



Alameda, California | 1 May 2014

Request for Qualifications from Developers

Commercial Project (Site B)

Submitted by

Base Reuse Department

alamedaca.gov/alameda-point/ap-rfqqs

Request for Qualifications for Developers for a Commercial Project (Site B) at Alameda Point

I. Executive Summary

Alameda Point is the most significant waterfront development site in the San Francisco Bay Area, which is now entitled and ready to be developed. Alameda Point is an 878-acre part of the decommissioned Naval Air Station Alameda (NAS Alameda) in the City of Alameda (City).

The City seeks to select a qualified developer to form a public/private partnership with the City for development of all or a portion of an 82-acre portion of Alameda Point (Site B) (Exhibit 1).

Site B is entitled for a commercial project in the Waterfront Town Center (WTC) and Enterprise zoning sub-districts of Alameda Point. No housing is contemplated for Site B, as part of this RFQ. Development of Site B must be consistent with the City's final and draft planning documents for this area, which outline the form and use regulations for the site, including building height, building type, permitted and conditionally permitted uses, parking requirements, etc. The City and Alameda community expects a premier waterfront development that consists of high-quality sustainable and transit-oriented design.

A qualified developer may be selected by the City based on the developer's project understanding and approach; relevant experience and track record; organizational structure and financial resources; management team and structure; and willingness to comply with the terms of the form of ENA.

All of the information regarding Site B discussed in this RFQ is available at the online Alameda Point RFQ Library, which can be found at alamedaca.gov/alameda-point/rfq-document-library. A list of what documents are currently available at the Alameda Point RFQ Library is provided in Exhibit 2.

II. Background

The City of Alameda is an island community with a population of approximately 75,000 people located in the heart of the Bay Area and is proud to have among the lowest crime rates of all East Bay cities.

The western portion of the City is comprised of the former NAS Alameda, which was decommissioned in 1997. The 878-acre portion of NAS Alameda controlled by the City for future disposition and development, referred to as Alameda Point, represents one of the most unique infill waterfront development opportunities in the country. Alameda Point and the City are strategically located in the center of the Bay Area, easily accessed by freeway, bus, Bay Area Rapid Transit, an existing ferry terminal within a mile of the site, and the Oakland Airport within 10 miles from the property (Exhibit 3).

As of June 2013, the City owns in fee 510 acres of Alameda Point. Now that the City owns significant portions of Alameda Point and has completed major entitlements for the property [i.e., environmental impact report (EIR), Zoning Ordinance Amendment (ZA), and Master Infrastructure Plan (MIP)], City staff is facilitating near-term construction at Alameda Point. The community's vision for Alameda Point is a transit-oriented, sustainable mixed-use waterfront community, which includes 1,425 housing units, 5.5 million square feet of commercial development, and over 250 acres of parks and open space, including over 10 miles of waterfront trails.

Other plans for Alameda Point that the City is actively pursuing include a new ferry terminal at the heart of the Seaplane Lagoon; extensive waterfront parks and active promenades directly adjacent to Site B; shuttles from Alameda Point to the 12th Street Bay Area Rapid Transit (BART) Station; and near-term plans to provide food and beverage amenities within close proximity to or within Site B, such as specialty

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gourmet food trucks and “pop-up” retail and restaurants.

Webster Street, which offers an eclectic mix of specialty and ethnic foods in a downtown district, is within 1.5 miles of Site B – a short bike or shuttle ride away. A bikeshare facility for use by residents and employees is part of the City’s near-term transportation improvements.

Alameda Point is currently home to 1,000 employees in 1.8 million square feet of leased commercial space. Successful businesses currently investing in Alameda Point include Google, who recently signed a lease with the City for over 100,000 square feet of R&D space; Artemis, an America’s Cup team; close to 200,000 square feet of spirits manufacturers, such as Rockwall Winery, St. George Sprits, Faction Brewery, and Proximo Spirits whose tasting rooms draw thousands of visitors every week; and the Bladium, a regional sports complex. There is significant interest in the City’s limited existing building stock at Alameda Point; as a result, the City is having difficulty accommodating all of the interested creative office, tech users and other commercial businesses.

The City is also funding and managing numerous initiatives that will be completed by the end of this year, if not sooner. These efforts include:

- Alameda Point Waterfront Town Center Plan (Town Center Plan);
- Alameda Point Transportation Demand Management Plan (TDM Plan);
- Inter-agency Permitting of Stormwater Outfalls;
- Letter of Map Revision (LOMR) from the Federal Emergency Management Agency (FEMA) for the existing 100-Year Flood Zone for the entire Alameda Point property;
- Conveyance of Phase 2 lands from the Navy; and

- A development impact fee program.

The City is also pursuing simultaneously another RFQ for a developer for a 68-acre portion of Alameda Point (Site A) for a residential mixed-use project, including the “town center” retail core of the overall Alameda Point development (Exhibit 1).

III. Development Opportunity

Site B consists of 82 acres within the WTC and Enterprise zoning sub-districts (Exhibit 1) that must be developed consistent with the ZA, Town Center Plan and MIP. The City selected this site for development for a number of reasons, including:

- It is planned for new development instead of reuse;
- It includes the “gateway” to the Enterprise sub-districts at Pacific Avenue, which will result in an improved entrance and infrastructure serving the entire Alameda Point site; and
- It provides proximity to both Main Street, where certain key reliable utilities are located, as well as the waterfront, where market potential is greatest.

As described above, Site B is proposed for one or more commercial projects within an 82-acre site (Exhibit 1). This RFQ for Site B is soliciting interest from developers/users interested in developing commercial projects with a focus on a major sales tax generator, such as a premium retail outlet (not a “big box” store) and/or a corporate “build-to-suit” user(s) that generates significant jobs, business-to-business sales tax or other catalytic economic benefits. No residential uses are assigned to Site B.

Respondents will be allowed to propose on subsets of the 82-acre area for as much commercial square footage as deemed marketable by respondents. The City wants to encourage a

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large corporate user or retail outlet operator, who may not be interested in the entire area, to submit a response. The City may be able to “mix and match” smaller proposals within Site B. Also, preferences may be given to submittals that are directly from a corporate user or are from developers able to furnish letters of interest from a corporate user or retail outlet operator as part of their response to the RFQ.

Retail, hotel, R&D, light industrial, and office uses are all highly encouraged. Respondents can decide the amount of commercial development based on market potential consistent with the ZA and Town Center Plan. The City’s proposed development for Alameda Point includes 5.5 million square feet of commercial development, which allows Sites A and B to propose significant amounts of commercial development without exceeding the total permitted amount.

A. Status of Ownership and Conveyance

The City currently owns 53 acres of Site B and controls all remaining portions of the site via a Lease in Furtherance of Conveyance (LIFOC). Exhibit 4 depicts the timing of future conveyances. The land currently owned by the City is carved into numerous parcels with accompanying deeds and legal descriptions to account for differing environmental issues (Exhibit 5). The numerous parcels (and deeds) allow developers and future property owners to clearly understand which environmental issues and restrictions, if any, apply to which piece of property. At the time a development transaction occurs for Site B, new parcel maps comprised of logical development pads will be created.

The deeds for the portions of Site B currently owned by the City and the LIFOC are available at the online Alameda Point RFQ Library.

B. Entitlements

As stated above, the major entitlements, including the EIR, MIP, and ZA, were unanimously approved by the City Council in

February 2014. The public review draft of the Town Center Plan was released for public comment in mid-April and was discussed by the Planning Board on April 28th. Subsequent Planning Board hearings on the Town Center Plan will occur in May and June. It is expected that the City Council will approve the Town Center Plan in July 2014.

The Alameda Point TDM Plan was recommended for approval by the Transportation Commission on April 23, 2014, and is anticipated to be approved by the City Council on May 20, 2014.

These final and draft entitlement documents are available in the online Alameda Point RFQ Library.

The remaining City entitlements for development of Site B include a Development Plan, parcel maps, site improvement plans, design review, and building permits.

C. Environmental

Site B will be cleaned for unrestricted use by the Navy for all property except (1) in some areas, vapor-intrusion mitigation is needed for residential (but not commercial/industrial) use until remedial goals are ultimately achieved and in some areas groundwater use is prohibited; and (2) the land above the groundwater plume (i.e., Phase 4 conveyance area south of RAMP), which will have a restriction requiring new buildings to provide vapor intrusion mitigation systems. Additionally, some areas were, or will be, transferred with open petroleum sites, which will require further investigation, potentially further clean-up, and closure before unrestricted uses may occur there. While these petroleum areas are the Navy’s responsibility to investigate and clean-up, the timing of the Navy’s clean-up of these sites is uncertain. Exhibit 6 provides a summary of the environmental conditions of the property, including maps depicting existing environmental issues. Other environmental

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documents related to Site B are available in the online Alameda Point RFQ Library.

D. Geotechnical

The subsurface conditions of Site B include potentially liquefiable soils, Young Bay Mud (at 0-10-foot depths) and shallow groundwater (4 to 6 feet below existing grade), which are comparable to other waterfront sites throughout the Bay Area. The MIP and previous geotechnical studies provide more information on the geotechnical condition of the property and potential corrective measures. These documents can be found at the online Alameda Point RFQ Library.

