



**ISLAND CITY DEVELOPMENT  
AMENDED AGENDA  
[pursuant to Board Approval on November 19, 2025  
and Item 6C]**

**REGULAR MEETING OF ISLAND CITY DEVELOPMENT**

**AGENDA**

**DATE & TIME**      **Wednesday, March 19, 2025 - 6:15 PM**

**LOCATION**

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

**PUBLIC PARTICIPATION**

Public access to this meeting is available as follows:

To Attend In-Person -

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

To Join Zoom Meeting -

<https://us06web.zoom.us/j/82617583123?pwd=BM3TenEVxEayocip8V0NHIZ9Qi0nYb.1>

Meeting ID: 826 1758 3123

Passcode: 406791

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. CLOSED SESSION
- 4.A. **Conference with Real Property Negotiations**  
(Government Code § 54956.8)  
**Property:** 500-520 Mosely and 2000 Lakehurst Circle, and remainder, Alameda, CA 94501, APN 074-0905-012-09, Portion of 074-0905-010-12 and Portion 074-0905-010-03, 074-1384-1, 174-1384-2, 074-1384-4, 074-1384-5  
**Agency Negotiation:** Vanessa Cooper, Executive Director, Sylvia Martinez, Director of Housing Development, Alison Torbitt (Nixon and Peabody - counsel)  
**Negotiating Parties:** Housing Authority of the City of Alameda  
**Under Negotiation:** Price and terms of payment.

***At the Board of Directors’ meeting on November 19, 2025, the Board approved a change to:***

*Revised Caption*

*3.A. Conference with Legal Counsel -Anticipated Litigation: Significant exposure to litigation pursuant to subdivision (d)(4) of Government Code Section 54956.9: One potential case*

5. CONSENT CALENDAR (Action)
  - A. Approve the Minutes of the Special Board of Directors Meeting held on February 19, 2025
  - 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. Adopt an Updated Fee Schedule for Third Party Real Estate Transactions.

6. NEW BUSINESS

- A. Accept Update on a Potential Change Order with J.H. Fitzmaurice Not to Exceed \$3,000,000 for North Housing Soil Offhaul Costs.
- B. Approve Amendment No. 1 to a Consultant Services Agreement Not to Exceed \$2,769,519.07 between the Housing Authority of the City of Alameda and Lakehurst and Mosley LP and Amendment No. 1 to a Consultant Services Agreement Not to Exceed \$6,639,696.14 between the Housing Authority of the City of Alameda and Mabuhay and Lakehurst LP, and Approve a Consultant Services Agreement Not to Exceed \$2,141,922.79 between the Housing Authority of the City of Alameda and Mosely and Mabuhay LP for North Housing Block A Master Development Work.

7. NON-AGENDA (Public Comment)

8. WRITTEN COMMUNICATIONS



9. ORAL COMMUNICATIONS – BOARD MEMBERS AND STAFF

10. ADJOURNMENT

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 



**Minutes – Draft until approved**

Island City Development  
Special Meeting, February 19, 2025  
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 5:47 PM. The following Board members were present: Director Vanessa Cooper, Director Alicia Southern, and Director Carly Grob; quorum established. Staff in attendance: Jasmine Polar, Paris Howze, Jocelyn Layte, Jenny Wong, Sarah Raskin, Steven Zhao, Sylvia Martinez, Shanon Lampkins, Louie So, Janet Lee, and Leon Ko.*

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. CLOSED SESSION – **Director Cooper announced that Closed Session will be moved to the March ICD Board of Directors Meeting.**

A. **Conference with Real Property Negotiations**

(Government Code § 54956.8)

**Property:** 2000 Lakehurst Circle, Alameda, CA 94501, APN 074-0905-012-09.

**Agency Negotiation:** Vanessa Cooper, Executive Director, Tonya Schuler-Cummins, Director of Data and Policy, Adrian Guerra, Legal Counsel

**Negotiating Parties:** Mabuhay and Lakehurst LP

**Under Negotiation:** Price and terms payment



5. CONSENT CALENDAR (Action)

- A. Approve the Minutes of the Special ICD Board Meeting on January 15, 2025.
- 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. Accept the Quarterly Development Report for The Estuary II
- F. Accept the Quarterly Development Report for The Poplar.
- G. Accept the Quarterly Overview Report for the Housing Development Department.
- H. Accept the Quarterly LIHTC Portfolio Asset Management Fiscal Year-to-Date Financial Report through December 31, 2024.
- I. Accept the Summary Memo on North Housing Predevelopment Funding.
- J. Approve Contract Amendment No.3 Not to Exceed \$170,032.33 with Gubb and Barshay for Linnet Corner, Approve Contract Amendment No.3 Not to Exceed \$160,032.34 with Gubb and Barshay for Estuary I, and Approve Contract Amendment No.3 Not to Exceed \$170,032.33 with Gubb and Barshay for Estuary II.

*Director Grob motioned to accept Consent Calendar items 5A-5J.  
Director Southern seconded. A call for all in favor, the motion passed.*

6. NEW BUSINESS

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

8. WRITTEN COMMUNICATIONS **NONE**

9. ORAL COMMUNICATIONS – BOARD MEMBERS AND STAFF **NONE**

10. ADJOURNMENT

*Director Cooper adjourned the meeting at 5:49 PM.*





# ISLAND CITY DEVELOPMENT

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

To: Board of Directors  
Island City Development

From: Jocelyn Layte, Acting Associate Project Manager

Date: March 19, 2025

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

## **BACKGROUND**

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

The Estuary I project is located at 500 Mosley Avenue. ICD is the developer. The project scope includes 45 new construction permanent supportive housing units for homeless or formerly homeless individuals or households, including one manager’s unit. Amenities include property management offices, social service coordination offices, a community room, a mail room, central laundry, central courtyard, and secure bike parking. J.H. Fitzmaurice, Inc. (JHF) initiated construction on January 30, 2024, and is scheduled to achieve completion on or before August 8, 2025.

Please see previous monthly Board Reports for project details prior to this month’s update.

## **DISCUSSION**

### **Construction**

The overall project completion and billing percentage, through February 24, 2025, is approximately 85%. All units, from the first to fourth floors, have their cabinetry, countertops, vanities, mirrors, blinds, and flooring installed, Package Terminal Air Conditioner (PTAC) units are receiving some final finishes. Interior work is moving to corridors and community spaces. The project received and had its electrical switchgear installed, which is a large milestone for the project. Currently, the switchgear is being connected to building systems. AHA staff are working collaboratively on Leasing, Marketing, Operations, and Services agreements as we near energization. Exterior work for landscaping and installation of concrete forms are moving toward completion after experiencing delays from the rain in February. The site is anticipating a pre-punch walk by late April. Closed Circuit Television (CCTV) cameras and the live guard, patrolling the site after hours and weekends, provide security at the site as JH Fitzmaurice (JHF) continues to make good construction progress. Currently, the project is on-track to complete on time.

This month’s construction activities include installation of vanity mirrors, plumbing finishes,



wire shelving, counter tops and bathroom accessories, elevator installation, sunshade installation on the exterior of the building, switchgear installation and connection, excavation and installation of bio retention areas and drains, and exterior courtyard and pathway work preparing for concrete pours.

Change orders over the past month resulted in a credit total of \$10,836.54, keeping the total approved change orders to \$427,110. An owner's hard cost contingency and a General Contractor's contingency (already budgeted within the GC contract) are available for upgrades, master-plan cost overruns, as well as unexpected costs detailed below. Owner contingency funds are held separately from the contract. Executed change orders have utilized 23.8% of available contingency.

The total projected use of owner contingency (including General Contractor's Contingency and soft cost savings) is 83.6%. Only the Executive Director can approve additional costs to the contract and staff closely review all prospective change orders at the site.

### **Operation and Lease Up Activities**

Staff is working with cross-agency departments and external partners to prepare the project for leasing in 2025. Weekly all-hands meetings and coordination have begun and will continue through full lease up and transition of the property-to-Property Operations. This month, the team is focusing on the Memorandum of Understanding with the County of Alameda for referrals from the Coordinated Entry System, lease up and operating budgets, and contracts with property management (FPI) and services (Building Futures).

### **FISCAL IMPACT**

AHA and ICD have completion and lease up guarantees on this development. The construction is currently trending a few weeks early and is on budget. Operations and lease up planning activities are meeting project milestones. See attachment for the monthly budget update.

### **CEQA**

Not Applicable.

### **RECOMMENDATION**

Accept the Monthly Construction Report for The Estuary I.

