



Housing Authority
of the
City of Alameda

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701 Atlantic Avenue • Alameda, California 94501-2161

REQUESTS FOR BIDS – LANDSCAPING SERVICES

November 30, 2023

The Housing Authority of the City of Alameda (AHA) is requesting bids for routine landscaping maintenance services for various properties.

General Requirements

Contractors submitting proposals for professional landscaping services must meet the following minimum qualifications:

- Contractor must provide written proof of possession of a California C- 27 contractor's license authorized by the State of California in good standing for a minimum of five (5) consecutive years.
- Contractor shall be knowledgeable regarding City regulations and will maintain compliance with any relevant City regulations related to landscaping services, including the City of Alameda's ban on gas-powered leaf blowers.
- Contractor must have assigned to the work at least one (1) employee possessing a California State Chemical Applicator's License for the control of weeds, plant diseases and other pests.
- Contractor must assign at least one (1) employee who has successfully completed the Pollution Prevention Training & Certification Program for Surface Cleaners issued by the Bay Area Stormwater Management Agencies Association (BASMAA).
- Contractor shall assign at least one (1) employee who is a Certified Irrigation Contractor (Irrigation Association).
- Contractor shall assign at least one (1) employee who is a Certified Arborist or Certified Tree Worker (International Society of Arboriculture).
- Contractor shall assign at least one (1) employee who has experience or training in Integrated Pest Management (IPM) techniques.
- Contractor shall assign at least one (1) employee who has experience or training in Bay-Friendly Landscaping guidelines and practices. Contractor shall always exercise necessary precautions to provide for the protection of the public and employees. Bay-Friendly Landscaping emphasizes Integrated Pest Management (IPM) practices to control pests and diseases in the landscape. IPM uses cultural, mechanical, physical, and biological control methods before using pesticides.

- Contractor shall provide written proof of certification for the above referenced requirements.
- Contractor shall provide the authorized representative with a phone number where a message can be left for the Contractor 24 hours a day. An answering machine connected to the contractor's normal phone line is an acceptable method of meeting this requirement. The successful Contractor (Contractor) shall check for messages left at this phone number every 24 hours or less.
- The Contractor shall make a thorough examination of the current conditions at the site. The Contractor shall make a list of all landscape items at the site that they believe are broken, missing, not healthy, or otherwise are not in compliance with these specifications. A copy of this list, along with an additional itemized quote for correcting each item, shall be handed in with the bid for the landscape maintenance of all sites.
- By the act of submitting a bid on this work, the Contractor shall be considered to have examined both the identified landscape zones and the specifications included in this document, and to have thoroughly familiarized himself/herself with the scope of the required work.
- All additional requests requiring payment outside of the established monthly costs must be received by the authorized AHA representative in writing. The Contractor shall not start work until the request for additional work has been approved, in writing, by the AHA authorized representative. Failure to obtain advance approval before starting the work may result in non-payment or delays in processing payment. Emergency repairs may be made without authorization when the immediate repairs are necessary to protect the health, safety, or welfare of the public, or immediate repairs are needed to prevent additional property damage. In these situations, immediate repairs may be made as needed to protect the public or stabilize the situation; and the contractor should immediately notify the AHA representative. Additional payment for the work will be negotiated with the Contractor by the AHA representative, unless otherwise noted.

Work Schedule:

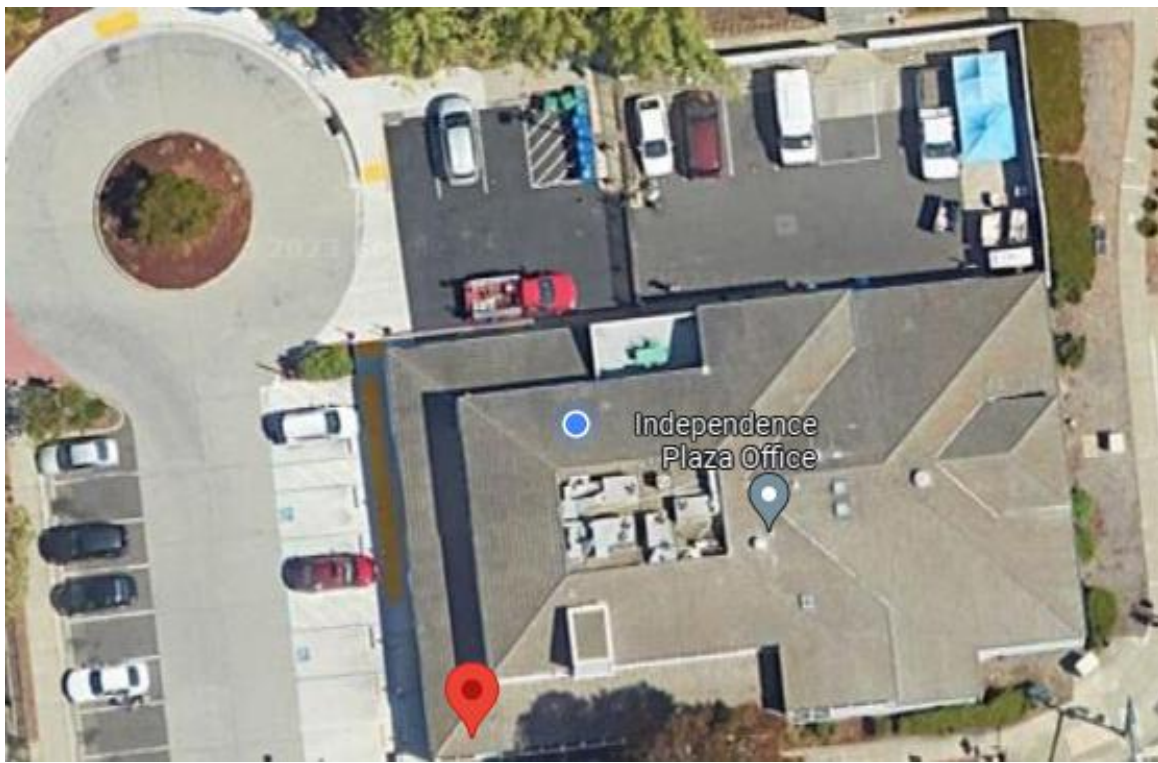
- Contractor is to provide AHA with a weekly work schedule describing the work to be performed at each site. The contractor must provide an after hours emergency contact number in case urgent service is necessary.
- The Contractor shall conduct all operations during the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday, unless otherwise approved AHA. Contractor may not work on any AHA observed Holidays. AHA shall provide a list of observed Holidays prior to commencement of these services.
- Any non-emergency work that may be deemed hazardous or disruptive (i.e., chemical spraying, tree pruning, etc.) shall be scheduled at least two (2) weeks in advance with AHA approval. For emergency work, Contractor must obtain written approval from AHA prior to commencing work.

- AHA reserves the right to change schedules for special events, conflicts with adjacent property owners or tenants within five (5) working days advance notice.

AHA Properties:

*It is the responsibility of the Contractor to review the sites below prior to submission of the proposal to determine the hours of work and monthly cost. **There will be an optional Pre-Bid Meeting for North Housing and The Popular properties.**

Property	Unit Count	Address
AHA Administration Office	N/A- Office	701 Atlantic Ave Alameda, CA 94501



Property	Unit Count	Address	Pre-Bid Meeting
**North Housing	N/A- development in process	501 Mosley Avenue Alameda, CA 94501	December 12, 2023 @ 11:00am



Property	Unit Count	Address
Esperanza	120	1903 Third St Alameda, CA 94501



Property	Unit Count	Address	Pre-Bid Meeting
The Poplar	40-50	2615 Eagle Avenue Alameda, CA 94501	December 12, 2023 @ 12:00pm



SCOPE OF WORK:

****NORTH HOUSING:**

Groundskeeping:

- Cut/mow up to 12 acres of vegetation including grasses and weeds every two weeks to a maximum height of 3"
- Prune overgrown shrubs, bushes, climbing vines, and ivy plants.
- Collect all cuttings and green waste and dispose of off-site.
- Pick-up and remove litter trash, and debris from illegal dumping and dispose of off-site. Use of equipment to move/load may be required. Dump fees included. This is not to include any demolition or construction debris produced by construction or demolition activities.