E. Flood Protection

As stated above, the City is pursuing approval by FEMA of a LOMR for mapping of the existing 100-year flood zone within the entire Alameda Point property, which is expected by the end of 2014. Because the property was previously a federal facility, FEMA did not include Alameda Point in its flood zone maps. Small areas within Site B will fall within the existing 100-year flood zone (Exhibit 7). As discussed in greater detail in the MIP, the elevation of Site B will need to be raised above the 100-year flood elevation plus 18 inches of sea-level rise. Once this occurs, an additional LOMR prepared by the developer will need to be approved by FEMA to avoid the need for flood insurance for the portions of the site within the existing flood zone.

F. Infrastructure/Utilities

All of the utilities at Alameda Point and within Site B, including sewer, water, storm drain, dry utilities, and streets, are old and deteriorated and will need to be replaced. Based on the MIP, staff and its civil engineers have assigned specific backbone infrastructure improvements to Site B that the developer will be required to construct as part of their project (Infrastructure Package). The Infrastructure Package includes demolition and grading, flood protection measures,

backbone streets and utilities required for use of the property, as well as park improvements, including portions of waterfront trails and promenades. Additionally, the Site B developer will be required to pay a “fair-share” amount of site-wide infrastructure improvements outlined in the MIP. This fair-share amount for Site B will be paid through an additional Infrastructure Fee. The Infrastructure Fee includes site-wide benefiting improvements, such as flood and sea level rise protection improvements (levee), the Sports Complex, Seaplane Lagoon waterfront park, fire station, and sewer pump station replacements. Site B’s Infrastructure Package includes construction of portions of the site-wide benefiting improvements, and, as a result, the Infrastructure Fee owed by that Site was reduced accordingly.

Exhibit 8 highlights both the improvements to be included in the Infrastructure Package for Site B and a detailed cost estimate for both the Infrastructure Package and Infrastructure Fee. The new development will finance new infrastructure through Community Facilities District financing, land sale proceeds, and other private sources of funds.

G. State Lands

Small portions of the site, primarily within the waterfront areas adjacent to the Seaplane Lagoon, overlap with Public Trust lands that the City will hold in trust on behalf of the State of California (Exhibit 9). These areas are restricted to maritime commercial, visitor-serving (e.g., restaurants and hotels) and publicly accessible parks and open space. These restrictions on use are consistent with the permitted uses allowed in the ZA and Town Center Plan for these areas.

H. Leasehold

The City has 10 existing leases within Site B and three of them have a term beyond 2015, including Building 14, 168 and a cell-tower lease. The longer-term lease for Building 14, which has a term of seven years with one five-

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year option, expires in 2025 (including the renewal option). Building 14 is located on a Phase 4 conveyance parcel and has a relocation clause that states that the City has the right to relocate the entire leased premises upon giving notice of 90 days and paying the cost of moving to a relocated premises. The tenants, who occupy Building 14, are artisan craftspeople and artists that the City would like to retain as long as possible and leverage for events and expositions before permanent retail and visitor serving uses occur on the site. Building 168 is occupied by the Maritime Administration (MARAD) for storage, who also occupies the piers at Alameda Point. The Building 168 lease contemplates the relocation of this use and the City has already started exploring relocation options with MARAD that would need to be finalized as part of the new development. For the AT&T cell tower lease, the City can relocate the site with 180 days notice after the first term, which ends in May 2016. Exhibit 10 provides a map depicting where the City has current leasehold interests.

The existing leases and a map of building numbers can be found at the online Alameda Point RFQ Library.

I. Biological

The California Least Tern, a federally listed endangered bird species, nests during April to August every year on the former runways of NAS Alameda, which will remain under federal ownership. The potential adverse effects of redevelopment of Alameda Point on the Least Tern were considered in a Biological Opinion issued by the United States Fish and Wildlife Service in August 2012 (2012 BO). All development at Alameda Point must adhere to the avoidance and minimization measures (AMMs) included in the BO pursuant to a Declaration of Restrictions (Declaration), which was recorded on the property by the Navy in 2013. The Declaration includes a map that shows which AMMs apply to Site B. Site B overlaps with biological areas C, H and V in the

Declaration. The BO and Declaration can be found at the online Alameda Point RFQ Library.

J. Fiscal Neutrality

The City approved a fiscal neutrality policy for Alameda Point, stating that the redevelopment of Alameda Point must mitigate any adverse fiscal impacts to the City's General Fund. The City recently prepared a fiscal impact report for the development of Alameda Point, which will need to be updated and modified as individual phases of development occur. The fiscal neutrality policy and fiscal impact report can be found at the online Alameda Point RFQ Library.

K. Special Taxes and Assessments

It will be required that Community Facilities Districts (CFDs) and/or other special tax/assessment districts be created on all Alameda Point property as a condition of taking title to the land. The special tax districts are expected to fund infrastructure; municipal services to offset adverse impacts to the City's General Fund; parking and TDM programs and services, as outlined in the TDM Plan; community benefits in the predominantly retail areas; and hazard abatement districts for adaptive management of sea-level rise and maintenance of levees. The City is currently expecting residential and commercial uses to carry a minimum total tax burden of 1.8 percent and 1.6 percent, respectively.

L. Project Labor Agreement and Local Hire Provisions

The City is currently in the process of developing a Project Labor Agreement (PLA) policy for Alameda Point. New development on Site B will be subject to the City's PLA policy or to a PLA negotiated directly with the Building Trades by the developer.

Additionally, the City entered into an agreement with the Alameda Point Collaborative (APC), a supportive housing provider at Alameda Point, that states that the City will require contracts

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with private employers to pursue a goal of hiring APC residents for 15 percent of all new jobs created from new development at Alameda Point.

IV. Transaction Process

The City will enter into an Exclusive Negotiation Agreement (ENA) with the selected developer. As demonstrated by the form of ENA in Exhibit 11, the ENA period shall be a 6-month period, resulting in an approved Disposition and Development Agreement (DDA) (i.e., price and terms of payment for the land and development obligations), and an approved Development Plan (i.e., detailed site plan, including backbone and in-tract street alignments and sections, building footprints and massing, landscape concepts, and a phasing plan) pursuant to Section 30-4.13 (j) of the Alameda Municipal Code. The ENA allows for two three-month administrative extensions to be granted by the City Manager at his sole and absolute discretion.

The ENA also prohibits any assignments or transfers of the rights under the ENA to another developer and limits the City's obligations to negotiating exclusively the terms of the DDA with each developer and to considering approval of the Development Plan. There is no obligation by the City to approve the DDA or Development Plan.

An example of an approved Development Plan for the adjacent Alameda Landing project is provided at the online Alameda Point RFQ Library. While this Development Plan can be referred to in order to gauge the level of effort in preparing a Development Plan, it should not be interpreted as an indication of what the City is expecting or requesting for development at Alameda Point.

The ENA also requires that the developer provide \$150,000 within five days of execution of the ENA in non-refundable funding for reimbursement of City expenses for negotiation

of the DDA. Funding for the staff review and processing of a Development Plan application will be handled through the City's standard planning process.

While the response to the RFQ allows developers to suggest changes to the ENA (as described in greater detail below), it is the City's intention that the basic terms of the ENA remain consistent with the attached form of ENA. No changes to the form of ENA will be considered that were not raised as part of the response to this RFQ.

V. Role of Developer

The selected developer will become the City's private development partner and maintain primary responsibility for the following aspects of development of Site B:

1. Establishing a fair, effective, and collaborative partnership with the City and Alameda community.
2. Negotiating and obtaining approval of a DDA for Site B with the City during the ENA process.
3. Preparing and obtaining approval of a Development Plan for Site B during the ENA process.
4. Designing, permitting, and constructing infrastructure, landscape and buildings during the DDA process, including obtaining site improvement, design review, and building permit approval from the City and other relevant public agencies.
5. Obtaining financing for the predevelopment, infrastructure, and development process.

VI. Role of City

The City will maintain primary responsibility for the following aspects of development of Site B:

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1. Completing the outstanding entitlement and initiatives described above.
2. Negotiating exclusively and in good faith with the developer regarding a DDA for Site B during the ENA process.
3. Actively participating in the preparation of the Development Plan by developer and considering approval of the Development Plan application, if completed, during the ENA process.
4. Obtaining financing for the predevelopment, infrastructure, and development process.

VII. Content of Statement of Qualifications

The City welcomes a response to this RFQ in a format that the developer believes best expresses the qualifications of the development team. It is requested, however, that the statement of qualifications (SOQ) submitted clearly include, at a minimum, the elements described in this section.

1. Executive Summary. Brief synopsis of the development team's approach to development, public/private partnerships, key qualifications, and relevant experience.
2. Project Understanding and Approach. Discussion of the developer's (a) understanding of the City of Alameda, Alameda Point, and the Site B development site; and (b) approach to meeting the City's goals and objectives expressed in this RFQ and in the completed and draft entitlements for Alameda Point.
3. Description of Project Team. Description of the developer's structure, designated project manager, and project management team, including the role of each team member. Please also include contact information, resumes, relevant experience, and references for each member of the project management team.