### **ATTACHMENTS**

1. Att 1\_ The Estuary I Photo updates BOC 03.19.2025
2. Att2\_The Estuary I Monthly Budget Update 03.19.25

Respectfully submitted,



With support from Neil Saxby, Renew Urban, Consultant  
Jocelyn Layte, Acting Associate Project Manager



# The Estuary | Progress Photos February 2025



Aerial photo looking south showing the northern and western elevation exterior walls.



Aerial view looking down on NH Block A showing roof tops and exterior grading work.



Corridor flooring and handrails installed.



Unit Blinds and Flooring installed.



Courtyard cement forms and pours completed.

**The Estuary I**  
**Monthly Update - as of March 1 2025**

<b>Total Development Costs to Date</b>				
	\$ Budget	\$ Disbursed	% Disbursed	\$ Balance
Land & Holding Costs	\$ 2,461,115	\$ 2,444,510	99%	\$ 16,605
Hard Costs	\$ 28,906,749	\$ 18,324,889	63%	\$ 10,581,860
Soft Costs	\$ 11,597,407	\$ 3,658,956	32%	\$ 7,938,451
<b>Total</b>	<b>\$ 42,948,666</b>	<b>\$ 24,428,355</b>	<b>57%</b>	<b>\$ 18,520,311</b>

<b>General Contract Status</b>	
Total Contract Value	\$ 24,898,007
Change Orders	\$ (10,837)
Revised Contract Value	\$ 24,887,170
Value of Work Completed to Date	\$ 21,600,322
Retention Withheld	\$ 2,108,663
Amount Paid to Date	\$ 19,491,660
Balance to Finish less retention	\$ 3,286,848
% Construction Complete	87%

<b>Contingency Utilization</b>		
	Hard Cost	Soft Costs
Total Contingency Approved	\$ 1,394,525	\$ 250,000
Approved Change Orders to Date	\$ 427,110	
Remaining Balance of Contingency	\$ 967,415	\$ 250,000
% of Contingency Used	31%	0%
Anticipated Soil Off-Haul Costs	\$ -	
Remaining Balance of Contingency	\$ 967,415	
Projected Use of Contingency	\$ 967,415	
Remaining Balance After Projected Use	\$ -	
% of Contingency Projected	100%	



# ISLAND CITY DEVELOPMENT

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

To: Board of Directors  
Island City Development

From: Paris Howze, Project Manager

Date: March 19, 2025

Re: Accept the Monthly Construction Report for Linnet Corner.

## **BACKGROUND**

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

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

Staff delivered a notice to proceed on March 6, 2024, and J.H. Fitzmaurice, Inc. (JHF), commenced construction activities on March 14, 2024. The project is expected to achieve completion on or before October 30, 2025.

Please see previous Board of Commissioner reports for project details before this month’s update.

## **DISCUSSION**

### Construction:

The overall project completion and billing percentage, through February 28, 2025, is approximately 80%. This month’s construction activities included cabinet installation throughout levels one and two, start of flooring and plumbing fixtures, and awnings at all exterior facades. Currently, the project is on track to be completed on time.

Change orders over the past month totaled \$0, keeping the total approved change orders at \$466,247. Owner contingency funds are held separately from the contract. Executed change orders have utilized 27% of the available hard cost contingency.

Only the Executive Director can approve additional costs to the contract, within the planned



contingency amounts, and staff tightly reviews all prospective change orders at the site. Staff is also tracking soft cost savings and use of contingency, which can also be applied to hard cost uses later in the project's cycle.

#### Financial Status Update:

The project applied to The Home Depot Foundations Grant Program with awards anticipated to be announced in May. If awarded, funds will be used to offset project costs.

At the time of construction loan closing in March 2023, the project anticipated approximately \$3.7 million in permit and impact fees and an 8.50% interest rate. Since then, the project has realized a \$1.2M reduction in permit and impact fees, and over \$650k in interest fee savings due to a reduced interest rate environment (interest rate has fluctuated down to 7.42% on average). The project is also anticipating to spend less than the available hard and soft cost contingency on typical line items.

However, Linnet Corner is bearing a significant portion of the anticipated soil-off haul costs, which will reduce the amount of eligible basis, and thus reduce the equity investment from the tax credit limited partner, resulting in a considerable gap. The majority of the gap will be filled by an additional \$1.7 million in deferred fee. However, using conservative estimates, staff calculates that the worst case scenario may require an additional infusion of funds as equity from the Housing Authority in 2026, at the project's conversion. This will help support future payout of developer fee and allow the closing of the permanent financing.

There are multiple factors that could reduce the need for AHA funds. The Home Depot grant could benefit the project, additional cost savings beyond the current conservative estimates could be realized. A swift lease up could reduce the time to conversion and lower interest costs. If fully leased, the project could use income from operations to fund the gap instead of AHA funds.

At the time of closing, the project was expected to defer \$1,284,044 of developer fee which was projected to be paid off by year 12. The project must pay off deferred fee by year 15 or contribute the funds to the project. After year 15, deferred fee is no longer a preferred payment, and other funders will take a significant part of cash flow. For this reason, staff is working diligently to reduce any need for AHA cash flow or extra deferred fees.

#### Procurements & Contracts:

Staff entered a contract with Market Design Furniture, Inc for interior furnishings services and is currently cross collaborating with property and asset management to select unit and common area furniture.

#### Operation and Lease-Up Activities:

Staff is working with cross-agency departments and external partners to prepare the project for leasing in 2025. The team has initiated a weekly all-hands meeting to coordinate the deliverables required for a smooth lease-up and transition to property management upon commencement of operations.

### **FISCAL IMPACT**

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



construction is on time, and likely to deliver one month early, weather permitting. At this time, any cost overruns are covered by contingency, savings, and deferred developer fees. Linnet Corner is a 4% tax credit project which is reliant on basis-eligible costs for part of its financing. In a conservative scenario, the project is anticipated to lose \$4 million in tax credit equity because of the changes during construction (including the soil offhaul cost, basis-eligible cost savings, and interest savings due to lower interest rates). This loss will be covered by cost savings, and also by additional deferred developer fee. The project has a \$3 million developer fee in total. \$1,295,000 was deferred at closing. The maximum additional deferred fee is \$1,705,000, of which the current projections show that \$1,450,000 will be used.

**CEQA**

Not applicable.

**RECOMMENDATION**

Accept the Monthly Construction Report for Linnet Corner.

**ATTACHMENTS**

1. 25\_02\_Linnet Corner - Budget Tracking

Respectfully submitted,



Paris Howze, Project Manager



**Linnet Corner**  
**Monthly Update - as of February 28, 2025**

<b>Total Development Costs to Date</b>				
	\$ Budget	\$ Disbursed	% Disbursed	\$ Balance
Land & Holding Costs	\$640,864	\$526,338	82%	\$114,526
Hard Costs	\$36,513,061	\$23,269,110	64%	\$13,243,951
Soft Costs	\$16,118,331	\$4,387,286	27%	\$11,731,045
<b>Total</b>	<b>\$53,272,256</b>	<b>\$28,182,734</b>	<b>53%</b>	<b>\$25,089,522</b>

<b>General Contract Status</b>	
Total Contract Value	\$29,561,507
Change Orders	\$466,247
Revised Contract Value	\$30,027,754
Value of Work Completed to Date	\$23,872,797
Retention Withheld	\$2,327,448
Amount Paid to Date	\$21,545,349
Balance to Finish	\$8,482,405
% Construction Complete	80%

<b>Contingency Utilization</b>		
	Hard Cost	Soft Costs
Total Contingency Approved	\$1,738,717	\$450,000
Approved Change Orders to Date	\$466,247	(\$61,874)
Remaining Balance of Contingency	\$1,272,470	\$511,874
% of Contingency Used	27%	114%
Anticipated Master Plan Costs	\$573,433	
Projected Use of Contingency	\$699,037	
Remaining Balance of Contingency	\$0	
% of Contingency Projected	100%	



# ISLAND CITY DEVELOPMENT

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

ITEM 5.D

To: Board of Directors  
Island City Development

From: Jocelyn Layte, Acting Associate Project Manager

Date: March 19, 2025

Re: Accept the Monthly Report for North Housing Offsites.

## **BACKGROUND**

The Housing Development Department provides monthly reports on projects under construction, and the Housing Authority of the City of Alameda (AHA) is leading the North Housing Master-Plan work to prepare the sites and provide infrastructure for Linnet Corner and Estuary I. This report provides updates on the North Housing Block A offsite work.