AHA ADMINISTRATION OFFICE, ESPERANZA, AND THE POPLAR:

Turf Management:

A. Standards for Health and Appearance:

Turf shall be maintained to sustain an attractive appearance, and good health with deep roots uniform green color, and uniform density with no bare spots.

B. Protect Environmental Resources:

Turf shall be maintained using materials and methods that protect environmental quality and human health, conserve water and energy, minimize waste, and reuse and recycle materials to the fullest extent possible.

C. Mowing and Edging:

1. Turf shall be mowed weekly to maintain a neat appearance and healthy growth.
2. Grasscycling shall be employed for all turf areas (see A Bay-Friendly Landscaping Guide to Grasscycling, available at www.BayFriendly.org). Grasscycling requires an integrated management system of irrigation, mowing height, and mowing frequency.

Key components are:

- Mow weekly during the growing season.
- Mow when the turf is dry; at least on the day following irrigation.
- Maintain equipment to keep blades sharp and balanced; usually sharpen once a week. Keep area under the mower deck clean. Mulching mowers are more effective, but not required for grass-cycling.
- Leave clippings on the turf. A second pass over clumps or windrows may be necessary if clippings are long. Clipping may not be left on turf in clumps or windrows.
- Seasonal rains may require temporarily halting of grass-cycling because of excessive moisture.

- The clippings must be picked up and used as mulch or transported to a plant debris recycling facility. Do not use grass clippings as mulch if an herbicide has been applied to the turf.
3. Turf will be mowed at a height appropriate for the species of turf:

a. Tall fescue	2-3"
b. Bluegrass, ryegrass, red fescue	1.5-2.5"
c. Dichondra, bermudagrass	0.5-1.0"
 4. Turf will be cut with appropriately sized equipment which will give a neat appearance without rutting, sliding over or scalping the turf.
 5. Mowing patterns will be changed weekly to avoid rutting.
 6. Turf areas adjacent to pavements shall be edged on a vertical plane every other mowing
 7. A string trimmer or shears shall be used to trim around valve boxes, header boards, etc. in the turf, on a regular basis to maintain a neat appearance.
 8. Turf shall be maintained away from the base of features in the turf at the following distances:

a. Trees	24"
b. Signs and similar features	4"
c. Buildings and other structures	4"
 9. Clippings will be removed from paved surfaces the day of the mowing and edging.
 10. Contractor shall take care to avoid damaging plants, equipment, signs, buildings, vehicles, etc. during turf maintenance operations. Any trees which have more than 50% of the circumference of the trunk tissue removed or damaged by string trimmers or mowers shall be considered destroyed and shall be replaced at the Contractor's expense with like species and size.

D. Leaf Litter:

1. Mulch leaf litter with mowers as needed throughout the fall and winter months. Large concentrations of leaves may require pickup. Rakes are preferred for leaf litter removal over blowers.
2. Leaf litter will not be allowed to accumulate to the point that it will damage or kill turf.
3. Leaf litter that is removed from turf will be either chopped and used on-site or transported to a plant debris recycling facility.

E. Aerating and De-thatching:

1. Aerate turf in traffic areas once a year. Aerate turf in low use areas every two years. Use equipment with hollow tines that removes a soil core. Top dress with ¼ inch fine compost. Overseed to fill in thin spots and to crowd out weeds.
2. De-thatch turf when thatch accumulates to a one-half inch thickness by cutting with a vertical mower. Thatch shall be raked and either composted for use elsewhere or transported to a green waste recycling facility.
3. Aeration and de-thatching activities should be scheduled to coincide with active growth period of the turf species, avoid hot weather conditions, and avoid peak time of crabgrass and other weed seed germination.

F. Water Management:

1. Turf shall be irrigated to provide adequate water to maintain an attractive, green,

healthy turf, and moderate growth rate during its growing season, without stimulating excessive growth rates.

2. The water budget approach to irrigation scheduling shall be used to match turf need with water application and avoid over-irrigation.
3. Irrigation frequency under normal conditions should not exceed three times per week.

