SHEET METAL**

**724 Lincoln Rd E.**  
**Vallejo, CA 94590**  
**Tel :510) 772-3613**  
**Fax :510) 799-9563**

## **EXTRA WORK AUTHORIZATION/CHANGE ORDER**

Date:11/23/2025

TO: JH.Fitzmaurice, Inc.

Project: North Housing Block A. ( Senior )

NAME \_\_Victor Garcia\_\_HR\_\_\_\_\_JOB PERFORMED\_\_\_\_\_  
 Re-route a existing downspout at the Terrace RWL on the north side for the green line option to take the RWL at the higher point.

_Material		\$ 250.00.
Fabrication	4. hrs. @95.00	\$ 380 .00
Installation	6 hrs @95	\$ 570.00
Labor Burden	35%	\$ 332.50
Profit 10%		\$ 153.25
		Total Price \$ 1,685.75

NOTE: This Change (s) becomes part of in conformance with the existing contract.

WE AGREE hereby to make the change(s) specifed above at this Price:

BY:

Authorized Signature\_\_\_\_\_Date\_\_\_\_\_ACCEPTED

THE ABOVE PRICES AND SPECIFICATIONS OF THIS  
 CHANGES ARE SATISFACTORY AND ARE HEREBY ACCEPTED.  
 ALL WORK TO BE PERFORMED UNDER SAME TERMS AND  
 CONDITIONS AS SPECIFIED IN ORIGINAL CONTRACT UNLESS  
 OTHERWISE STIPULATED.



# Basco Drywall & Painting Co.

829 Estabrook Street • San Leandro, California 94577 • Phone (510) 357-3818 Fax (510) 483-6759

www.bascodrywallandpainting.com

## **COST BREAKDOWN FORM FOR CONTRACT MODIFICATION**

### **Subcontractor:**

Company Name: Basco Drywall & Painting Co.  
Contact: Chris Nelson  
Address: 829 Estabrook Street  
City, State Zip: San Leandro, CA 94577  
Telephone: 510-357-3818  
Fax: 510-483-6759

### **Project:**

JH Fitzmaurice, Inc.  
North Housing Block A Senior  
500 Mosley Avenue  
Alameda, CA 94501  
Basco Job # 24-13  
Date: November 21, 2025  
Tag #  
RFI #  
COR# 15

**Description of work: SENIOR. Option 1- Painting of added RWL and accessories to match adjacent building colors at Terrace. Touch up existing wall as necessary. As described in email 11-20 green line high.**

LABOR					
NAME / CLASSIFICATION	HOURS	UOM	RATE	TOTAL	
Carpenter Journeyman		hrs	\$ 115.00	\$	-
Taper Journeyman		hrs	\$ 110.00	\$	-
				\$	-
Painter Journeyman	8	hrs	\$ 107.30	\$	858.40
Painter Journeyman (Premium Time)		hrs	\$ 61.93	\$	-
Painter Foreman		hrs	\$ 124.30	\$	-
				\$	-
Laborer		hrs	\$ 77.39	\$	-
Laborer (Premium Time)		hrs	\$ 57.24	\$	-
<b>Labor Subtotal:</b>				\$	858.40
Materials - itemized	Quan.	Unit	Unit Price	Extension	
Exterior Paint	1	ls	\$ 50.00	\$	50.00
<b>Materials Subtotal:</b>				\$	50.00