## **DISCUSSION**

Site: North Housing Block A Offsite Improvements, 501 Mosley Ave Alameda, CA 94501  
Total cost: \$4,015,747

Source of funds: Budgeted within the North Housing Block A projects with Estuary I covering 23%, Linnet Corner covering 60%, and Estuary II covering 17% of the offsite improvement costs.

Purpose: AHA contracted with J.H. Fitzmaurice, Inc. (JHF) for offsite improvements for North Housing Block A, such as the realignment of Lakehurst Circle, the new water main extension, and the new Mabuhay Street. Offsite improvements work is expected to be on a parallel track to the two active housing development projects (Estuary I and Linnet Corner). Therefore, the contract end date is October 2025, which aligns with the later of the two housing projects' expected completion date. The contracted value for the offsite improvements is budgeted in each of the housing developments at Block A and funding was approved by the Board of Commissioners in December 2023. There is a 'contractor's contingency' of \$150,000 in the contract that is 99% used. To project for completion, staff has added \$450,000 in owner's contingency that is held outside of the construction contract. Pro rata shares of the \$450,000 owner's contingency are being planned for in the contingency trackers of Estuary I, Linnet Corner, and Estuary II. Staff anticipate that the contract contingency will be fully used at the end of construction.

The City of Alameda has approved a phasing plan so that appropriate levels of offsites are delivered with Estuary I, with the remainder completed concurrent with Linnet Corner, to allow certificates of completion for the earlier project.

Timeline: February 2024 to October 2025.



Status: As of the end of February 2025, offsite improvement work is about 73.5% complete. Contractor billing for February 2025 is \$214,414 and consists of survey and staking, erosion control, dry utilities such as the joint trench for electricity, site work concrete for curbs and sidewalks, and contractor fees. The site was able to achieve EBMUD installation recently, which is a critical milestone. There are no change orders, and the project is on schedule. Details on the contract status and contingency used are attached.

There is a related memo requesting a change order for soil offhaul on this agenda.

**FISCAL IMPACT**

The Board of Commissioners of the Housing Authority of the City of Alameda approved the funding for the North Housing Master-Plan in August and December 2023.

**CEQA**

Not Applicable

**RECOMMENDATION**

Accept the Monthly Report for North Housing Offsites.

**ATTACHMENTS**

1. Offsite Budget Update 03.19.25

Respectfully submitted,



With support from Neil Saxby, Consultant, Renew Urban  
Jocelyn Layte, Acting Associate Project Manager



**North Housing Block A - Offsite Improvements Contract Tracking**  
**Update - as of March 1 2025**

<b>General Contract Status</b>	
Total Contract Value	\$ 4,015,747
Change Orders	\$ -
Revised Contract Value	\$ 4,015,747
Value of Work Completed to Date	\$ 2,961,538
Retention Withheld	\$ 286,596
Amount Paid to Date	\$ 2,674,943
Balance to Finish	\$ 1,340,804
% Construction Complete	74%

<b>Contract Contingency Utilization</b>	
	Hard Cost
Total Contract Contingency	\$ 150,000
Approved Contract Contingency Usage To Date	\$ 148,457
Remaining Balance of Contract Contingency	\$ 1,543
% of Contract Contingency Used	99%

<b>Owner Contingency Utilization</b>	
Total Owner Contingency Outside of Contract	\$ 450,000
Approved Owner Contingency Usage To Date	\$ 25,588
Remaining Balance of Owner Contingency	\$ 424,412
% of Owner Contingency Used	6%



# ISLAND CITY DEVELOPMENT

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

ITEM 5.E

To: Board of Directors  
Island City Development

From: Shanon Lampkins, Director of Asset Management

Date: March 19, 2025

Re: Adopt an Updated Fee Schedule for Third Party Real Estate Transactions.

## **BACKGROUND**

In 2022, the Housing Authority of the City of Alameda (AHA) approved a standard Loan Fee Schedule. The Loan Fee Schedule was designed to increase transparency around AHA's expectations as a lender. AHA also acts as a provider of land leases, and issues regulatory agreements. Staff proposes to update the AHA Loan Fee Schedule. AHA has acted as a lender or lessor in multiple developments, both AHA affiliated and not. As those loans get older, restructuring may be necessary. Additionally, bonds are also used to finance some AHA properties. Where AHA is a lender and there is no tax credit investor, AHA will take an asset management fee to cover the costs of review and compliance monitoring, including an annual file audit of 10% of assisted tenant files.

## **DISCUSSION**

When preparing this updated Loan Fee Schedule, staff researched other affordable housing lenders: San Diego Housing Commission, City of San Jose Housing Authority, Oakland Housing Authority, Sacramento Housing and Redevelopment Agency, California Department of Housing and Community Development, and County of Alameda A1 Funds. Staff have outlined a number of new or adjusted fees in the proposed schedule in accordance with this survey. The proposed Loan Fee Schedule is consistent with standard industry practices.

It should be noted that these fees will not apply where AHA makes a grant to the Alameda Affordable Housing Trust Fund, which has its own loan and grant fee structure.

Staff proposes that these fees be put into effect on April 1, 2025, and that AHA add an annual inflation factor of 3% for each cost starting July 1, 2026. Staff also recommend these fees be reviewed every three years. The AHA fees will be posted on the AHA website when approved.

## **FISCAL IMPACT**

The fees are expected to cover staff time and third-party costs, particularly legal costs, for the loan.

## **CEQA**



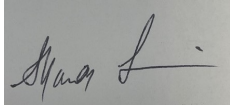
**RECOMMENDATION**

Adopt an updated Fee Schedule for Third Party Real Estate Transactions.

**ATTACHMENTS**

- 1. 2025 Fee Schedule Comparison

Respectfully submitted,



Shanon Lampkins, Director of Asset Management

2025 FEE SCHEDULE COMPARISON

Types of Fees	Proposed AHA Fee	2018 AHA Fees (Current)	AHA - LAC Loan transaction	San Diego Housing Commission	City of San Jose Housing Authority	Oakland Housing Authority	Sacramento Housing and Redevelopment	CA HCD	Alameda County A1 Funds
<b>Monitoring Fee</b>	Ground lease, loan or regulatory agreement: \$150/unit per year; Non Tax Credit projects: \$300/unit per year; Tax Credit projects with an investor: \$150/unit per year	\$50/unit per year	\$300/unit/year	\$2500 initial fee + \$150 per monitored unit. In the event of high volume of monitoring, the Commissions may elect to charge an additional fee on an hourly rate of \$100.	\$73.41/unit per year	Annual Monitoring Fee - City-Assisted Projects \$628.30 base fee + \$8.24 per unit Annual Monitoring Fee - Restricted Unassisted Projects (3+ Restricted Units) \$398.61 base fee +\$5.15 per unit Annual Monitoring Fee - Restricted Unassisted Projects (1-2 Restricted Units) - \$144 per unit	Multifamily affordable units: Multifamily Affordable Units x Average Public Subsidy/Unit x .125% x number of years x discount rate. Single family affordable units: Single family Affordable Units x Appreciation Differential/Unit x .15% x number of restricted years x discount rate	.42% of the loan amount	\$300/restricted unit per year
<b>Asset Management Fee</b>	\$10,000/year. Only on non-tax credit deals or tax credit projects after investor exit		\$10,000/year						\$25,000 (Combined Partner&AM fees)
<b>Subordination Fee</b>	\$750	\$750		\$400 for one lien + \$50 for every additional lien	\$352	\$896 loan (residential lending loan fees), \$1,514 (housing development services loan fees)	\$300 (single family), \$500 (multifamily)		covered by project, should budget at least \$18K
<b>Legal Fees</b>	Billed at actual cost	Billed at actual cost	Waived;		\$187/hr in excess of 89 hours		\$1,500 minimum legal service fee and \$250 per hour exceeding 10 hours.		covered by project, should budget at least \$18K for legal
<b>Modification Fee</b>	\$750	\$750				\$3,460.80/loan		\$238/hour	
<b>Reconveyance</b>	\$200	\$300				\$173/loan		\$45	
<b>Loan Rates</b>	3% simple		3% simple			3% simple	3% simple	3% simple (MHP)	
<b>3rd Party Unit Inspection Fee</b>	Required on all regulated units at initial lease up and every three years thereafter; non PBV units will be charged \$35/unit or actual cost, whichever is lower.		\$35/unit/2 years	N/A	N/A	N/A	N/A	N/A	N/A
<b>Bond Inducement</b>	\$500 application and \$10,000 legal deposit. Legal to be billed at actual cost.	AHA has not issued directly - has worked with joint power authorities		\$3,000 application + \$10,000 deposit		\$0 to \$10 million: 0.5% of the principal amount of bonds issued, with a minimum fee of \$30,000. Over \$10 million: 0.5% of the first \$10 million principal amount of bonds; 0.25% of any additional amount.	issuance fee of 25 basis points (0.25%) of the bond issuance amounts payable at the bond closing. In addition, SHRA receives an Annual Administration Fee equal to 12.5 basis points (0.125%) of the original bond issuance amount as compensation for compliance monitoring of regulatory restrictions and the administration of outstanding bonds		
<b>Restructuring Fees</b>	\$10,000 good faith legal deposit. Legal to be billed at actual cost. Upon restructuring - the new asset, monitoring, and Housing Quality Standards fees will apply				\$6,596.00 per transaction  + City Attorney time (\$187/hr in excess of 20 hours)  + City Housing Staff Time (\$136/hr in excess of 21 hours)		At the time of a full application for bonds, the developer must pay a \$12,500 "good-faith" deposit to cover SHRA staff costs (at \$100 per hour) and expenses in determining the feasibility of the proposed bond issuance, reissuance or restructuring.	1. \$1,000 payable upon submission of the initial application. 2. \$9,000 payable prior to recordation of any regulatory agreement authorizing an Early Special Rent Increase. 3. \$4,000 payable upon closing of a Restructuring transaction limited to the extension of a Department loan or loans. 4. \$39,000 payable upon closing of a Restructuring transaction involving refinancing of senior debt, syndication, or both, with or without an extension of the Department's loan or loans	
<b>Title &amp; Escrow Fees</b>	Billed at actual cost	Billed at actual cost				Billed at actual cost		\$35	