Developers are required to include on their team architecture, urban design, and landscape architecture firms that will participate in the planning and development process. Please submit complete qualifications for these firms relevant to this development opportunity. No other consultant team members are requested at this time.

4. Project Description. Summary of the developer's proposed project description for Site B by commercial product type consistent with the completed and draft entitlements for Alameda Point. No designs or architectural renderings or site plans of proposed development for Site B should be included at this stage of the selection process. If the response to this RFQ is for a sub-set of Site B, then it is requested that a basic map highlighting the boundaries of the proposed site and its acreage be provided.
5. Previous Experience. Description of the specific project experience of the development entity and key individual team members in entitlements and community outreach; infrastructure development and phasing; commercial development; "build-to-suit" development; retail outlet development; waterfront development and water transportation; sustainable design and development; sensitivity to environmental protections; large-scale multi-year, infill and brownfield redevelopment; public/private financing; aggressive transportation strategies and transportation demand management; and project labor agreements and local hire programs.

It is requested that the SOQ provide as much of the following information as possible for each relevant project: photos; site plans; completion date; developer structure/team; project management staff; costs and financing; lessons learned; and relevant elements to development at Alameda Point.

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For every project, please provide specific information on sources of predevelopment funds, construction financing, long-term financing, equity funding or financing, and other working capital.

Please also include references for at least five of the previous projects referenced in this section.

6. Financial Qualifications. Provision of clear evidence of financial resources to assist in the entitlement and development of Site B at Alameda Point, as indicated by financial statements, and evidence of access to predevelopment, construction capital, and equity financing. Any confidential financial information shall be submitted in an envelope labeled “CONFIDENTIAL FINANCIAL INFORMATION” that will be provided to the City’s economic consultant for review and evaluation.
7. Acceptance of Conditions. An acceptance of all rules and conditions specified in this RFQ, including the form of ENA, as evidenced by the respondent’s completion of the attached certification form (Exhibit 12). If the respondent would like to request modifications to any aspect of the ENA, these changes must be clearly described in the space provided in Exhibit 12. All requested modifications to the ENA will be seriously considered and will not be grounds for disqualification. However, requesting changes, and the extent and nature of those changes, will be considered in evaluating the submittals. No changes to the ENA will be considered that were not raised as part of the response to this RFQ.

VIII. Selection Process

1. Pre-Submittal Meetings. The City will hold two pre-submittals meetings:

Wednesday, May 14, 2014,
10:30 AM to Noon
City Council Chambers, 3rd Floor
2263 Santa Clara Avenue,
Alameda, CA 94501

Thursday, May 29, 2014,
3:30 to 5:00 PM
City Council Chambers, 3rd Floor
2263 Santa Clara Avenue,
Alameda, CA 94501

City staff will be available to answer questions at both meetings. The City’s environmental consultant will be available to answer questions in person at the first pre-submittal meeting and the City’s civil engineer will attend the second meeting. Attendance at one of these meetings is mandatory. Additionally, materials for a self-tour of Alameda Point are available at alamedaca.gov/alameda-point/guided-tour.

2. Submittal Date and Location. Seven (7) hard copies and one electronic pdf copy of the SOQ are due at 4:00 PM on **Monday, June 16, 2014** clearly marked with “SITE B SOQ.” Responses must be delivered via mail or hand delivery to:

Jennifer Ott
Chief Operating Officer – Alameda Point
City of Alameda
2263 Santa Clara Avenue, Room 120
Alameda, CA 94501

Please contact Jennifer Ott at jott@alamedaca.gov with any written questions regarding this RFQ. The City’s responses to these questions will be shared with all participants that have provided written confirmation of their intent to submit to Jennifer Ott at the email address provided above.

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3. Review and Selection Process. The following outlines the steps for reviewing and selecting a preferred developer:

i. **Review of Responses - June 2014**
Responses to the RFQ will be reviewed and evaluated by a team of staff according to the criteria outlined below.

ii. **Interviews of Short List – July 2014**
A short list of developers will be invited to participate in an interview with a panel of City staff and members of the Alameda community. Staff is holding July 17, 2014 for interviews of the selected short list of developers. To the extent possible, please reserve this date in the event your team is short-listed.

iii. **Short List Recommendation – September 2014**
Based on the SOQ and interview, staff will summarize all of the responses to the City Council and recommend no more than three developers to the City Council in a public hearing for further negotiation of a potential Term Sheet with staff. This public hearing is currently anticipated in September 2014.

iv. **Selected Developer Recommendation – November 2014**
Finally, staff will return to the City Council for a public hearing for approval of an ENA(s) with a preferred developer(s) for Site B, including a final negotiated Term Sheet(s) attached to the ENA(s). It is currently envisioned that this action will take place in November 2014.

4. Selection Criteria. SOQs will be evaluated along with the results of the City's due diligence and reference checks. More specifically, the criteria used to assist in the selection of a preferred developer will be:

- Responsiveness to this RFQ;

- Evidence of relevant experience and proven track record;
- Technical capability and relevant experience of the project management team;
- Evidence of financial capacity, resources, and relationships, and clear corporate/organizational structure; and
- In depth understanding of, and reasonable approach to, the project.

City staff will also be using the “Evaluation Criteria for Alameda Point Development Proposals” approved by the City Council to evaluate each of the SOQs (Exhibit 13).

IX. General Conditions

Any material clarifications or modifications to the RFQ or the selection process will be made in writing and provided to all respondents who provide written confirmation of their intent to submit to Jennifer Ott at the email address provided above. It is the responsibility of the developers, prior to submitting a response to the RFQ, to ascertain if any notices, clarifications, addenda, or other communications to responders have been issued by the City. Oral explanations or instructions from City staff, City officials, or consultants are non-binding on the City.

Developers' responsiveness to all items in this RFQ will be taken as evidence of the developer's interest and commitment to the project. A failure to respond completely will be interpreted as a lack of full interest and commitment or a deficiency on the developer's part.

The City reserves the right to:

- Modify or cancel the selection process or schedule at any time.
- Waive minor irregularities.
- Reject any and all responses to this RFQ and to seek new responses when it is in the best interest of the City to do so.

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- Seek clarification or additional information from respondents as it deems necessary to the evaluation of the response.
- Request any additional information or evidence from individual respondents, including but not limited to evidence of the developer's financial status.
- Judge the developer's written or oral representations as to their veracity, substance and relevance to proposed development of Site B at Alameda Point, including seeking and evaluating independent information on any development team.
- Incorporate this RFQ and the selected team's response to this RFQ as a part of any formal agreement between the City and the developer.
- Modify the development opportunity available to potential developers.

All documents, conversations, correspondence, etc. between the City and developers are public information subject to the laws and regulations that govern the City, unless specifically identified otherwise.

All expenses related to any developer's response to this RFQ, or other expenses incurred during the period of time the selection process is underway, are the sole obligation and responsibility of that development team. The City will not, directly or indirectly, assume responsibility for these costs.

The respondent shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or outside consultant associated with the development of Site B at Alameda Point for purposes of influencing consideration of a response to this RFQ.