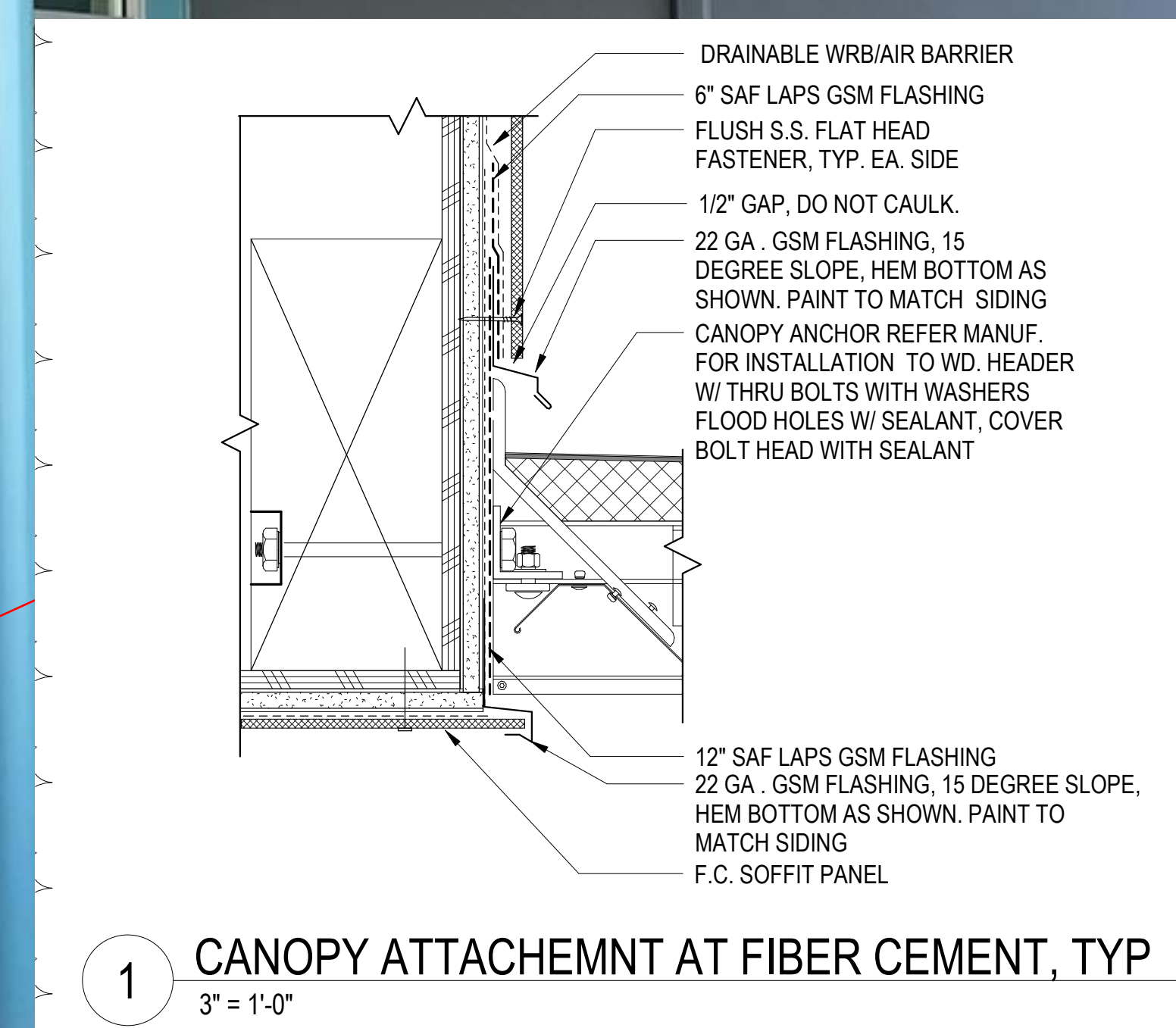
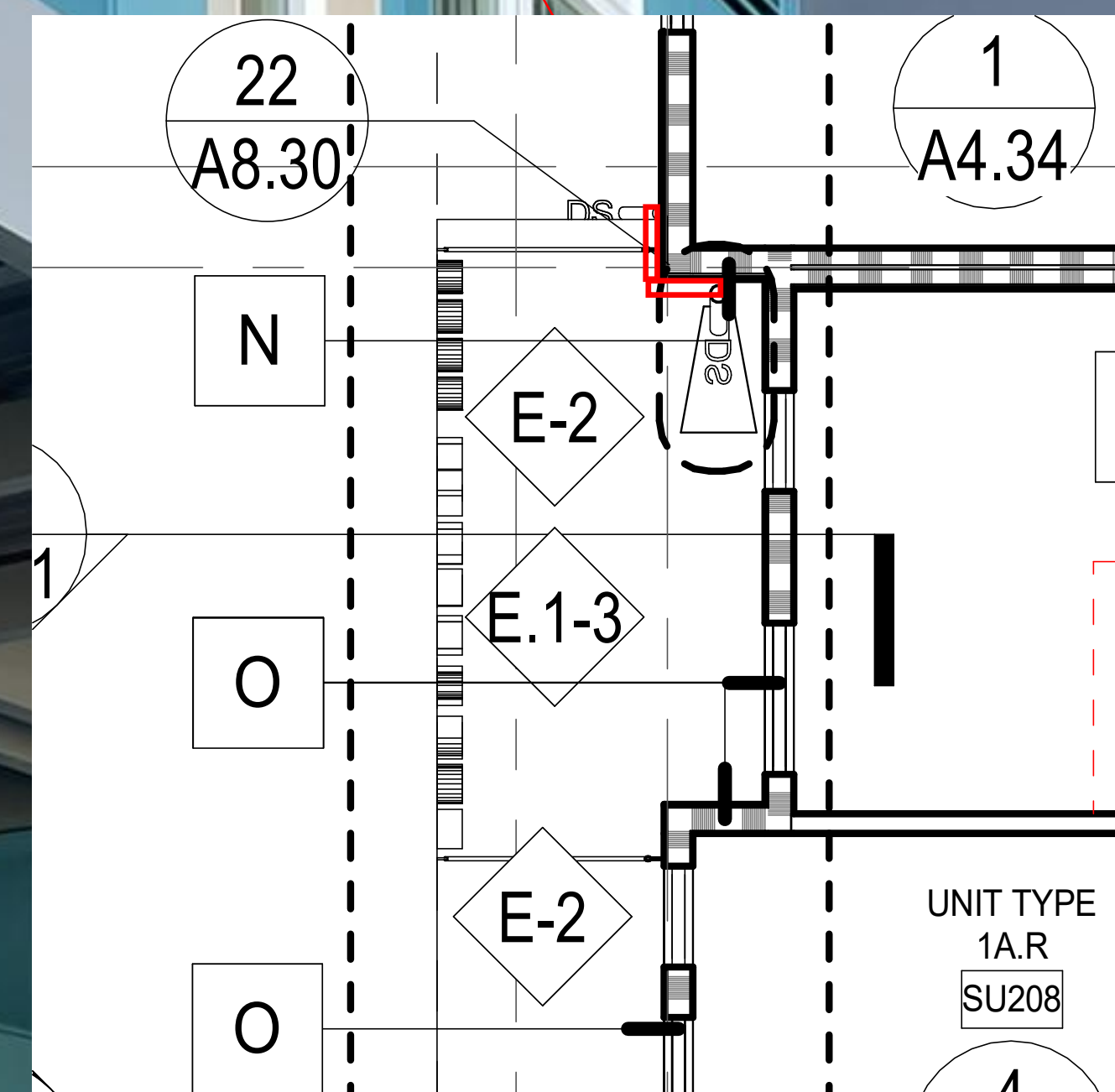
### **Summary:**