# ISLAND CITY DEVELOPMENT

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

ITEM 6.A

To: Board of Directors  
Island City Development

From: Sylvia Martinez, Director of Housing Development

Date: March 19, 2025

Re: Accept Update on a Potential Change Order with J.H. Fitzmaurice Not to Exceed \$3,000,000 for North Housing Soil Offhaul Costs.

## **BACKGROUND**

The Housing Authority of the City of Alameda (AHA) is the master developer of North Housing, and is responsible for site preparation, demolition, and infrastructure. AHA has undertaken multiple activities for all 12 acres and the 3 Block A projects to save costs, realize single mobilization efficiencies, and accommodate density (close-by buildings require work to be done jointly). These activities have included demolition, entitlement approvals, security, fencing, weed control, Block A-soil stabilization, and offsite work. The use of cellular concrete to stabilize the North Housing Block A projects resulted in considerable benefits to the project and future residents, including a clean and seismically stable foundation in an efficient amount of time. However, it also resulted in a significant amount of spoils (excess dirt displaced from Block A to install the cellular concrete). This soil stockpile is currently located on an adjacent parcel owned by AHA.

In December 2023, the AHA Board authorized a Contract Not to Exceed \$4,500,000 with J.H. Fitzmaurice Inc. (JHF) for North Housing Block A Offsites Work. In January 2024, a contract was signed for a contract sum of \$4,015,746.78.

## **DISCUSSION**

JHF has received multiple bids to its Request for Bids (attached), which have been reviewed by AHA's consultants. The subcontract is required to meet a number of terms and conditions to perform this work, including adequate licensing and experience (see attached). Based on JHF and other AHA consultant's review, staff recommends authorization of the AHA Executive Director to negotiate and sign a change order for JHF with the most responsive bidder in an amount not to exceed \$3,000,000. The recommended amount includes a \$1,000,000 cushion for the approval, because both the quantities and weight of the soil are not exact. A draft change order will be provided by the Board meeting date. The total authority requested is \$3,000,000, so that the Executive Director can authorize work until completion. The Board will be updated monthly on the amounts used and the offhaul activities.

Staff would like to sign the change order immediately following the March 19, 2025, approval, and move forward with scheduling work. The offhaul will take an estimated 20-30 working



days. When the work is scheduled, AHA staff will notify the adjacent neighbors and perform community outreach to answer any questions about the offhaul and the future project. Final reporting, including all closure documentation for the Department of Toxic Substance Control (DTSC) and the California Stormwater Pollution Prevention Program (SWPPP) will also need to be completed.

### **FISCAL IMPACT**

AHA's costs for the initial soil stabilization work, the current off-sites work, and this proposed additional soil off-haul activity are expected to be reimbursed by the respective construction loans held by Lakehurst and Mosely LP and Mabuhay and Lakehurst LP. Estuary II will utilize its previously approved pre-development loan from AHA to offset its pro rata share of these off-haul costs. As has been the practice with other costs funded by the Reimbursement Agreements, AHA will not pre-pay or carry the costs of this work. AHA will instead collect amounts from the projects due before paying the general contractor's application for these costs.

### **CEQA**

Not Applicable

### **RECOMMENDATION**

Authorize the Executive Director to Negotiate and Execute a Change Order with J.H. Fitzmaurice Not to Exceed \$3,000,000 for North Housing Soil Offhaul Costs.

### **ATTACHMENTS**

1. 2025\_0319\_NH SOILS PRESENTATION\_Public
2. Bid Invitation - Spoil Off-haul\_250219

Respectfully submitted,



Sylvia Martinez, Director of Housing Development

# Soil Offhaul Approvals

Sylvia Martinez

March 2025

# Construction Progress

The Estuary is 85% complete

Linnet Corner is 80% complete

Both projects actively planning for lease up in summer 2025



# Background

- As master plan developer, the Housing Authority has undertaken preparation of the North Housing Block A on behalf of the three affordable developments, two of which are currently in construction (Estuary I and Linnet Corner, and one in predevelopment (Estuary II).
- Since 2023, Reimbursement Agreements have been in place to repay the Housing Authority for these costs, and the costs have been included in the budgets of the three projects.

# Recommendations

- Authorize the Executive Director to Negotiate and Execute a Change Order with J.H. Fitzmaurice Not to Exceed \$3,000,000 for North Housing Soil Offhaul Costs.
- Approve Amendment No. 1 to a Consultant Services Agreement Not to Exceed \$2,769,519.07 between the Housing Authority of the City of Alameda and Lakehurst and Mosley LP and
- Amendment No. 1 to a Consultant Services Agreement Not to Exceed \$6,639,696.14 between the Housing Authority of the City of Alameda and Mabuhay and Lakehurst LP, and
- Approve a Consultant Services Agreement Not to Exceed \$2,141,922.79 between the Housing Authority of the City of Alameda and Mosely and Mabuhay LP for North Housing Block A Master Development Work.

**UPDATED NH MASTERPLAN COSTS**  
**Original and 2025 Planned Costs**

Original Uses	Amount	The Estuary I	Linnet Corner	The Estuary II
Soil Stabilization	\$4,444,191.22	\$1,022,163.98	\$2,666,514.73	\$755,512.51
Offsites	\$4,015,746.78	\$923,621.76	\$2,409,448.07	\$682,676.95
HKIT Construction Administration	\$45,000.00	\$15,000.00	\$15,000.00	\$15,000.00
ENGEO Geotechnical	\$296,200.00	\$98,733.33	\$98,733.34	\$98,733.33
Contingency	\$750,000.00	\$250,000.00	\$250,000.00	\$250,000.00
<b>Sub-Total</b>	<b>\$9,551,138.00</b>	<b>\$2,309,519.07</b>	<b>\$5,439,696.14</b>	<b>\$1,801,922.79</b>
2025 Anticipated Uses	Amount	The Estuary I	Linnet Corner	The Estuary II
Soil offhaul	\$2,000,000.00	\$460,000.00	\$1,200,000.00	\$340,000.00
Contingency	\$1,000,000.00	\$230,000.00	\$600,000.00	\$170,000.00
<b>Total</b>	<b>\$11,551,138.00</b>	<b>\$2,769,519.07</b>	<b>\$6,639,696.14</b>	<b>\$2,141,922.79</b>

# Proposed Timing of offhaul activity

Activity	Start Date	Completion Date
Sign contracts and mobilize	March 19, 2025	April 1, 2025
Outreach to neighbors – Written communication and coffee in the neighborhood	March 24	March 31, 2025
Off haul: 20-30 business days	April 1, 2025	May 13, 2025
Close out reporting – Final SMP report & documentation of offhaul	May 13, 2025	July 1, 2025
Close out of Stormwater Pollution Prevention Plan (SWPPP), includes restoration & hydroseeding	July 1, 2025	October 1, 2025

# Next steps

- Contract with offhaul company and disposal site
- Provide monthly updates to Board
- Close out all reporting and documentation

# Questions and Comments

# J.H. FITZMAURICE, INC.

GENERAL CONTRACTORS/CONSTRUCTION MANAGERS

License No. 111689  
Tel (510) 444-7561 Fax (510) 444-1344  
2857 Hannah Street Oakland, CA 94608-4019

February 19<sup>th</sup>, 2025

## Bid Invitation Spoil Off-haul Bid Proposal Request

To: Subcontractors/Suppliers

Attention: Estimator

Re: North Housing Block A – Offsite,

**Location: 500 Mosley Avenue, Alameda, CA 94501**

**Bids Due: Monday, March 10<sup>th</sup>, 2025**

**Email bids to: [adel@jhfoak.com](mailto:adel@jhfoak.com)**

J. H. Fitzmaurice, Inc. (JHF) is seeking Spoil Off-haul bid proposals from qualified subcontractors for North Housing Block spoil off-haul located at 500 Mosley Avenue, Alameda, CA 94501. LBE and SLBE Subcontractors & Suppliers are encouraged to bid, along with Minority Owned (MBE) / Women Owned (WBE) / Section 3.