G. Soil and Nutrition Management:

1. Contractor shall incorporate composted organic amendments into soil prior to planting annuals or replanting damaged turf or ground cover.
2. Fertilization shall be managed to provide moderate, not excessive, turf growth, and to avoid polluting surface and ground waters. Grass cycling reduces the fertilization requirement of turf grass by 15-20%.
3. Fertilizer applications are to be made on a prescription basis only when soil and/or plant tissue analyses identify specific deficiencies. For plan to apply approximately 3.5-4.5 lbs. of actual nitrogen to cool season grasses per year in four applications. Include the available nitrogen from grass cycling and applying compost as topdressing in the calculations of actual nitrogen.
4. Contractor shall select fertilizers that are released over a period of time, are predominantly organic and derived from natural sources, are produced locally, and will not pollute surface and ground water when properly used to provide primary nutrient needs of turf.

H. Pest Management:

1. Contractor is responsible for monitoring turf to identify and assess pest problems, and for taking action to control pests that affect turf health and appearance when pest populations or damage exceed established thresholds.
2. Contractor shall employ integrated pest management procedures.
3. Contractor shall select pest controls to provide adequate pest control without harming non- target organisms, or negatively affect air and water quality and public health. Pest management shall rely first on cultural, mechanical, physical, and biological control methods. Chemical controls may be applied only when monitoring indicates that preventative and non- chemical methods are not keeping pests below acceptable levels. When pesticides are required, the least toxic and the least persistent pesticide that will provide adequate pest control will be applied. Pesticides may not be applied on a prescheduled basis.
4. Contractor may not apply restricted chemicals that may harm water resources.

Ground Cover:

A. Standards for Health and Appearance:

1. Ground covers shall be maintained to sustain an attractive, healthy, normal color for the species, and uniform density with no bare spots. Ground covers shall be kept free of trash and debris.

B. Protect Environmental Resources:

Ground cover shall be maintained using materials and methods that protect environmental quality and human health, conserve water and energy, minimize waste, and reuse and recycle materials to the extent possible.

C. Edging and Mowing:

1. Ground covers shall be trimmed on a regular basis to maintain pavements and other features clear of vegetation.
2. The edge of woody ground covers (e.g. rosemary, cotoneaster) shall be maintained by pruning individual branches or stems to interior lateral branches a minimum of 6" and maximum of 12" from the edge of pavement.
3. The edge of herbaceous ground covers (e.g. hypericum) may be maintained using turf edging equipment.
4. When ground covers become excessively woody or develop thatch in excess of 4", the Contractor shall prune the planting severely to rejuvenate it. For most woody ground covers, prune to approximately 6-8" height. Herbaceous ground covers may be mowed at an appropriate height, generally 4-6". This treatment shall only be applied in the late winter/early spring when ET is low, and regrowth will occur quickly.
5. Handling of plant debris:
 - Contractor is encouraged to chip all vegetative materials use on site as mulch and/or compost and use as soil amendment. If ground cover prunings must be removed from site, they must be kept free of other types of inorganic debris and transported to a local composting facility or transfer station that offers a separate processing (and often discounts) of plant debris for composting.

D. Mulching:

1. Contractor shall maintain a minimum of 2" of coarse organic mulch at all times over bare soil areas that are not covered by ground cover. Mulch shall be applied so that it is below grade (curb, edging, etc.) by half an inch. Some additional grading preparation and grading of areas adjacent to sidewalks or edging, etc. may be required to keep the finish grade of the mulch at an appropriate level. Mulch materials shall be chipped or shredded plant debris wood chips from pruning operations. When available, utilize chipped plant prunings generated on-site.

E. Water Management:

1. Ground cover shall be irrigated to provide adequate water to maintain an attractive, green, healthy plants, and moderate growth rate during its growing season.
2. The water budget approach to irrigation scheduling shall be used to match ground cover need with water application and avoid over-irrigation.

