



Housing Authority  
of the  
City of Alameda

**PHONE:** (510) 747-4300  
**FAX:** (510) 522-7848  
**TTY/TRS:** 711

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701 Atlantic Avenue • Alameda, California 94501-2161

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## **Request for Bids for Prevailing Wage Labor Compliance Monitoring Services**

Housing Authority of the City of Alameda (AHA), Island City Development (ICD), and Alameda Affordable Housing Corporation (AAHC) monitor projects and improvements on property that are subject to federal, state, and local prevailing wage and workforce requirements. AHA and its affiliates are seeking bids from qualified firm(s) for prevailing wage labor compliance monitor services. AHA and its affiliates are seeking to execute an agreement for each entity.

AHA's Labor Compliance effort ensures that construction laborers are paid prevailing wages as outlined in the Davis-Bacon Wage Rate Act, and associated HUD regulations. In order to assure compliance with the law, AHA is requesting services such as construction site visits, construction worker interviews, review certified payroll records for accuracy, and resolution of payment discrepancies. Successful Consultant must have extensive experience monitoring and reporting prevailing wages, certified payrolls, on-site monitoring, investigations, payroll audits, labor laws, labor unions, apprentice program requirements, and other requirements to ensure compliance.

**Priority consideration will be given to those submissions that meet the desired qualifications and are submitted by 4:00 pm on May 25, 2023.** *Additional submissions from qualified bidders will be accepted after the priority submission deadline and prioritized based on date received until May 31, 2023.* A list of qualified consultants will be created from this solicitation for the current and multiple upcoming projects. AHA and its affiliates have immediate needs for consultants and will be reviewing the initial submissions immediately following the priority deadline. Execution of the contract(s) and project initiation is expected no sooner than June 2023. For more information about AHA and upcoming projects visit [www.alamedahsg.org](http://www.alamedahsg.org).

Please return all requested attachments to Tony Weng at [Tweng@alamedahsg.org](mailto:Tweng@alamedahsg.org) and CC Joseph Nagel at [Jnagel@alamedahsg.org](mailto:Jnagel@alamedahsg.org) . Questions should be directed to Tony Weng.

### **Attachments:**

- Attachment A: Contact Information
- Attachment B: Construction Project Details
- Attachment C: Cost Proposal
- Attachment D: Submission & Attachments Checklist
- Attachment E: Scope of Work
- Attachment F: Insurance Requirements

**Attachment A: Contact Information**

Name of Firm:	
Principal's Name:	
Type of firm/corporation:	
Address:	
Phone:	
Email:	
Website:	



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**Attachment B: Construction Project Details**

The following projects have advanced in consideration for funding under the AHA and its affiliates:

Project	Lead Staff	Construction Type	Construction Amount	Construction Term	Start of Construction	Wages	Project Details
Webster Street Hotel Conversion	Joseph Nagel	Tenant improvements	\$2,000,000	4.5 months	10/1/2023	Federal and State	Work will include 4-5 separate contractors: design build roofer, solar installation, low voltage, and a TI contractor for one set of architectural TI plans.
ABD Plaza	Joseph Nagel	Tenant improvements	\$1,500,000	4 months	8/1/2023	Federal and State	Work will include 1 contractor, multiple trades: Carpenters, Painters
NH Block A Ground Improvements	Tony Weng	New construction	Estimated \$4 million	4 months	6/1/2023	Federal and State	AHA as the landowner to perform ground improvements at North Housing Block A in preparation for future residential housing developments. Approximately 4 months during the summer of 2023. One general contractor with 3-5 subcontractors.
The Estuary I	Tony Weng	New construction	Estimated \$25 million	22 months	2/1/2024	Federal and State	One general contractor with about 30-40 subs.
Linnet Corner	Email Tony for Info	New construction	Estimated \$28 million	22 months	7/1/2024	Federal and State	One general contractor with about 30-40 subs
The Estuary II	Tony Weng	New construction	Estimated \$21 million	19 months	11/1/2024	Federal and State	One general contractor with about 30-40 subs.



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**Attachment C: Cost Proposal**

Please provide a price per hour for each Consultant:

Consultant	2023	2024	2025	2026	2027
(Add name and title)					

Other fees (please specify):

Type of Fee	Explanation of Fee

**Attachment D: Submission and Attachments Checklist**

Please initial each item:

I am submitting a response to the request for bids for prevailing wage compliance services issued May 11, 2023

- \_\_\_ I have attached an overview of my company’s experience and qualifications for the role.
- \_\_\_ I confirm I have read the solicitation and understand that work will be assigned based on discrete jobs and requests will be made by AHA staff in writing.
- \_\_\_ I will provide a monthly invoice no later than the 15<sup>th</sup> of the month for the month prior that includes details for each 2-hour block. I may be asked to invoice separately for specific projects, but separate project work will be delineated on each invoice.
- \_\_\_ I have read and completed the conflict of interest policy found at <https://form.alamedahsg.org/Forms/A4Gpo>. Please select Yes or No if you have indicated any conflicts of interest. Yes \_\_\_ No \_\_\_.
- \_\_\_ I have read the travel expense guidelines.
- \_\_\_ I have reviewed the sample contract and have no changes.  
**OR** propose the following changes.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_ I have reviewed and can meet the insurance requirements identified in Attachment F.
- \_\_\_ I understand the maximum duration of the contract is 5 years.

## **Attachment E: Scope of Services**

Please provide the prevailing wage and compliance monitoring services your company will offer for the below projects:

- Webster Street Hotel Conversion**
- ABD Plaza**
- NH Block A Ground Improvements**
- Linnet Corner**
- The Estuary I**
- The Estuary II**

## **Attachment F: Insurance Requirements**

Prior to any individual contract award (but not as a part of the proposal submission) the successful Proposer will be required to provide the following during the term of the contract:

**Insurance:** 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.

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



Consultant's insurance broker to determine adequate coverage for Consultant.

**Additional Insured Status:** The Housing Authority of the City of Alameda and its affiliates, Alameda Affordable Housing Corporation and Island City Development and its Subsidiaries, and their departments, their respective directors, officers, Boards of Commissioners, employees, designated volunteers, elected or appointed officials, (AHA), are to be covered as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used.

**Primary Coverage:** For any claims related to this contract, the Consultant's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects AHA, its officers, officials, Board of Commissioners, employees, and volunteers. Any insurance or self-insurance maintained by AHA, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

**Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to AHA.

**Self-Insured Retentions:** Self-insured retentions must be declared and approved by AHA. AHA 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 AHA.

**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 AHA.

**Verification of Coverage:** Consultant shall furnish AHA 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. AHA 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 AHA 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:** AHA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.

- A. If applicable, a copy of the Proposer's license issued by the State of California licensing authority allowing the Proposer to provide the services detailed herein.
- B. All Proposers shall be eligible to conduct business in the State of California and the City of Alameda and shall provide evidence of such eligibility if requested by AHA.

**PROPOSER'S STATEMENT**

The undersigned Proposer hereby states that by completing and submitting this form and all other documents within this proposal, they are verifying that all information provided herein is, to the best of their knowledge, true and accurate, and that if the AHA and/or its affiliates discovers that any information entered herein to be false, such shall entitle the AHA and its affiliates to not consider or make award or to cancel any award with the undersigned party.

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

(Electronic signature is permitted such as DocuSign)