**Please reply by email or fax to JHF if your company is interested in bidding.**

Email: [adel@jhfoak.com](mailto:adel@jhfoak.com)

Company Name: \_\_\_\_\_ Bid: Yes / No

Address: \_\_\_\_\_ Union: Yes / No

SLBE Subcontractor: Yes (Circle one) / No

LBE Subcontractor: Yes (Circle one) / No

MBE Subcontractor: Yes (Circle One) / No

WBE Subcontractor: Yes (Circle One) / No

SECTION 3 Subcontractor: Yes (Circle One) / No

Contact Person: \_\_\_\_\_ Bondable: Yes / No

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Trades: \_\_\_\_\_

### 1. **Project Scope Summary:**

Provide all labor, equipment, material and subcontractors to load, transport, and disposal of non-hazardous waste spoil, stockpiles B, D & F as shown in the attached site logistic plan and. Bidders are to review all documents including attached bid instructions, Wage determinations, Exhibit 4 “ Additional Requirements, and *Stockpile Waste Characterization Report prepared Path Forward Environmental Engineering & Geology dated 2/19/25.*

#### **Note:**

Subcontractors should follow and comply with the site SMP at all times. Subcontractor is responsible for uncovering and covering the stockpiles during the course of the spoil off-haul operation. At the end of each day, all remaining stockpiles should be covered and sandbags put back on. The street and point of entry should be kept clean and free of dirt/mud.

### 2. **Project Documents**

Please use this link to download the following items:

<https://jhfitzmauriceinc.box.com/s/c6c8us4vjf6xfhcpsk3zam4flffz6xer>

**1) Drawings**

- a. North Housing PWD approved plans for onsite improvements dated 6/26/2023.
- b. North Housing Phase 1 Backbone Improvement Plans dated March 2023
- c. North Housing Backbone Landscape and Irrigation Set 09/23/2022

**2) Specifications**

- a. Project Manual 06/28/2023

**3) Reports & Docs**

- a. Soil testing result prepared by Path Forward Environmental Engineering & Geology dated 2/19/25.
- b. Site Logistic Plan
- c. Geotechnical Exploration Report by Engeo dated 04/18/2022
- d. Phase I ESA by Langan dated 01/17/2022
- e. preliminary Stormwater Facilities - Operation & Maintenance Plan by CBG 03/2023
- f. Stormwater Management Plan by CBG dated 03/2023
- g. 3<sup>rd</sup> party review of Stormwater Management Plan Review by Engeo dated 03/16/2023
- h. Environmental Noise Study by CSDA Design Group dated 10/18/2021
- i. Soil and Groundwater Management Plan by Ninyo & Moore 08/19/2019

**3. Project Labor Requirements**

- a. JH Fitzmaurice is a signatory to the laborers' and carpenters' union. All subcontractors using laborers and carpenters should be signatories to the union accordingly.
- b. Base bid wage requirements must comply with Davis-Bacon Residential Determination
  - i. Davis-Bacon wage decision CA20230018, dated 03/17/2023
- c. Base bid wage requirements must comply with State Residential Wage Rates: 2023-1
  - i. 2019-1 wage determinations. These determinations also may be found on the DIR website.
- d. All work on North Housing Block A is subject to Federal wages and state wages. The subcontractors are responsible for reviewing the prevailing wage classifications and paying the highest applicable wage and fringe benefits.
- e. Subcontractors to comply with the laws and requirements of federal Davis Bacon wages and HUD Section 3 worker hiring.
- f. Subcontractors are required to submit certified payrolls on a weekly basis to both the Elation online payroll reporting system and the state DIR website.

**4. Bid Instructions**

- a. **Please do not contact Owner, Architect and Engineers Directly.** All questions and correspondences should be emailed to the JHF Estimating Department [adel@jhfoak.com](mailto:adel@jhfoak.com).
- b. Provide the number of **workdays** to complete work (not man days), Mobilization time, etc. in your proposal. Provide a Preliminary timeline schedule with your bid proposal from mobilization to completion of the off-haul.
- c. Owner and General Contractor reserve the right to reject any or all bids, and to accept any informality in any bid.
- d. Bidders should closely inspect existing site conditions that affect their work and include in their proposals all work, adjustment, or revisions necessary to provide complete work. Bidder is familiar with the conditions under which the work is to be performed. Failure of the bidder to familiarize themselves with the conditions at the jobsite will not relieve the bidder from such conditions.
- e. **Sub Bond:** 100% Performance and Payment Bond in the amount of your subcontract price from J.H. Fitzmaurice approved sureties may be required. Provide bond cost or bond rate.
- f. Subcontractor scope should include all requirements as noted in Bid documents.
- g. Subcontractor's bid proposal should include landfill information, name, and address.

**5. Subcontractor Selection**

- a. Subcontractor selection will be based on both the lowest responsive bid and off-haul duration, Time line schedule.
- b. J.H. Fitzmaurice will give additional preference and consideration to Local and Small Local Businesses located in Alameda County, or contractors that will subcontract with Local and Small Local Businesses in Alameda County. Please provide information about your company's Alameda County Local/Small Local Business status or lower tier Alameda County Local/Small Local subcontractors with whom you plan to contract in your proposal if it applies.

**6. Bid Form/ Scope Sheet**

- a. Please use the attached unit cost bid form and submit with your bid proposal. All terms and condition of this bid Invitation will be an attachment to all bid proposals received, unless the items in this bid invitation have been specifically excluded by the bidders.
- b. Bid Proposals: Provide bid proposal with your company letterhead and signed by an authorized representative.
- c. Proposal shall include all costs for labor, supervision, equipment, transportation, dump fees, clean-up and removal from jobsite of all debris; recycling of debris; flagmen, traffic control, street sweepet & cleaning; employee parking; taxes, insurance, submittals, overhead, profit, OSHA requirement, and any other costs for a complete project. Bidders should include in their proposals the cost to perform any work that, even if not detailed or described in the documents, is reasonably inferable to construct a complete project.
- d. Subcontractors should include the straight time and premium time rates for all trades they employ. Please provide T&M rates in the bid.
- e. All subcontractors are required to notify JHF for any potential conflicts or items included in the specifications & bid documents that are not intended to be provided.
- f. Bids will be assumed to include entire specification & bid documents sections that subcontractors are bidding unless specific exclusions are clearly written in the subcontractor's bid.
- g. Bidders are assumed to be knowledgeable of this type of work and shall include all normal requirements to produce a complete scope as described by these documents.
- h. All construction documents will be distributed to Subcontractors electronically.

**7. Insurance Requirements**

**Minimum Requirements for all Building Contractors**

All the listed items must be either submitted or deemed not-applicable by the Procurement Officer before work can begin.

**1. General Liability Insurance:**

\$1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit

**2. Additional Insured Endorsement:**

Our agency must be named on a separate Additional Insured Form. Coverage must be primary. You can submit this form in one of two ways:

a) The following specific language must be listed in its entirety under "Organization":  
**“Island City Development, its Board of Directors, and The Housing Authority of the City of Alameda, its Board of Commissioners, Officers, Officials, Employees and Volunteers.”**

b) Blanket Additional Insured policy where the document references that primary coverage shall be applied to all parties with whom your company has a written contract in place.

**3. Automobile Liability Insurance:**

\$1,000,000 per accident for Bodily Injury and Property Damage Remote access vendors do not need to show auto insurance.