TOTAL COSTS	
1. LABOR COSTS	\$ 858.40
2. 10.00% Overhead of Line 1	\$ 85.84
3. 5.00% Profit of Line 1	\$ 42.92
4. ADD Lines 1,2 & 3	\$ 987.16
5. TOTAL MATERIAL COSTS	\$ 50.00
6. 10.75% tax of Line 5	\$ 5.38
7. 10.00% Overhead of Line 5 & 6	\$ 5.00
8. 5.00% Profit of Line 5 & 6	\$ 2.50
9. ADD Lines 5, 6, 7 & 8	\$ 62.88
<b>TOTAL COST OF REVISED SCOPE</b>	<b>\$ 1,050.04</b>



NEW ROUTE FOR ROOF  
RWL WITH Y TIE IN TO  
EXISTING DOWNSPOUT.

NEW ROUTE FOR ROOF  
RWL WITH Y TIE IN TO  
EXISTING DOWNSPOUT.



JHF TO VERIFY CANOPY  
ATTACHMENT IS  
INSTALLED AS PER  
DETAIL IN ADDENDUM A,  
1/A8.22 SHOWING  
FLASHING OVER AND  
BEHIND CANOPY  
ATTACHMENT & SAF AS  
SHOWN IS INSTALLED.



PROVIDE  
DOWNSPOUT TO  
STORM DRAIN  
BASIN WITH SLOPE  
EQUAL TO 1/4" PER  
12" MIN.





Date \_\_\_\_\_

GREEN GROWTH INDUSTRIES INC.

REQUEST FOR INFORMATION	
RFI #: 9	SUBMITTED TO: J.H Fitzmaurice
DATE: October 15, 2025	
NEEDED BY: Immediately	SUBMITTED BY: Adrian Combs Green Growth Industries
PROJECT: North Housing Senior	
GGI PROJECT #: 61024	
SPEC SECTION: 32 90 00	
RFI DESCRIPTION	
Please provide direction on how to attach vines at the trellis in front of the Senior building. See photos attached.	
RESPONSE TO RFI	
Eli Monroe, MIG PGA, 10/20/2025 - Please see attachment on 3rd page for recommended support. We recommend 4x stainless steel wire rope looped around top beam of pergola, affixed with ferrule at top and staked into planter at base. Use black plastic-coated flexible garden wire ties to attach vine to wire rope.	
RESPONSE BY: Eli Monroe	DATE: 10/20/2025







Loop over and secure end with ferrule

Stainless steel wire rope, 1 per planter pot

Secure vine to stainless steel wire rope every ~12" with with black rubber coated flexible garden wire ties. Ensure some room (approximately 2 fingers diameter) for movement/growth

Create loop with ferrule and secure in soil with heavy duty 12 inch irrigation staples. Cover with mulch.

If possible with irrigation, move pot closer to post