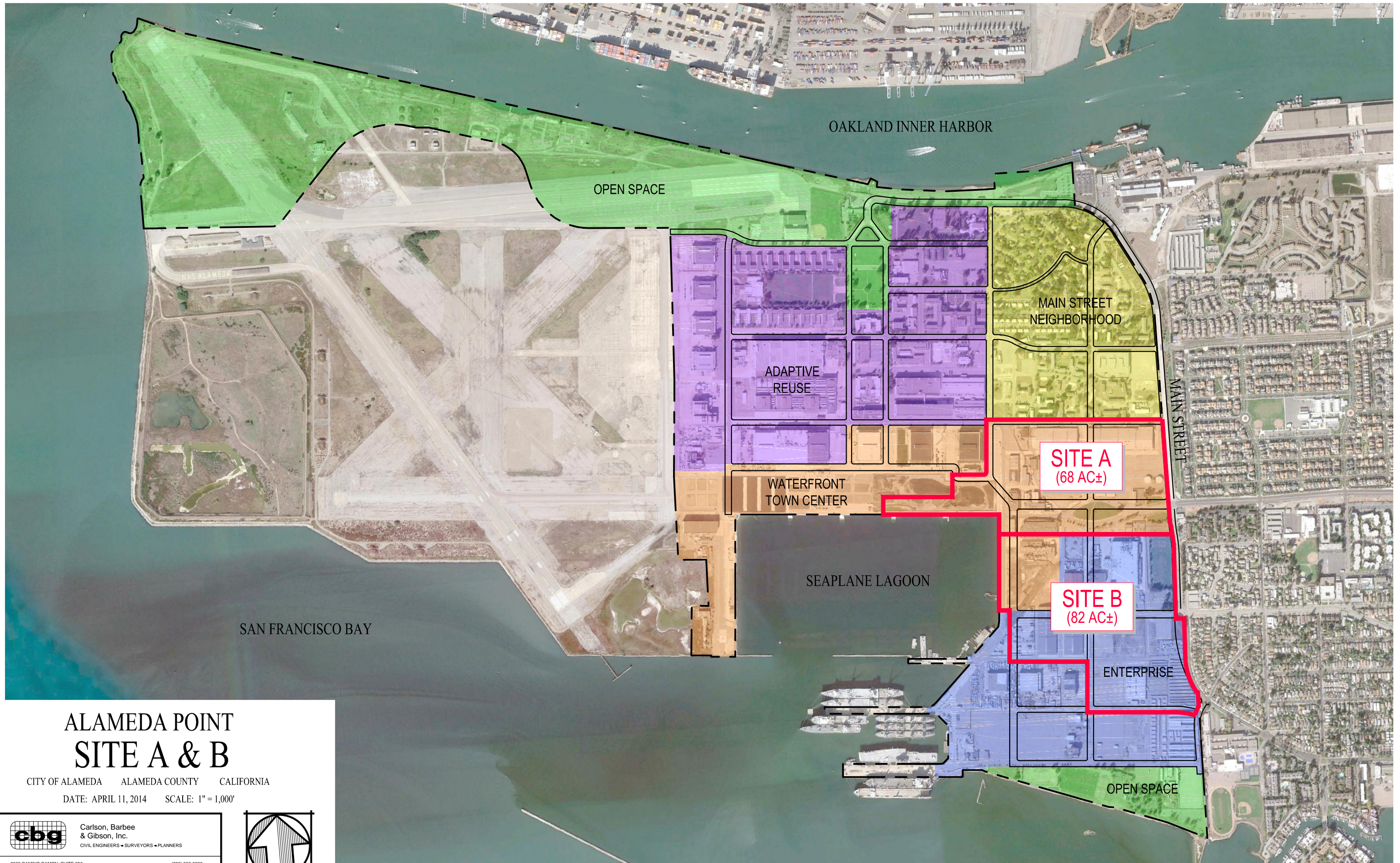
The City makes no representations about the conditions of the site, including buildings, utilities, soils, or other surface or subsurface conditions. The respondent shall make its own conclusions

concerning such conditions. Information provided in this RFQ made available on the website or by City staff, or consultants, is provided for the convenience of the responders only. The accuracy or completeness of this information is not warranted by the City.

X. Exhibits

The following provides a list of exhibits:

1. Map of Sites A and B Overlaid on Zoning Map
2. List of Currently Available Documents at the Alameda Point RFQ Library
3. Map of Alameda Point within Bay Area
4. Map of Sites A and B Overlaid on Conveyance Map
5. Map of Sites A and B Overlaid on City Owned Parcels
6. Summary of Environmental Condition of Site B
7. Map of Anticipated 100-Year FEMA Flood Zone
8. Site B Infrastructure Package and Fee Map and Detailed Cost Estimate
9. Map of Sites A and B Overlaid on Tidelands Trust Areas
10. Map of City's Current Leasehold within Site B
11. Form of ENA
12. Certification of Acceptance of Conditions
13. Evaluation Criteria for Alameda Point Development Proposals (approved by City Council on November 5, 2013)



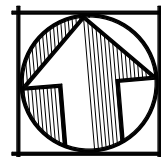
ALAMEDA POINT SITE A & B

CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA

DATE: APRIL 11, 2014 SCALE: 1" = 1,000'



Carlson, Barbee
& Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS



2633 CAMINO RAMON, SUITE 350
SAN RAMON, CALIFORNIA 94583

(925) 866-0322
www.cbamd.com



ALAMEDA POINT RFQ LIBRARY LIST

THESE DOCUMENTS CAN BE FOUND ONLINE AT

alamedaca.gov/alameda-point/rfq-document-library

I. OWNERSHIP AND CONVEYANCE

a. Deeds for Parcels within Sites A and B:

DEEDS FOR PARCELS WITHIN SITE A	DEEDS FOR PARCELS WITHIN SITE B
ALA-37-EDC ALA-40-EDC ALA-56-EDC ALA-57-EDC ALA-60-EDC ALA-61-EDC	ALA-37-EDC ALA-42-EDC ALA-43-EDC ALA-45-EDC ALA-46-EDC ALA-47-EDC ALA-51-EDC ALA-52-EDC ALA-53-EDC ALA-62-EDC ALA-63-EDC ALA-64-EDC ALA-65-EDC ALA-66-EDC ALA-67-EDC

- b. Lease in Furtherance of Conveyance (LIFOC)
 - i. Amendment 1 (2000)
 - ii. Amendment 2 (2009)
- c. Economic Development Conveyance Memorandum of Agreement (2000)
 - i. Amendment 1 (2001)
 - ii. Amendment 2 (2011)
- d. Preliminary Title Report – Sites A and B
- e. Due Diligence Survey Alameda Point Mapping –Sites A and B

II. ENTITLEMENTS

- a. Chapter 9 of the General Plan (2003)
- b. Alameda Point Environmental Impact Report (2014)
- c. EIR Resolution No. 14891
- d. Master Infrastructure Plan (MIP) (2014)

- e. Alameda Point Zoning Ordinance Amendment (2014)
- f. Alameda Point General Plan Amendments (2014)
- g. Draft Alameda Point Waterfront Town Center Plan (2014)
- h. Draft Transportation Demand Management Plan (2014)

III. ENVIRONMENTAL

- a. Finding of Suitability of Transfer for Phase 1 Property
- b. Draft Site Management Plan for Phase 1 Property
- c. Other detailed environmental documents for both Sites A and B

IV. GEOTECHNICAL

- a. Preliminary Geotechnical Report by ENGEO (2003)
- b. Lawrence Berkeley National Lab Second Campus Boring Logs
- c. See MIP and Geotechnical Constraints Memorandum (Appendix A of the MIP)

V. FLOOD PROTECTION

- a. See MIP: IV. Flood Protection and Site Grading

VI. INFRASTRUCTURE/UTILITIES

- a. See MIP

VII. LEASEHOLD

- a. Copies of all leases by Site A and Site B:

LEASE HOLDS WITHIN SITE A	LEASE HOLDS WITHIN SITE B
Building 13 Building 67 Building 98 Building 117 Building 118 Building 119 Building 162 Building 517	Building 14 Building 163 Building 168 Building 170 Building 616 Land

VIII. AFFORDABLE HOUSING

- a. City of Alameda Inclusionary Housing Ordinance (2004)
- b. City of Alameda Density Bonus Ordinance (2009)
- c. Settlement Agreement with Renewed Hope and Arc Ecology (2001)

IX. BIOLOGICAL

- a. Biological Opinion (2012)
- b. Declaration of Restrictions (2013)

X. FISCAL NEUTRALITY

- a. Resolution No. 13643 - City of Alameda Fiscal Neutrality Policy for Alameda Point (2003)
- b. Final Fiscal Impact Analysis for Alameda Point Development by Willdan (2013)

XI. PROJECT LABOR AGREEMENT AND LOCAL HIRE

- a. Standards of Reasonableness for Homeless Uses at Alameda Point (1999)

XII. EXAMPLE OF DEVELOPMENT PLAN (ALAMEDA LANDING)

- a. Alameda Landing Site Plan (2011)