4. **Workers' Compensation (*statutory*) and Employer's Liability:**  
\$1,000,000 per accident for Bodily Injury or Disease.

8. **Jobsite Conditions**

- a. Subcontractors are responsible for own temporary power cords and potable drinking water
- b. Subcontractors are responsible for own security of material (not installed) and equipment on-site.
- c. Subcontractors are responsible for own employee parking.
- d. Subcontractor shall notify JHF immediately if other trade work is not per contract documents before concealing.
- e. Subcontractors are required to submit hard copy of own safety plan to site superintendent before starting the project and have weekly on-site safety meeting.
- f. Subcontractors to comply with project specific erosion and sediment control plan and its maintenance during the off haul process.

9. **Jobsite Safety**

- a. Subcontractors shall submit (2) hard copy of site-specific health and safety plans to JHF.
- b. On-site workers must wear proper OSHA compliant safety gear.
- c. If a subcontractor removes temporary barricades or railing, it is subcontractor's responsibility to reinstall them in such as manner to maintain a safe working area.
- d. Subcontractor employees need to carry safety plans in trucks.
- e. Subcontractors shall carry own portable drinking water to prevent heat illness and heat exhaustion.
- f. Scaffolding modification is not allowed. JHF will back charge responsible subcontractor all costs associated to repair and re-inspect scaffolding in safe condition. Subcontractors shall notify immediately JHF and not use scaffolding if scaffolding condition is unsafe to use until scaffolding contractor repair and re-inspect it.

10. **Subcontract Terms**

- a. ***Subcontractors will be required to execute a standard J.H. Fitzmaurice Subcontract Agreement and comply with J.H. Fitzmaurice's insurance requirements. Waivers of Subrogation will be required.***
- b. Retention will be ten (10%) percent until completion of the project.
- c. Change Order: The rate of the Subcontractor's Fee for approved Change Order shall be maximum 15% when work is performed with the Subcontractor's own workforces. Where the additional Work is performed by a 2nd and 3rd tier Subcontractors under the supervision of the Subcontractor, the Subcontractor Fee for coordination of the Work shall be maximum 5% and 10% for 2nd and 3rd tier Subcontractors.
- d. JHF will hold subcontractor's payment for any potential penalty arising from violation of Certified Payroll, OSHA safety, SWPPP, Hiring Requirements, etc.

Please feel free to contact us if you have any questions or concerns. **Email is preferable.**

Warmest Regards,  
Estimating Department  
J.H. Fitzmaurice, Inc.  
2857 Hannah St., Oakland CA 94608  
Tel (510) 444-7561 I Fax (510) 444-1344  
Email: [adel@jhfoak.com](mailto:adel@jhfoak.com)

ATTACHMENT A – Bid Instruction dated 2/19/25  
ATTACHMENT B – Site Logistic Plan with Stockpile Location



# ISLAND CITY DEVELOPMENT

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

ITEM 6.B

To: Board of Directors  
Island City Development

From: Sylvia Martinez, Director of Housing Development

Date: March 19, 2025

Re: Approve Amendment No. 1 to a Consultant Services Agreement Not to Exceed \$2,769,519.07 between the Housing Authority of the City of Alameda and Lakehurst and Mosley LP and Amendment No. 1 to a Consultant Services Agreement Not to Exceed \$6,639,696.14 between the Housing Authority of the City of Alameda and Mabuhay and Lakehurst LP, and Approve a Consultant Services Agreement Not to Exceed \$2,141,922.79 between the Housing Authority of the City of Alameda and Mosely and Mabuhay LP for North Housing Block A Master Development Work.

## **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: The Estuary I, The Estuary II, and Linnet Corner. ICD is the developer and has received options to ground lease for the three projects, each owned by a separate legal entity.

On July 19, 2023, the Board approved the soil stabilization work performed by General Contractor, J.H. Fitzmaurice (JHF). In August 2023, the Board approved the AHA master development work for the North Housing Block A site and the concept of reimbursement agreements between the limited partnerships of each project and AHA to repay AHA for their pro rata share of the site preparation work.

JHF completed the soil stabilization work in February 2024. On January 30, 2024, AHA initiated JHF to begin offsites work on the Block A site.

In June 2024, the Board ratified the consultant services agreements for The Estuary I and Linnet Corner projects with the effective date of February 1, 2024. The consultant services agreement serves as a contractual document that formalizes the reimbursement obligations of each development for the soil stabilization work, offsites work costs, soft costs, and any other costs taken on as part of the master plan activities. The pro rata share of master development work for The Estuary I and Linnet Corner is being repaid to AHA by each respective Partnership on a monthly basis as work is completed through construction term sources. Estuary II has been paying its pro rata share on a monthly basis via its



predevelopment loan resources, although the reimbursement agreement has not yet been formally signed.

For clarity, the projects and associated limited partnerships are:

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

### **DISCUSSION**

To cover the soil offhaul costs, the Estuary I and Linnet Corner contracts are being amended to add their pro rata share of costs, as shown in the Updated NH Master Plan Costs Schedule, attached. In addition, staff requests that the Board approve the Estuary II reimbursement agreement, to document the reimbursement from that project. A contingency of \$500,000 is provided to allow staff to implement the time-sensitive soil offhaul work. Staff commits to providing monthly progress and costs updates to the Board.

### **FISCAL IMPACT**

The contract amounts discussed above are already carried in the construction budgets for The Estuary I and Linnet Corner, and in the predevelopment and pro forma for Estuary II. JHF submits invoices for payment to AHA for work completed monthly. Retention on the offsites contract continues to be held until completion, which is anticipated by the end of 2025. The Estuary I and Linnet Corner limited partnerships plan to repay AHA 100% of their respective portions as outlined in the contracts, and Estuary II repays AHA its portion from predevelopment sources. As discussed in its memo in this agenda, Linnet Corner will use its available deferred developer fee to pay for these additional costs, but in 2026, may need additional assistance from AHA depending on the final costs of the project.

### **CEQA**

Not Applicable

### **RECOMMENDATION**

Approve Amendment No. 1 to a Consultant Services Agreement Not to Exceed \$2,769,519.07 between the Housing Authority of the City of Alameda and Lakehurst and Mosley LP and Amendment No. 1 to a Consultant Services Agreement Not to Exceed \$6,639,696.14 between the Housing Authority of the City of Alameda and Mabuhay and Lakehurst LP, and Approve a Consultant Services Agreement Not to Exceed \$2,141,922.79 between the Housing Authority of the City of Alameda and Mosely and Mabuhay LP for North Housing Block A Master Development Work.

### **ATTACHMENTS**

1. Amendment 1 Master Plan Consultant Services Agreement for Linnet Corner
2. Amendment 1 Master Plan Consultant Services Agreement for The Estuary I
3. AHA\_Mosely Mabuhay LP - Consultant Services Agreement for Master Plan DRAFT

Respectfully submitted,



Sylvia Martinez, Director of Housing Development





**FIRST AMENDMENT TO AGREEMENT**

This Amendment of the Agreement, effective as of March 19, 2025, by and between MABUHAY AND LAKEHURST LP, a California limited partnership (hereinafter referred to as "Owner") and HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a public body corporate and politic, whose address is 701 Atlantic Avenue, Alameda, California 94501, (hereinafter referred to as "Consultant"), is made with reference to the following:

**RECITALS:**

- A. Effective February 1, 2024, an agreement was entered into by and between AHA and Consultant (hereinafter "Agreement") with the term date of December 31, 2026 for a not to exceed amount of \$5,439,696.14.
- B. AHA and Consultant desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

- 1. The contract period is unchanged.
- 2. The not to exceed amount for the entire Agreement shall be increased by One Million Eight Hundred Fifty Dollars (\$1,800,000) to be amended to Six Million, Six Hundred Thirty Nine Thousand, Six Hundred Ninety-Six dollars and Fourteen Cents (\$6,639,696.14) for services.
- 3. The Fee Schedule attached to the Agreement Exhibit B is hereby deleted in its entirety and replaced with the Amended Exhibit B Fee Schedule attached here and incorporated herein by this reference.
- 5. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this modification of the Agreement to be effective 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

**Consultant:**

HOUSING AUTHORITY  
OF THE CITY OF ALAMEDA,  
a public body, corporate and politic

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Vanessa M. Cooper  
President

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Vanessa M. Cooper  
Executive Director

Amendment No. 1 Master Plan Consultant Services Agreement  
 Mabuhay and Lakehurst LP - AHA  
 Linnet Corner

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

The table below outlines the pro rata share of costs attributable to the project.