F. Soil and Nutrition management:

1. Contractor shall incorporate composted organic amendments into soil prior to planting annuals or replanting damaged turf or ground cover.
2. Fertilization shall be managed to provide moderate, not excessive, growth, and avoid polluting surface and ground waters.
3. Fertilizer applications are to be made on a prescription basis only when soil and/or plant tissue analyses identify specific deficiencies. Plan to apply 1-2 lbs. of actual nitrogen to ground cover areas in two applications annually.
4. Contractor shall select fertilizers that are released over a period of time, predominately are organic and derived from natural sources, are produced locally, and will not pollute surface and ground water when properly used to provide primary nutrient needs of the ground cover.

G. Pest management:

1. Contractor is responsible for monitoring ground cover to identify, assess pest problems and taking action to control pests that affect ground cover health and appearance when pest populations or damage exceed established thresholds.
2. Contractor shall employ integrated pest management procedures.
3. Contractor shall select pest controls to provide adequate pest control without harming non- target organisms, or negatively affect air and water quality and public health. Pest management shall rely first on cultural, mechanical, physical, and biological control methods. Chemical controls may be applied only when monitoring indicates that preventative and non- chemical methods are not keeping pests below acceptable levels. When pesticides are required, the least toxic and the least persistent pesticide that will provide adequate pest control will be applied. Pesticides may not be applied on a prescheduled basis.
4. Contractor shall not apply restricted chemicals that may harm water resources.

Shrubs

- A. Standards for Health and Appearance:

Shrubs shall be maintained to sustain an attractive and healthy plant that is characteristic for the species.
 - B. Protect Environmental Resources:

Shrubs shall be maintained using materials and methods that protect environmental quality and human health, conserve water and energy, minimize waste, and reuse and recycle materials to the extent possible.
 - C. Pruning:
 1. Selective pruning:
 - a. Shrubs shall be pruned selectively only as necessary to enhance their natural shape.
 - b. Where plant size must be controlled because of inadequate space for the plant, prune to reduce size by cutting individual branches or stems to interior lateral branches at appropriate locations
 2. Hedging and shearing:
 - a. Existing hedges that have been maintained by shearing in the past and that do not have adequate space to grow to mature plant size can continue to be maintained by shearing. Suggest to AHA alternative plantings to these existing hedges that can be maintained in their natural shape for future renovations
 - b. For hedges that have not yet been maintained by shearing, shearing of plants into formal shapes shall be avoided as this destroys the natural form of the plant and generates excessive waste.
 - i. Plants having adequate space for development shall instead be selectively pruned on an as needed basis.
 - ii. Where plant size must be controlled because of inadequate space for the plant, prune to reduce size by cutting individual branches or stems to interior lateral branches at appropriate locations. Contractor will notify AHA where hedges could be replaced with size-appropriate plants to eliminate requirement for shearing.
 3. Trimmings generated by pruning shall either be chipped and used as mulch on the site or transported to a plant debris recycling facility.
- D. Mulching:

1. Contractor shall maintain a minimum of 2" of coarse organic mulch at all times over bare soil areas surrounding shrubs. Mulch shall be applied so that it is below grade (curb, edging, etc.) by half an inch. Some additional grading preparation and grading of areas adjacent to sidewalks or edging, etc. may be required to keep the finish grade of the mulch at an appropriate level. Mulch materials shall be chipped or shredded composed green waste, wood chips from pruning operations, or chipped landscape prunings generated on-site.
 2. Sheet mulching shall be employed at installation, where possible.
- E. Water Management:
1. Shrubs shall be irrigated to provide adequate water to maintain an attractive, healthy plants, and moderate growth rate during their growing season.
 2. The water budget approach to irrigation scheduling shall be used to match shrub need with water application and avoid over-irrigation.
- F. Soil and Nutrition Management:
1. Fertilization shall be managed to provide moderate, not excessive, growth, to and avoid polluting surface and ground waters.
 2. Fertilizer applications are to be made on a prescription basis only when soil and/or plant tissue analyses identify specific deficiencies. Additional fertilization of mature shrubs maintained with mulch may not be necessary.
 3. Contractor shall select fertilizers that are released over a period of time, predominantly are organic and derived from natural sources, are produced locally, and will not pollute surface and ground water when properly used to provide primary nutrient needs of the ground cover.
- G. Pest Management
1. Contractor is responsible for monitoring shrubs to identify, assess pest problems and taking action to control pests that affect shrub health and appearance when pest populations or damage exceed established thresholds.
 2. Contractor shall employ integrated pest management procedures.
 3. Contractor shall select pest controls to provide adequate pest control without harming non- target organisms, or negatively affect air and water quality and public health. Pest management shall rely first on cultural, mechanical, physical, and biological control methods. Chemical controls may be applied only when monitoring indicates that preventative and non- chemical methods are not keeping pests below acceptable levels. When pesticides are required, the least toxic and the least persistent pesticide that will provide adequate pest control will be applied. Pesticides may not be applied on a prescheduled basis.
 4. Contractor shall not apply restricted chemicals that may harm water resources.