TREASURE ISLAND

OAKLAND

ALAMEDA POINT

SAN FRANCISCO

SAN FRANCISCO BAY

CITY OF ALAMEDA

Oakland Int'l Airport

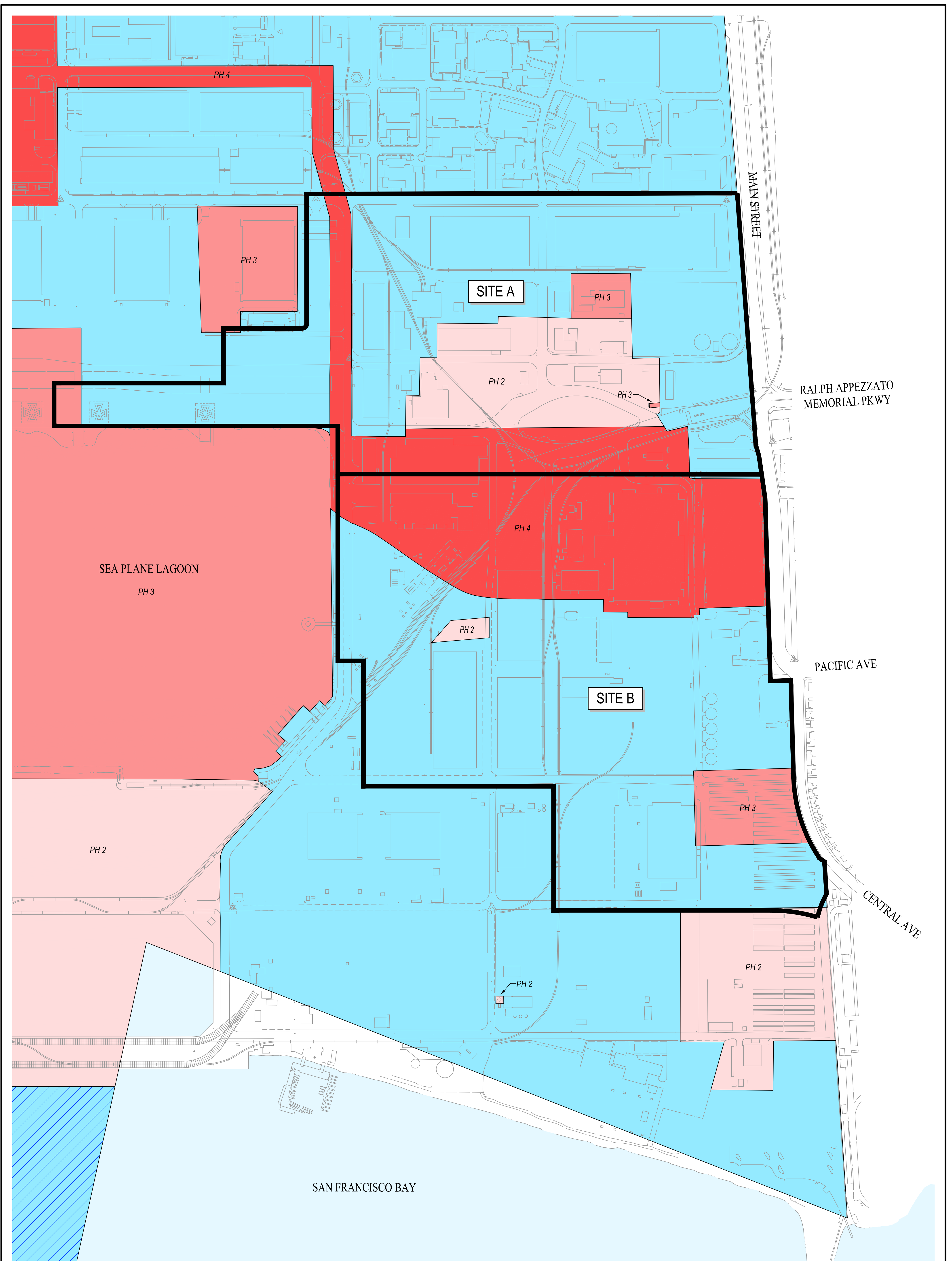
Seaplane Lagoon

Proposed Ferry Terminal

Ferry Terminal

12th St BART

Lake Merritt



LEGEND	SITE A	SITE B
PHASE 1 CONVEYANCE – UNSUBMERGED AREAS	44.6 AC±	53.3 AC±
PHASE 1 CONVEYANCE – SUBMERGED AREAS	0 AC	0 AC
PHASE 2 CONVEYANCE AREAS (2014)	12.3 AC±	0.7 AC±
PHASE 3 CONVEYANCE AREAS (2015)	1.4 AC±	3.9 AC±
PHASE 4 CONVEYANCE AREAS (2020)	10.4 AC±	24.6 AC±
TOTALS	68.7 AC±	82.5 AC±

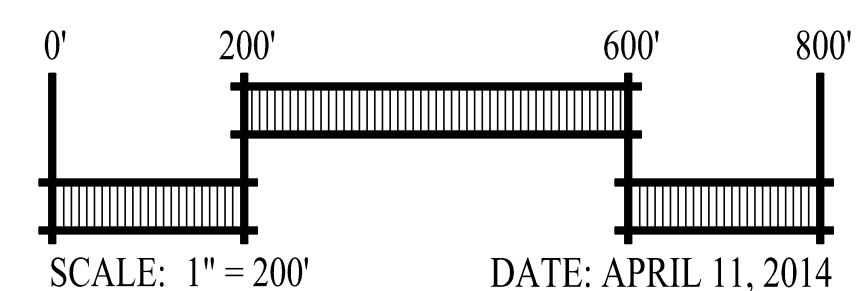
ALAMEDA POINT SITE A & B NAVY CONVEYANCES

CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA

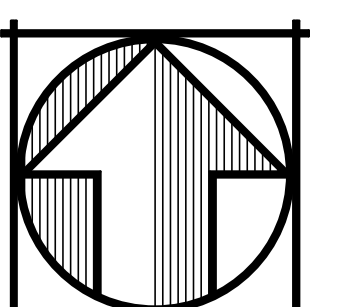
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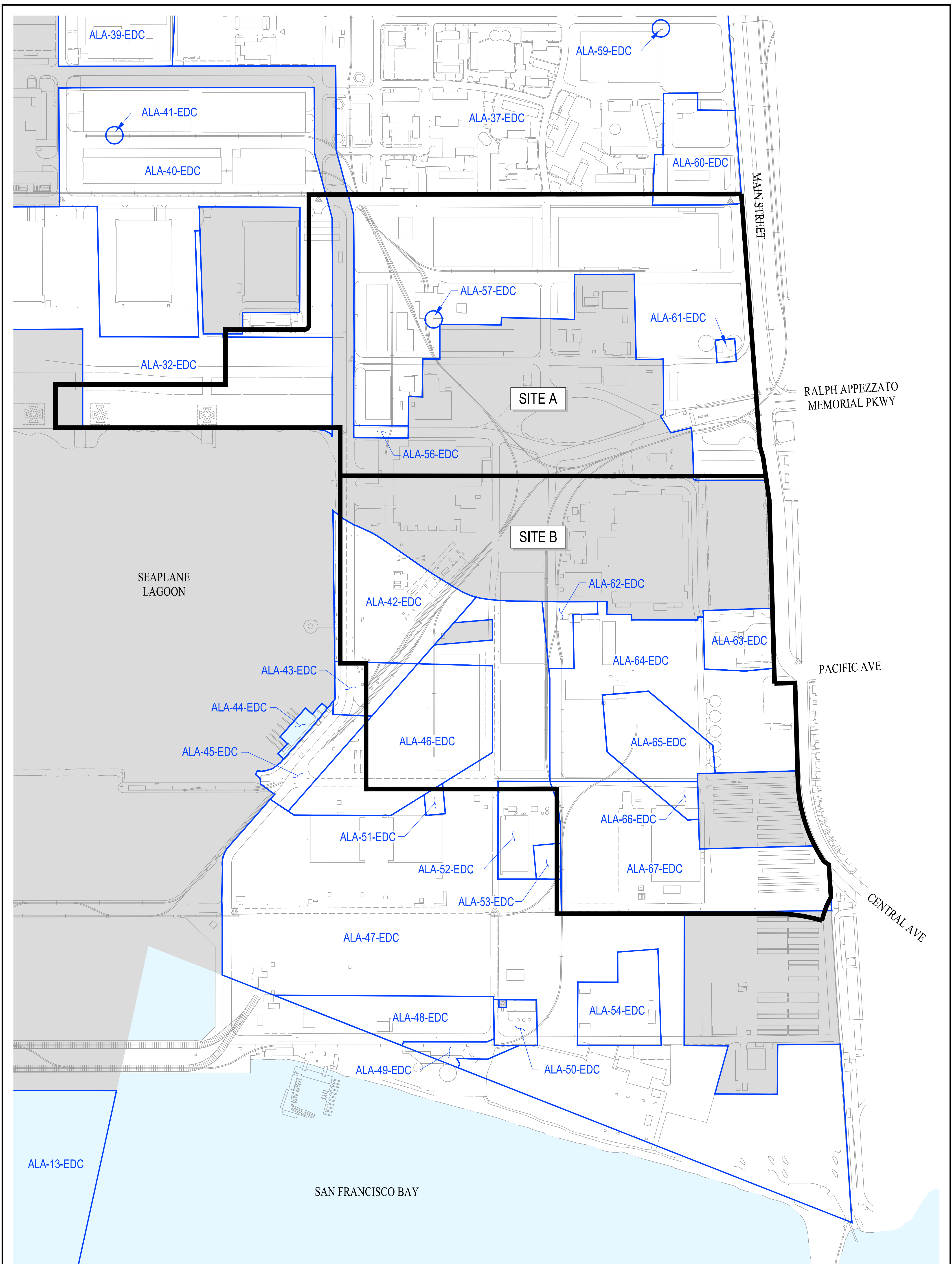
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SAN RAMON, CALIFORNIA 94583