**UPDATED NH MASTERPLAN COSTS**  
**Original and 2025 Planned Costs**

Original Uses	Amount	The Estuary I	Linnet Corner	The Estuary II
Soil Stabilization	\$4,444,191.22	\$1,022,163.98	\$2,666,514.73	\$755,512.51
Offsites	\$4,015,746.78	\$923,621.76	\$2,409,448.07	\$682,676.95
HKIT Construction Administration	\$45,000.00	\$15,000.00	\$15,000.00	\$15,000.00
ENGEO Geotechnical	\$296,200.00	\$98,733.33	\$98,733.34	\$98,733.33
Contingency	\$750,000.00	\$250,000.00	\$250,000.00	\$250,000.00
<b>Sub-Total</b>	<b>\$9,551,138.00</b>	<b>\$2,309,519.07</b>	<b>\$5,439,696.14</b>	<b>\$1,801,922.79</b>
<hr/>				
2025 Anticipated Uses	Amount	The Estuary I	Linnet Corner	The Estuary II
Soil offhaul	\$2,000,000.00	\$460,000.00	\$1,200,000.00	\$340,000.00
Contingency	\$1,000,000.00	\$230,000.00	\$600,000.00	\$170,000.00
<b>Total</b>	<b>\$11,551,138.00</b>	<b>\$2,769,519.07</b>	<b>\$6,639,696.14</b>	<b>\$2,141,922.79</b>

The not-to-exceed amount for this contract is \$6,639,696.14.

## FIRST AMENDMENT TO AGREEMENT

This Amendment of the Agreement, effective as of March 19, 2025, by and between LAKEHURST AND MOSELY LP, a California limited partnership (hereinafter referred to as "Owner") and HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a public body corporate and politic, whose address is 701 Atlantic Avenue, Alameda, California 94501, (hereinafter referred to as "Consultant"), is made with reference to the following:

### RECITALS:

- A. Effective February 1, 2024, an agreement was entered into by and between AHA and Consultant (hereinafter "Agreement") with the term date of December 31, 2026 for a not to exceed amount of \$2,309,519.07.
- B. AHA and Consultant desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

- 1. The contract period is unchanged.
- 2. The not to exceed amount for the entire Agreement shall be increased by Six Hundred Ninety Thousand Dollars (\$690,000) to be amended to Two Million, Seven Hundred Sixty-Nine Thousand and Five Hundred and Nineteen dollars and Seven Cents (\$2,769,519.07) for services.
- 3. The Fee Schedule attached to the Agreement Exhibit B is hereby deleted in its entirety and replaced with the Amended Exhibit B Fee Schedule attached here and incorporated herein by this reference.
- 5. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this modification of the Agreement to be effective on the day and year first above written.

**Owner:**

LAKEHURST AND MOSELY 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

**Consultant:**

HOUSING AUTHORITY  
OF THE CITY OF ALAMEDA,  
a public body, corporate and politic

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Vanessa M. Cooper  
President

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Vanessa M. Cooper  
Executive Director

Amendment No. 1 Master Plan Consultant Services Agreement  
 Lakehurst and Mosely LP - AHA  
 The Estuary I

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

The table below outlines the pro rata share of costs attributable to the project.

**UPDATED NH MASTERPLAN COSTS**  
**Original and 2025 Planned Costs**

<b>Original Uses</b>	<b>Amount</b>	<b>The Estuary I</b>	<b>Linnet Corner</b>	<b>The Estuary II</b>
Soil Stabilization	\$4,444,191.22	\$1,022,163.98	\$2,666,514.73	\$755,512.51
Offsites	\$4,015,746.78	\$923,621.76	\$2,409,448.07	\$682,676.95
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Soil offhaul	\$2,000,000.00	\$460,000.00	\$1,200,000.00	\$340,000.00
Contingency	\$1,000,000.00	\$230,000.00	\$600,000.00	\$170,000.00
<b>Total</b>	<b>\$11,551,138.00</b>	<b>\$2,769,519.07</b>	<b>\$6,639,696.14</b>	<b>\$2,141,922.79</b>

The not-to-exceed amount for this contract is \$2,769,519.07.

## **CONSULTANT SERVICES AGREEMENT**

**THIS AGREEMENT**, effective as of this 1st day of February 2024, by and between MOSLEY AND MABUHAY LP, a California limited partnership (hereinafter referred to as "Owner") and HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a public body corporate and politic, whose address is 701 Atlantic Avenue, Alameda, California 94501, (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;

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; and

D. Consultant has entered into AIA A102-2017, AIA A201-2017, and respective contract exhibits with J.H. Fitzmaurice, Inc. dated August 9, 2023, AIA A102-2017, AIA A201-2017, and respective contract exhibits with J.H. Fitzmaurice, Inc. dated January 12, 2024 (collectively referred to as "Construction Contract"), Consultant Services Agreement with HKIT Architects dated October 1, 2023, and Consultant Services Contract and subsequent Amendments with ENGEO Incorporated dated December 1, 2021 through December 1, 2023 to perform this work.

E. Owner and Consultant desire to enter into an agreement for master plan development services for The Estuary I project (the "Project").

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. **TERM:**

The time for Completion shall be by December 31, 2026, (the "Completion Date"), unless terminated earlier as set forth herein.

2. **SERVICES TO BE PERFORMED:**

Consultant shall perform services according to the schedule set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference.

3. **COMPENSATION TO CONSULTANT:**

Owner agrees to compensate Consultant pursuant to the terms and conditions of this Agreement only for the performance, to the reasonable satisfaction of Owner, of those tasks which began prior to the effective date of this agreement and will continue to take place during the term of this Agreement as specified in Exhibit A. Owner will not be obligated to compensate Consultant for

any work, services, or functions performed by Consultant which do not arise directly from the performance of tasks relating to the Scope of Services as outlined in Exhibit A, and according to the Fee Schedule set forth in Exhibit B. Owner shall pay Consultant within thirty (30) days receipt of Consultant's properly submitted invoice, which shall not be submitted more than once a month.

Total compensation under this contract will not exceed Two Million, One Hundred Forty-One Thousand, Nine Hundred Twenty-two Dollars and Seventy-nine Cents (\$2,141,922.79). Twenty Thousand Dollars and Zero Cents (\$20,000.00) will be held back as retention and made available upon evidence of 90% completion of the Construction Contracts.

4. **TIME IS OF THE ESSENCE:**

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

5. **STANDARD OF CARE:**

Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by Owner nor have any contractual relationship with Owner.

6. **INDEPENDENT PARTIES:**

Owner and Consultant intend that the relationship between them created by this Agreement is that of employer-independent contractor. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by Owner to its employees, including but not limited to unemployment insurance, workers' compensation coverage, vacation and sick leave are available from Owner to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

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

7. **IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

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

8. **NON-DISCRIMINATION:**

Consistent with Owner's policy that harassment and discrimination are unacceptable employer/employee conduct, Consultant agrees that harassment or discrimination directed toward a job applicant, an Owner employee, or a citizen by Consultant or Consultant's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, gender identity or sexual orientation will not be tolerated. Consultant agrees that any and all violations of this provision shall constitute a breach of this Agreement.

9. **INDEMNIFICATION/HOLD HARMLESS:**

Consultant shall indemnify, defend, and hold harmless the Owner, its general partners, lenders, investors, partners, legal representatives, successors and assigns, and their respective officers, officials, employees, contractors and agents (“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 Lakehurst and Mosley LP by certified mail.”

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

An endorsement naming Owner and any and all lenders, investors, and partners, if requested, as additional insured shall be submitted with the insurance certificates.

A. **COVERAGE:**

Consultant shall maintain the following insurance coverage:

(1) **Workers’ Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

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

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

(3) **Automotive:**

Comprehensive automobile liability coverage in the following minimum limits:

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

OR

Combined Single Limit:	\$1,000,000	per accident
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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:**

Mosley and Mabuhay LP, ICD Mosley LLC, Island City Development, City of Alameda, State of California Department of Housing and Community Development, Housing Authority of the City of Alameda, Alameda Affordable Housing Corporation, and Bank of Marin 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 J. H. Fitzmaurice, Inc.; HKIT Architects; Carlson, Barbee, and Gibson, Inc.; ENGEO Incorporated; and those people and subcontractors performing under the Construction Contract 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. **ENFORCEMENT OF THE CONSTRUCTION CONTRACT WITH J.H. FITZMAURICE, INC.:**

The parties hereto agree that the Owner shall have, and is hereby assigned, the right of the Consultant to enforce the provisions of the Construction Contract and all documents related thereto in the event, as determined by the Owner, in its sole discretion, that the Consultant fails, refuses, or is otherwise unable to enforce them. The Owner shall notify the Consultant, in writing, of its determination to effect this assignment, specifying the reasons therefor, at least fifteen (15) days prior to the Owner's undertaking any such action.