Trees

- A. Standards for Health and Appearance:
- Trees shall be maintained to sustain an attractive, healthy and structurally stable plant that is characteristic for the species.
- B. Protect Environmental Resources:
- Trees shall be maintained using materials and methods that protect environmental quality and human health, conserve water and energy, minimize waste, and reuse and recycle materials to the extent possible.

C. Pruning:

1. All pruning shall be in accordance with the Best Management Practices for Pruning (International Society of Arboriculture, 2002) and adhere to the most recent editions of the American National Standard for Tree Care Operations (Z133.1) and Pruning (A300).
2. Trees shall be pruned in the following manner:
 - a. Clear the crown of diseased, crossing, weak and dead branches. Trees shall not be routinely thinned.
 - b. Provide 14' vertical clearance over roads, 8' over walkways.
 - c. Reduce end weight on heavy, horizontal branches
 - d. Create a strong central trunk with lateral branches spaced vertically and horizontally.
 - e. Interior branches shall not be stripped out.
 - f. No more than 20% of live foliage shall be removed within the trees.
 - g. Trees shall not be climbed with spurs.
 - h. Branch removal or reduction cuts (thinning cuts) are to be employed rather than heading cuts. Trees shall not be topped or headed back.
 - i. No green palm fronds shall be removed above a horizontal line drawn across the base of the crown.
3. Pruning operations shall be conducted in a manner that does not damage surrounding and under story plants and structures.

D. Staking:

1. Tree stakes, ties and guys shall be checked regularly to ensure trees are not being damaged. Adjust ties and stake as necessary to prevent girdling and wounding.
2. If new ties are needed to secure tree to stake, use ties composed of recycled materials. The tie must be broad, have a smooth surface where it contacts the trunk, and provide some elasticity. Wire covered with hose, tubing or other materials, and covered electrical wire are not acceptable materials.

E. Mulching:

1. Contractor shall maintain a minimum of 2" of coarse organic mulch at all times over bare soil areas surrounding trees taking care not to place mulch against trunks. Mulch shall be applied so that it is below grade (curb, edging, etc.) by half an inch. Some additional grading preparation and grading of areas adjacent to sidewalks or edging, etc. may be required to keep the finish grade of the mulch at an appropriate level. Mulch materials shall be chipped or shredded plant debris and/or wood chips from pruning operations. When available, utilize chipped landscape prunings generated on-site.
2. Sheet mulching shall be employed at installation, where possible.

F. Water Management:

1. Trees shall be irrigated to encourage deep root growth and to provide adequate water to maintain an attractive, healthy plants, and a moderate growth rate during their growing season.
2. The water budget approach to irrigation scheduling shall be used to match shrub need with water application and avoid over-irrigation.

G. Soil and Nutrition Management:

1. Fertilization shall be managed to provide moderate, not excessive, growth, and to avoid polluting surface and ground waters.
2. Fertilizer applications are to be made on a prescription basis only when soil and/or plant tissue analyses identify specific deficiencies. Additional fertilization of mature trees may not be necessary.
3. Contractor shall select fertilizers that are released over a period of time, are predominantly organic and derived from natural sources, are produced locally, and will not pollute surface and ground water when properly used to provide the primary nutrient needs of the tree.