(925) 866-0322
www.cbandg.com



DATE: APRIL 11, 2014



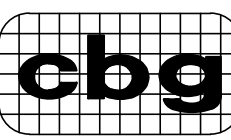


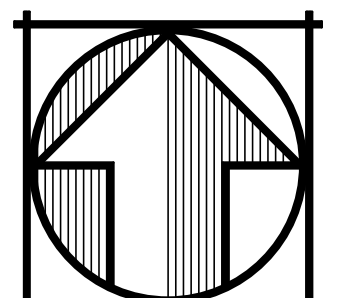
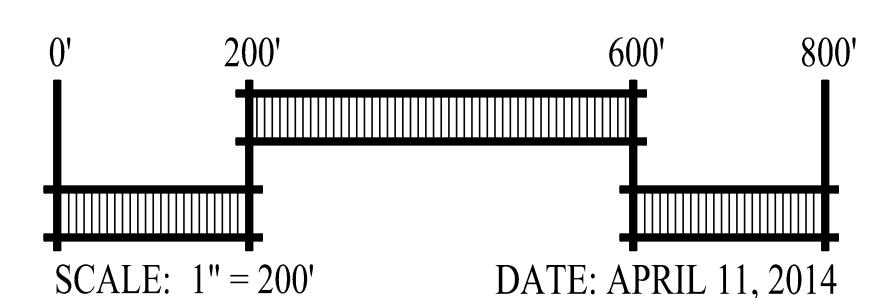
LEGEND

- EDC TRANSFER PARCELS
- PHASE 2-4 CONVEYANCE AREAS (2014-2020)

ALAMEDA POINT SITE A & B EDC PARCELS

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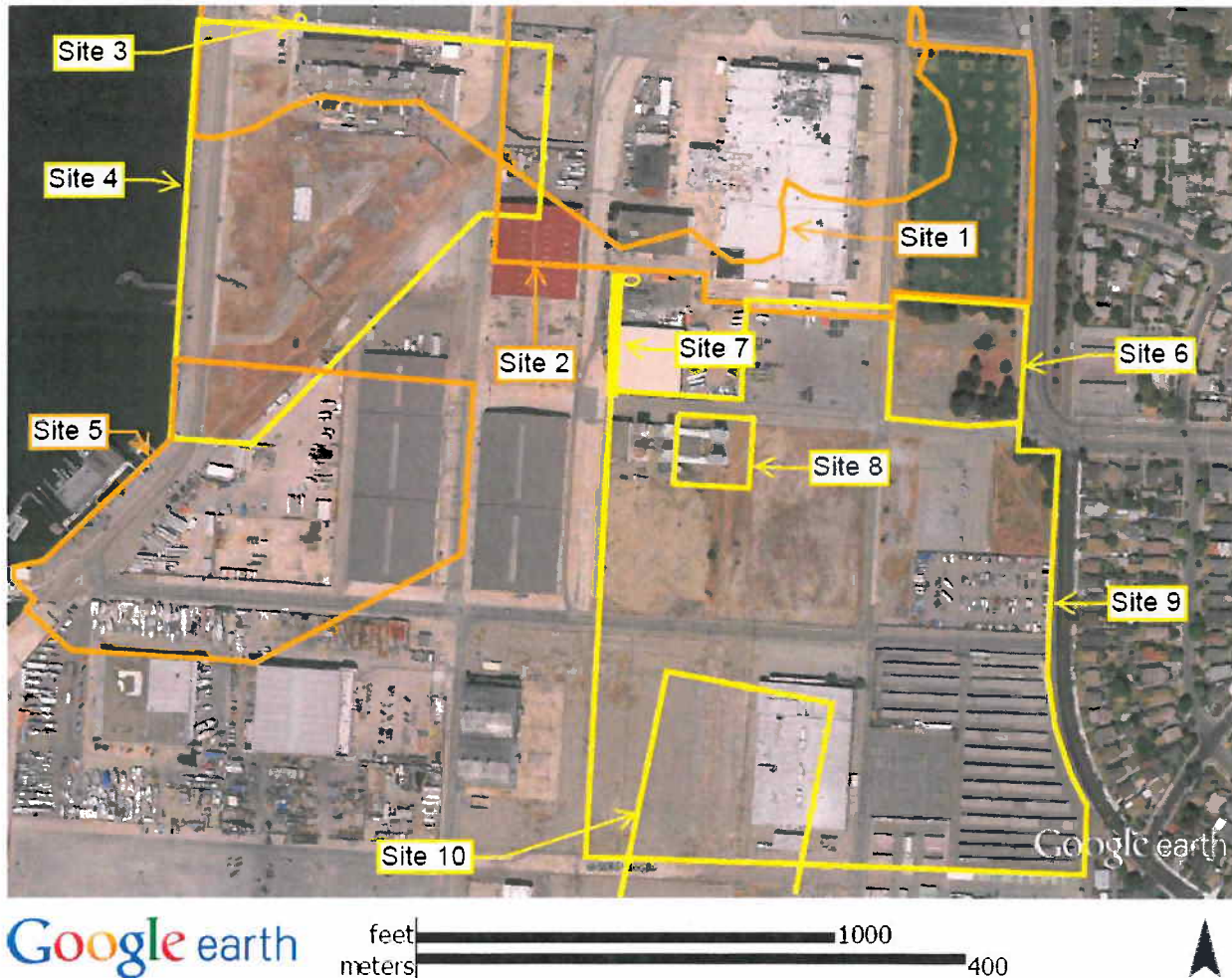


May 1, 2014

Environmental Issues at Site B

Summary

Environmental conditions in Site B are compatible with commercial and industrial land use. After transfer, the City's regulator-approved Site Management Plan for Alameda Point will provide for coordination with the Navy and the environmental regulatory agencies for construction, dewatering, and similar activities to ensure access and to avoid interference with wells and other remediation infrastructure. The issues primarily involve soil and groundwater contamination with degreasers and other solvents, fuels, and metals. See the map provided below for the locations of the environmental sites.



Site 1 (OU-2B groundwater)

Use of Site: Unrestricted use upon conveyance, with vapor-intrusion mitigation measures

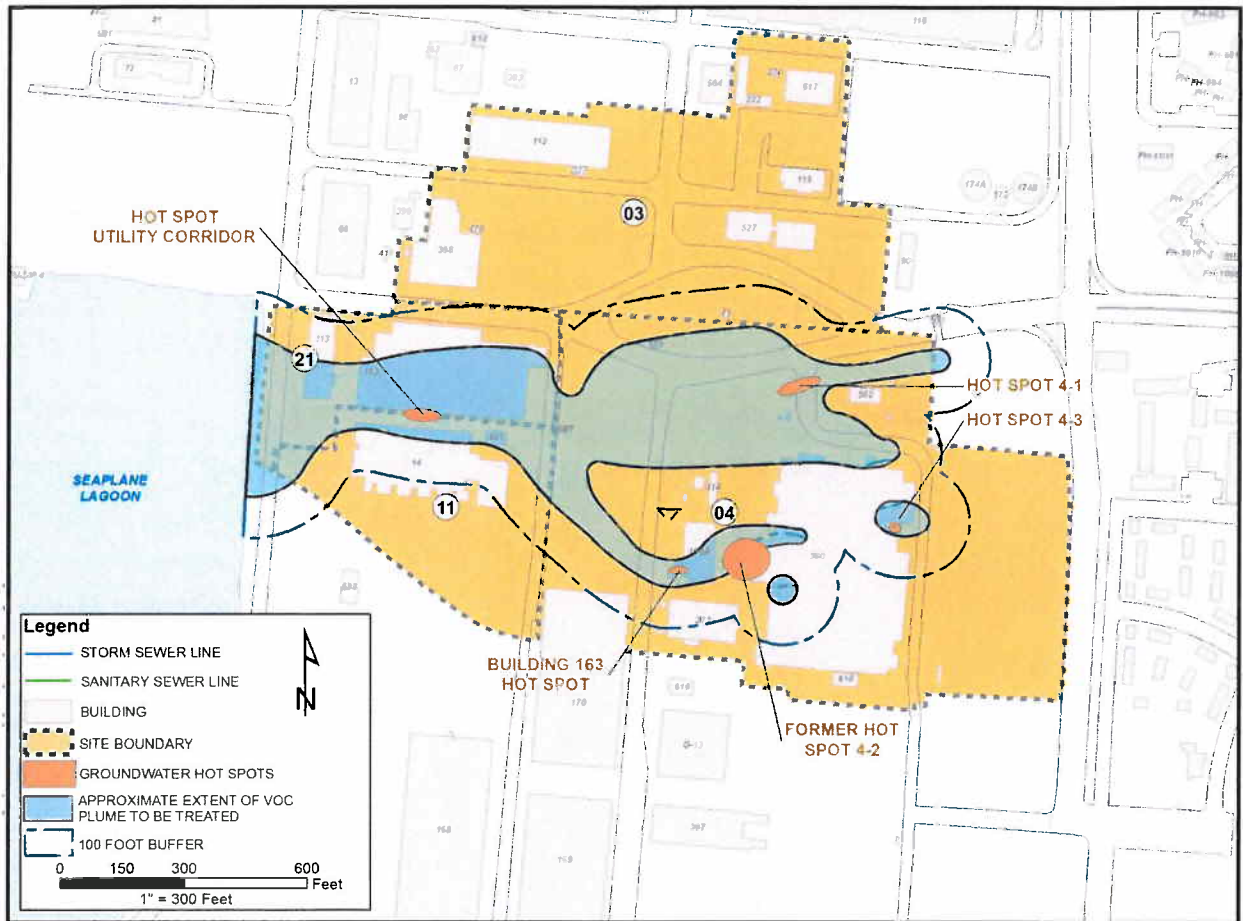
Estimated Conveyance Timeline: 2020

Status: Open. Solvents are present in groundwater in the vicinity of Building 360 and westward to Seaplane Lagoon, (see figure below). Only the southern portion of Site 1 is in Site B. The Navy completed several groundwater treatment efforts at Site 1, which substantially reduced hot-spot concentrations, but additional remediation is needed. The ROD being agreed among the environmental regulatory agencies and the Navy, specifies additional groundwater treatment to

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permit unrestricted commercial and industrial use without additional measures to prevent vapor intrusion into occupied building spaces. In the interim, any building constructed on the area overlying the impacted groundwater (and a 100-foot buffer zone around it, indicated by the dashed blue line in figure below) must install and operate a vapor-intrusion mitigation technology/system. This remediation does not preclude reuse of Site 1, provided construction, dewatering, and similar activities are coordinated with the Navy to ensure continued access and to avoid interference with wells and other remediation infrastructure.