15. **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.

16. **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.

17. **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.

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 Owner shall be addressed to Owner at:

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

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

Housing Authority of the City of Alameda  
701 Atlantic Avenue  
Alameda, CA 94501-2161  
Attention: Vanessa Cooper  
Phone: 510-747-4300                      Email: [vcooper@alamedahsq.org](mailto:vcooper@alamedahsq.org)

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

Consultant agrees and acknowledges that smoking of tobacco products, drinking alcoholic beverages, and listening to radios is prohibited at any 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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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 – Project Milestones
- iv. Exhibit D – Insurance Requirements for Consultants

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the 8th of May 2024.

**Owner:**

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

**Consultant:**

HOUSING AUTHORITY  
OF THE CITY OF ALAMEDA,  
a public body, corporate and politic

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Vanessa M. Cooper  
President

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Vanessa M. Cooper  
Executive Director

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

The Housing Authority of the City of Alameda (“AHA” or “Consultant”) is the property owner and master developer of the 12-acre North Housing site generally located at 501 Mosley Avenue, Alameda, CA 94501. AHA has performed or will perform the following work to prepare the site for the future North Housing Block A housing developments, and the Scope of Services shall mean the following work to the extent located on the site of the Project:

1. Ground improvements in the form of soil stabilization per AIA A102-2017, AIA A201-2017, and respective contract exhibits between AHA and J.H. Fitzmaurice, Inc. dated August 9, 2023 for the “North Housing Block A Soil Stabilization” project under JHF Job No. 23849. Work is expected to be completed by March 31, 2024.
2. Ground improvements in the form of offsites work per AIA A102-2017, AIA A201-2017, and respective contract exhibits between AHA and J.H. Fitzmaurice, Inc. dated January 12, 2024 for the “North Housing Block A Offsites” project under JHF Job No. 23845. Work is expected to be completed by December 31, 2025.
3. Housing Development services, including project management and construction administration of the North Housing Block A soil stabilization or site preparation activities (demolition, excavation, and ground improvements) per Consultant Services Agreement between AHA and HKIT Architects, Inc. dated October 1, 2023.
4. Geotechnical services per Consultant Services Agreement between AHA and ENGEO Incorporated dated December 1, 2021, Amendment No.1 dated March 21, 2022, 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, and Amendment No. 7 dated December 1, 2023.
5. Any additional work required to prepare the site for the future housing developments, as agreed upon by the Owner and Consultant.

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

The table below outlines the pro rata share of costs attributable to the project.

**UPDATED NH MASTERPLAN COSTS**  
**Original and 2025 Planned Costs**

<b>Original Uses</b>	<b>Amount</b>	<b>The Estuary I</b>	<b>Linnet Corner</b>	<b>The Estuary II</b>
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<b>2025 Anticipated Uses</b>				
	<b>Amount</b>	<b>The Estuary I</b>	<b>Linnet Corner</b>	<b>The Estuary II</b>
Soil offhaul	\$2,000,000.00	\$460,000.00	\$1,200,000.00	\$340,000.00
Contingency	\$1,000,000.00	\$230,000.00	\$600,000.00	\$170,000.00
<b>Total</b>	<b>\$11,551,138.00</b>	<b>\$2,769,519.07</b>	<b>\$6,639,696.14</b>	<b>\$2,141,922.79</b>

The not-to-exceed amount for this contract is \$2,141,922.79.

**EXHIBIT C**  
**PROJECT MILESTONES**

50% Completion of Construction Contracts

January 1, 2026

90% Completion of Construction Contracts

October 1, 2026

**EXHIBIT D**  
**INSURANCE REQUIREMENTS FOR CONSULTANTS**  
(Cyber/tech optional, not to be used for construction contracts)

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

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. For consultants interacting with the public or with tenants, coverage must include coverage for discrimination, harassment, and fair housing claims under DFEH and HUD.
- **Automobile Liability:** ISO Form Number CA 00 01 coverage any auto (Code 1), or if Consultant has no owned autos, hired (Code 8) and non-owned autos (Code 9) with limit no less than \$1 million for bodily injury and property damage. This requirement does not apply if no motor vehicles are used in providing services under the contract.
- **Workers’ Compensation,** as required by the State of California, with Statutory Limits and Employers’ Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. This requirement does not apply to sole proprietors.
- **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 in the aggregate. For consultants interacting with the public or with tenants, coverage must include coverage against discrimination, harassment, and fair housing claims under DFEH and HUD. If cover age is provided on a claims-made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of the contract work; insurance must be maintained, and evidence of coverage must be provided for at least five (5) years after completion of the contract of work. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
- **IF APPLICABLE: Cyber Liability Insurance:** Coverage is required if the vendor/consultant is accessing, collecting, storing, or transferring Personally identifiable Information or medical information on staff, tenant, applicants etc.). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic

information. The policy shall provide coverage for breach response costs, regulatory fines, and penalties as well as credit monitoring expenses with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. This requirement does not apply if the consultant will not be accessing or storing AHA data subject to privacy regulations under Federal or state law, including but not limited to PII, PCI, and PHI, providing software, or accessing AHA information technology systems.

- **IF APPLICABLE: Technology Professional Liability:** Coverage is required if the vendor/consultant is providing software or a technology services (data storage, website design, etc.). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving media liability and infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, security and privacy liability that include invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits no less than \$2,000,000 per occurrence or claim, \$4,000,000 in the aggregate. For consultants interacting with the public or with tenants, coverage must include coverage against discrimination, harassment, and fair housing claims under DFEH and HUD. If coverage is provided on a claims-made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of the contract work; insurance must be maintained, and evidence of coverage must be provided for at least five (5) years after completion of the contract of work. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
  - The Policy shall include or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of the electronic data and/or information "property" of Owner in the care, custody, or control of the Consultant. If not covered under the Consultant's liability policy, such "property coverage of Owner may be endorsed onto the Consultants Cyber Liability Policy as follows:
  - Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, destruction of electronic data and/or information "property" of Owner that will be in the Care, custody, or control of Consultant.

If the consultant maintains broader coverage and/or higher limits than the minimums shown above, Owner requires and shall be entitled to the broader coverage and/or the higher limits maintained by the consultant. The insurance limits required by Owner are not represented as being sufficient to protect Consultant. Consultant is advised to consult Consultant's insurance broker to determine adequate coverage for Consultant.

#### **OTHER INSURANCE REQUIREMENTS:**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- **Additional Insured Status:** Bank of America, N.A., its successors and assigns, Wincopin Circle LLP and its successors, assigns, and transferees, California Community Reinvestment Corporation, a California nonprofit public benefit corporation, its successors and assigns, The Banc of America Housing Fund XVII Limited Partnership, LLLP, City of Alameda, U.S. Bank National Association, a

national banking association, its successors and assigns, State of California Department of Housing and Community Development, California Municipal Finance Authority, a joint exercise of powers agency duly organized and existing under the laws of the State of California, Bank of Marin, and Housing Authority of the City of Alameda and its affiliates, Alameda Affordable Housing Corporation, Island City Development, ICD Lakehurst LLC and its Subsidiaries, and their departments, their respective directors, officers, Boards of Commissioners, employees, designated volunteers, elected or appointed officials, (AHA), are to be covered as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used.

- **Primary Coverage:** For any claims related to this contract, the Consultant's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects Owner, its general partners, lenders, investors, partners, successors or assigns. Any insurance or self-insurance maintained by Owner, its general partners, lenders, investors, partners, successors or assigns shall be excess of the Contractor's insurance and shall not contribute to it.
- **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to Owner.
- **Self-Insured Retentions:** Self-insured retentions must be declared and approved by Owner. Owner may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Owner.
- **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to Owner.
- **Verification of Coverage:** Consultant shall furnish Owner with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause, and a copy of the Declarations and Endorsement page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- **Subcontractors:** Consultant shall pass down the insurance obligations contained herein to all tiers of subcontractors working under the contract.
- **Notification of claims:** The Proposer agrees to notify Owner in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the contract as soon as practicable, but no later than three (3) business days after their first knowledge of such claim or event.
- **Special Risks or Circumstance:** Owner reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.