H. Pest management:

1. Contractor is responsible for monitoring trees to identify, assess pest problems and taking action to control pests that affect tree health and appearance when pest populations or damage exceed established thresholds.
2. Contractor shall employ integrated pest management procedures.
3. Contractor shall select pest controls to provide adequate pest control without harming non- target organisms, or negatively affect air and water quality and public health. Pest management shall rely first on cultural, mechanical, physical, and biological control methods. Chemical controls may be applied only when monitoring indicates that preventative and non- chemical methods are not keeping pests below acceptable levels. When pesticides are required, the least toxic and the least persistent pesticide that will provide adequate pest control will be applied. Pesticides may not be applied on a prescheduled basis.
4. Contractor may not apply restricted chemicals that may harm water resources.

Hardscape

A. Debris removal and clean-up:

1. Contractor shall keep all hardscape areas, walkways, building entries and exits free from trash and debris.

B. Surface cleaning:

1. Contractor will clean hard surfaces as needed to remove accumulation of sediment, dirt, moss or other materials that distracts from the visual impact of the area or creates a safety hazard. Cleaning methods must be consistent with the Bay Area Stormwater Management Agencies Association (BASMAA) criteria.

C. Root interference:

1. Potential root damage to hardscapes shall be reported to AHA. Corrective action will be determined and directed as an extra service.

COST OF PROPOSED SERVICES

*It is the responsibility of the Contractor to review the sites below prior to submission of the proposal to determine the hours of work and monthly cost.

AHA PROPERTIES				
<u>Property</u>	<u>Unit Count</u>	<u>Address</u>	<u>Monthly Bid Amount</u>	<u>Annual Bid Amount</u>
<u>AHA Administration Office</u>	<u>N/A- Office</u>	<u>701 Atlantic Ave Alameda, CA 94501</u>	<u>\$</u>	<u>\$</u>
<u>Esperanza</u>	<u>120</u>	<u>1903 Third St Alameda, CA 94501</u>	<u>\$</u>	<u>\$</u>
<u>North Housing</u>	<u>N/A- development in process</u>	<u>501 Mosley Avenue Block A Alameda, CA 94501</u>	<u>\$</u>	<u>\$</u>
<u>Poppy Place</u>	<u>50</u>	<u>1628 Webster Street Alameda, CA 94501</u>	<u>\$</u>	<u>\$</u>
<u>The Poplar</u>	<u>40-50</u>	<u>2615 Eagle Avenue Alameda, CA 94501</u>	<u>\$</u>	<u>\$</u>

<u>Additional Labor Service</u>	<u>Hourly Rates (Standard)</u>	<u>Hourly Rates (Overtime)</u>	<u>Emergency Response Rates</u>

Note: *Normal business hours are Monday – Friday, 6am – 4pm with Emergency services to be considered outside normal business hours, weekends &/or holidays.*

Percentage increase in 2-5: 3% per year and would be negotiated while being compared to CPI

Please describe any additional costs, charges as necessary:

PREVAILING WAGES

Bidder must agree to abide by the requirements under Section 1770 et seq of the Labor Code of the State of California for prevailing wages. Bidder acknowledges that this project is a public work to which prevailing wages apply, and that a public works project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR).

CONTRACT

The Housing Authority’s standard professional services contract will be used. Please see Attachment A for reference.

BID PROCESS

Bids Due: Bids will be accepted by email until 4:00 p.m., December 20, 2023. Bidders are responsible for ensuring that quotes are received on time. AHA does not afford a bidder an opportunity for re-submission of their bid. Quotes received after the due date and time will be rejected without consideration. Quotes may also be submitted via email to Radha Mehta at rmehta@alamedahsg.org.

Insurance: Please also confirm you have the insurance and workers compensation coverage required in the contract. This will be collected after an award is made. Please complete the vendor conflict of interest form at <https://form.alamedahsg.org/Forms/A4Gpo>.

ATTACHMENTS

- Attachment A: Standard AHA Contract

Attachment A: Standard AHA Contract

THIS AGREEMENT, entered into this ____ day of ____ 2023, by and between HOUSING AUTHORITY OF THE CITY OF ALAMEDA, and its affiliates, a public body corporate and politic (hereinafter referred to as "AHA"), and _____ (a California corporation, partnership, sole proprietor, individual, joint venture) whose address is _____, (hereinafter referred to as Consultant), is made with reference to the following:

RECITALS:

A. AHA is a public body, corporate and politic, duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.

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

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

D. AHA and Consultant desire to enter into an agreement for _____.

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

1. **TERM:**

The time for Completion shall be by _____, (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:**

AHA agrees to compensate Consultant pursuant to the terms and conditions of this Agreement only for the performance, to the reasonable satisfaction of AHA, of those tasks which take place during the term of this Agreement. AHA 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. AHA shall pay Consultant within thirty (30) days receipt of Consultant's properly submitted invoice.