History: Aircraft maintenance, repair, and testing and ship maintenance shops



Site 2 (IR 4 Group)

Use of Site: Unrestricted for commercial and industrial use upon conveyance (although much of it is subject to Site 1 restrictions)

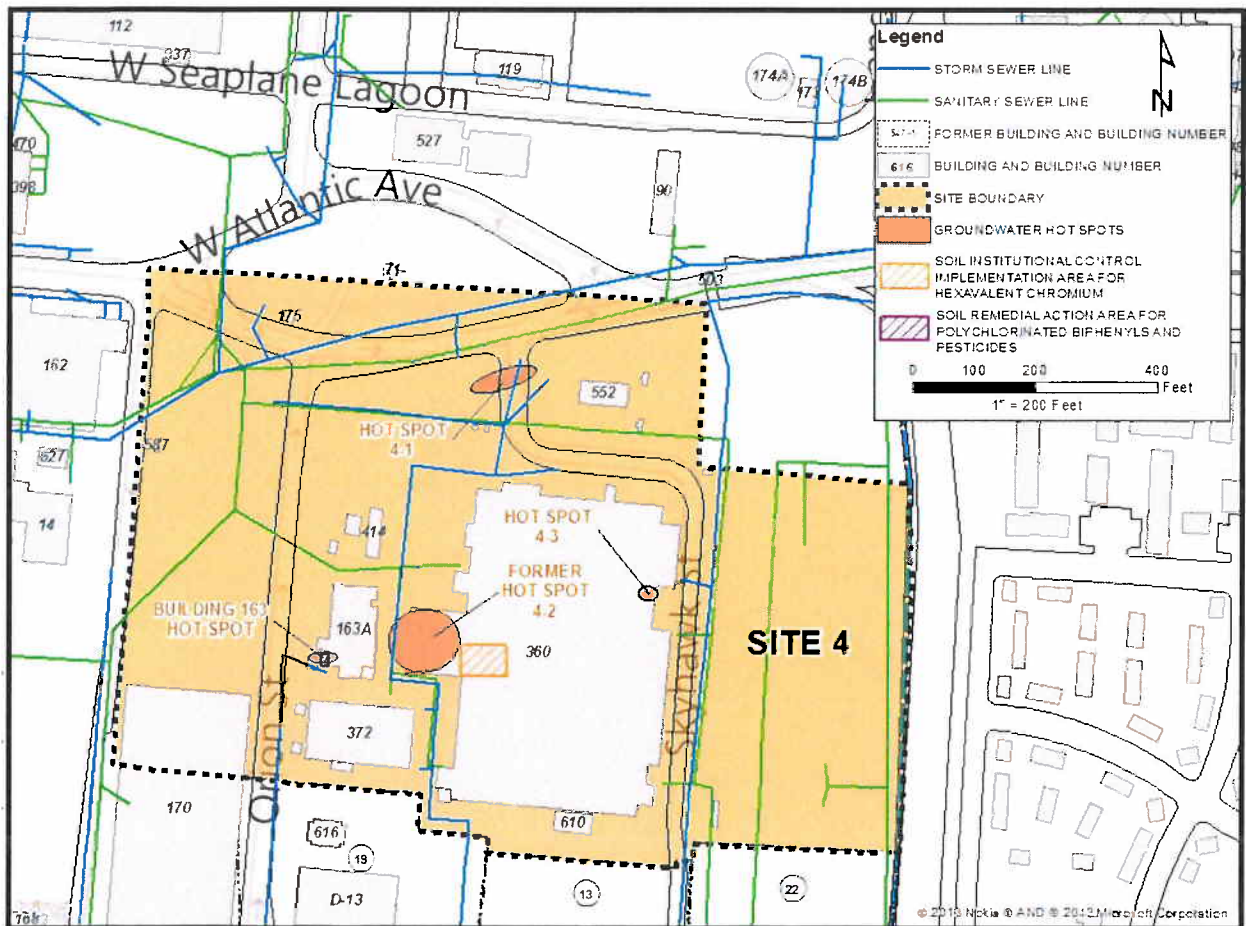
Estimated Conveyance Timeline: 2020

Status: Site 2 is an area of about 22 acres around Building 360, a former aircraft engine facility, and several smaller industrial buildings (see figure below). The northern portion of Site 2 is not in Site B. Much of Site 2 coincides with Site 1. Two localized areas of soil contamination are present, with levels that do not permit unrestricted land use: beneath the central-western portion of Building 360, and outside the southwest corner of Building 163. The ROD being agreed among the environmental regulatory agencies and the Navy, specifies no residential use in the affected area beneath Building 360 (see yellow diagonally hatched area (about 0.2 ac.) in the

May 1, 2014

figure below), and requires the Navy to excavate the soil contamination at the southwest corner of Building 163. In addition, Site 2 includes nine petroleum sites that need further investigation (and potentially remediation) before the Water Board closes them. The Navy's extensive investigations related to Site 1 suggest that none of these petroleum sites is associated with large-scale contamination. The future environmental work in Site 2 does not preclude commercial or industrial use now, provided construction, dewatering, and similar activities are coordinated with the Navy to ensure continued access and to avoid interference with wells and other remediation infrastructure. Once Site 2's remediation is completed, the only restriction is likely to be in the localized area beneath Building 360. However, the Site 1 restrictions will apply in some areas of Site 2 due to groundwater conditions.

History: Aircraft engine facility and support operations



Site 3 (IR 21 Group)

Use of Site: Unrestricted for commercial and industrial use upon conveyance (although much of it is subject to Site 1 restrictions)