Total compensation under this contract will not exceed \$_____.

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

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

5. **STANDARD OF CARE:**

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

6. **INDEPENDENT PARTIES:**

AHA 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 AHA to its employees, including but not limited to unemployment insurance, workers' compensation coverage, vacation and sick leave are available from AHA 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.

AHA 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 AHA 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 AHA's policy that harassment and discrimination are unacceptable employer/employee conduct, Consultant agrees that harassment or discrimination directed toward a job applicant, an AHA 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 AHA, its Board of Commissioners officials, employees and designated volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Consultant, Consultant shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Consultant. However, Consultant shall not be obligated to indemnify Indemnitees from Claims arising from the sole or active negligence or willful misconduct of Indemnitees.

10. **INSURANCE:**

On or before the commencement of the terms of this Agreement, Consultant shall furnish AHA with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C, D and E. Such certificates, which do not limit Consultant's indemnification, shall also contain substantially the following statement:

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

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

An endorsement naming the AHA 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 AHA, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or AHA 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 AHA 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, AHA 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:**

AHA, its Board of Commissioners, officers, employees and designated volunteers shall be named as an additional insured under all insurance coverage’s, except any professional liability insurance

or worker's compensation insurance, required by this Agreement. The naming of an insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. **SUFFICIENCY OF INSURANCE:**

The insurance limits required by 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.

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

14. **PERMITS AND LICENSES:**

Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including, but not limited to, a City of Alameda business license, that may be required in connection with the performance of services hereunder.

15. **REPORTS:**

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

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

C. Consultant shall, at such time and in such form as AHA 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 AHA

F. Consultant shall not be held liable for reuse of "Reports" for any purpose other than the original intent of this Agreement.

16. **RECORDS:**

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by AHA 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 AHA or its designees to such books and records at proper times; and gives AHA the right to examine and audit same, and to make transcripts there from as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

17. **NOTICES:**

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

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

Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501-2161
Attention: Vanessa Cooper

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

Attention: _____
Phone: _____ Email: _____

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

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

19. **TERMINATION:**

In the event Consultant hereto fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) days after receipt by Consultant from AHA of written notice of default, specifying the nature of such default and the steps necessary to cure such default, AHA 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 AHA. AHA shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Consultant as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

20. **COMPLIANCES:**

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

21. **GOVERNING LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.)

Any suits brought pursuant to this Agreement shall be filed with the Courts of the County of Alameda, the State of California.

22. **ADVERTISEMENT:**

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

23. **CONFIDENTIALITY:**

A. **Definition.** Confidential Information, as used in this Agreement, shall mean any AHA 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 AHA 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 AHA. At AHA's request and no later than five (5) business days after such request, Consultant shall promptly destroy or deliver to AHA, at AHA's option, i) all materials furnished to Consultant, ii) all tangible media of expression in Consultant's possession or control to the extent that such tangible media incorporate any of the Confidential Information, and iii) written certification of the Consultant's compliance with such obligations under this sentence.

24. **WAIVER:**

A waiver by AHA of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein whether of the same or a different character.

25. **INTEGRATED CONTRACT:**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both AHA and Consultant.

26. **CAPTIONS:**

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

27. **EXHIBITS.** The following exhibits are attached hereto and incorporated herein by this reference:

- i. Exhibit A – Scope of Services
- ii. Exhibit B – Fee Schedule
- iii. Exhibit C – Insurance Requirements for Consultants
- iv. Exhibit D – Conflict of Interest Certification

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

COMPANY NAME

HOUSING AUTHORITY
OF THE CITY OF ALAMEDA

Name
Title

Vanessa M. Cooper
Executive Director