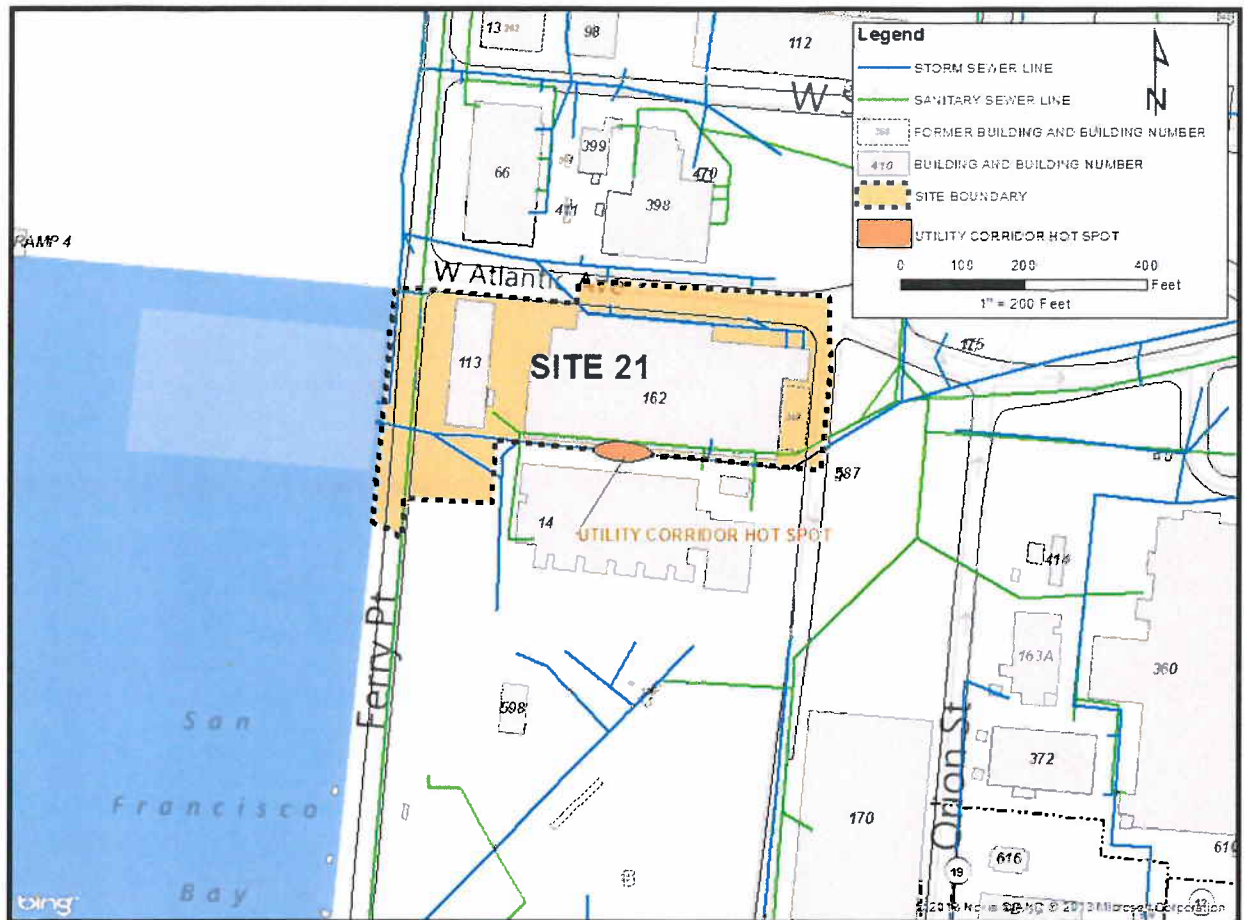
Estimated Conveyance Timeline: 2020

Status: Open. Site 3 is an area of about 5.1 acres around Building 162 at the northeast corner of Seaplane Lagoon (see figure below; although only the southern edge of Site 3 is in Site B, this discussion describes the whole site). Virtually all of Site 3 is within the western end of Site 1. The ROD being agreed among the environmental regulatory agencies and the Navy, requires no

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soil cleanup to allow unrestricted use at Site 3. The Water Board has not yet closed a former fuel line and an oil-water separator are in Site 3. The future investigation (and potential remediation) of these petroleum-related features does not preclude commercial or industrial use of the area, provided construction, dewatering, and similar activities are coordinated with the Navy to ensure continued access and to avoid interference with wells and other remediation infrastructure.

History: Ship fitting and engine repair



Site 4 (CAA 11 Group)

Use of Site: Unrestricted for commercial and industrial use now for the southern portion that has been conveyed and for the balance upon conveyance (although the northern portion of Site 4 is subject to Site 1 restrictions)

Estimated Timelines: 2020 for conveyance of Navy-owned northern portion; 3-4 years for Water Board closure of petroleum sites

Status: Open. Site 4 is an area of about 14 acres located between Seaplane Lagoon and Viking Street (see figure below). A portions of Site overlaps Site 4, and the southwestern corner of Site 4 is not in Site B. This site was a former fuel storage and transfer facility, including about 30 underground tanks, 5 aboveground tanks, and associated pipelines and facilities. Virtually all of the tankage and piping have been removed, and the Navy has conducted several clean-up efforts for both soil and groundwater. The Water Board has closed some of the pipelines and three aboveground tanks, without land-use restrictions. Additional investigation (and potentially

May 1, 2014

remediation) may be needed in order for the remainder of Site 4 to be closed by the Water Board. The future work at Site 4 does not preclude commercial or industrial use, provided construction, dewatering, and similar activities are coordinated with the Navy to ensure continued access and to avoid interference with wells and other remediation infrastructure.

History: Fuel storage and transfer



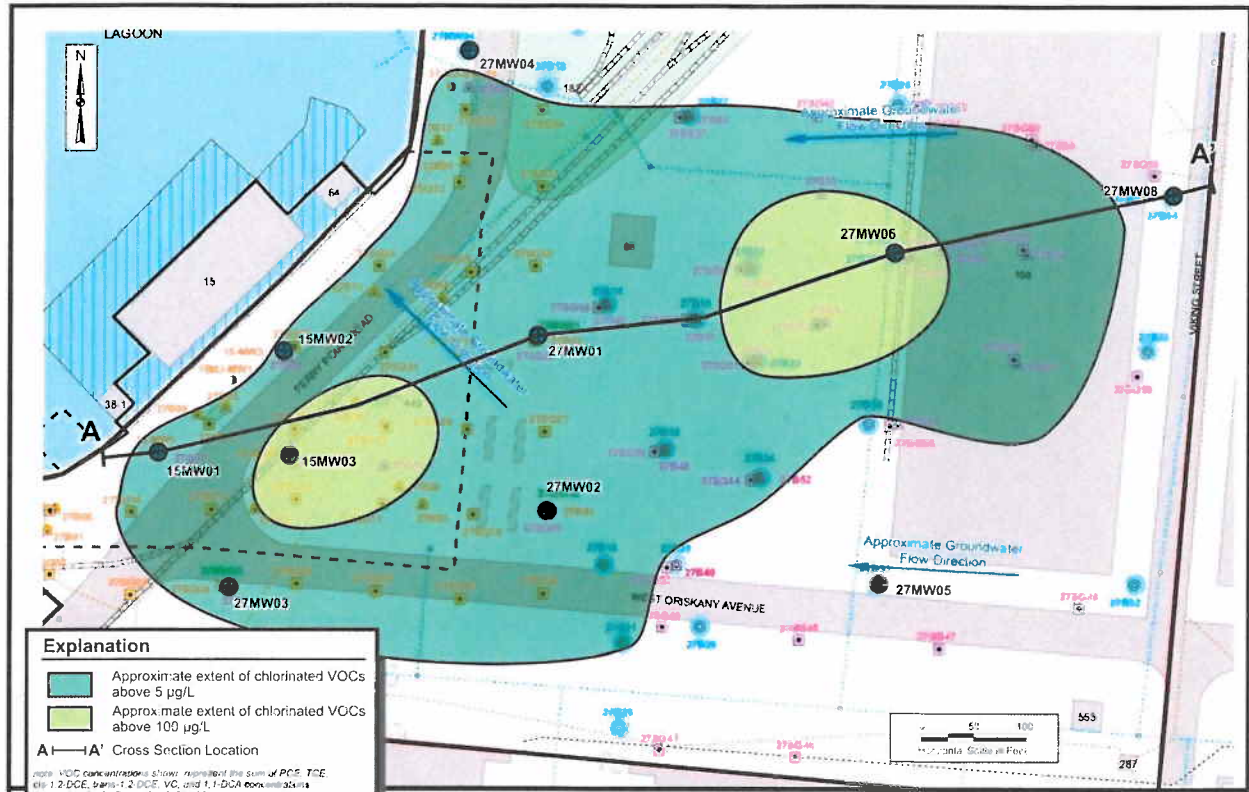
Site 5 (IR 27)

Use of Site: Unrestricted for commercial and industrial use now

Timelines: Ready now

Status: Open. Site 5 is an area of about 15.8 acres adjacent to the southeastern area of Seaplane Lagoon, extending eastward to Viking Street (see figure below). Only the northeastern portion of Site 5 is in Site B. The ROD concludes no soil cleanup at Site 5 is needed for unrestricted use, but groundwater remediation is required to protect against residential indoor vapor intrusion. The Navy has completed the active phase of Site 5's cleanup and has remediated most of the site's groundwater contamination. The ongoing monitored natural attenuation phase of the remediation does not preclude use of the area, provided construction, dewatering, and similar activities are coordinated with the Navy to ensure continued access and to avoid interference with wells and other remediation infrastructure.

History: Ship docking, ship repair, marine painting activities, warehousing, and vehicle parking



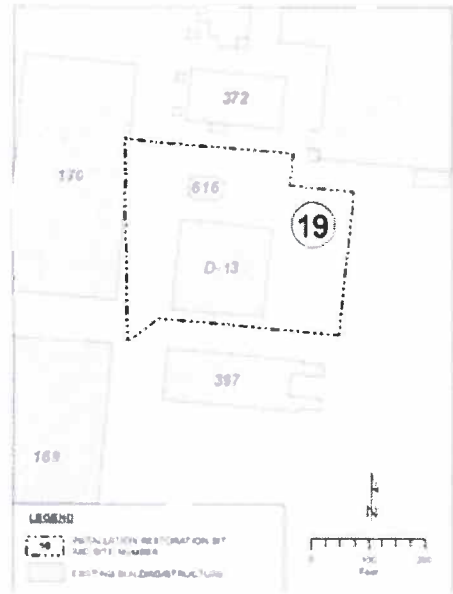
Site 6 (CAA-4C Group)

Use of Site: Unrestricted for commercial and industrial use now

Timelines: Ready now

Status: Open. Site 6 is a former automobile service station and car wash that operated between 1971 and 1980 at the northwest corner of Main Street and W. Pacific Avenue (see figure below). The station’s oil-water separator, three 12,000-gallon underground fuel tanks, and piping have been removed. Navy remedial efforts have cleaned up most of the leaked fuel, but petroleum-related contamination is still present in some areas. Additional investigation (and potentially remediation) is required before the Water Board closes Site 6. Once remediation is complete, Site 6 is expected to be available for unrestricted use. The future remedial work at Site 6 does not preclude use of the area, provided construction, dewatering, and similar activities are coordinated with the Navy to ensure continued access and to avoid interference with wells and other remediation infrastructure.

History: Former automobile service station



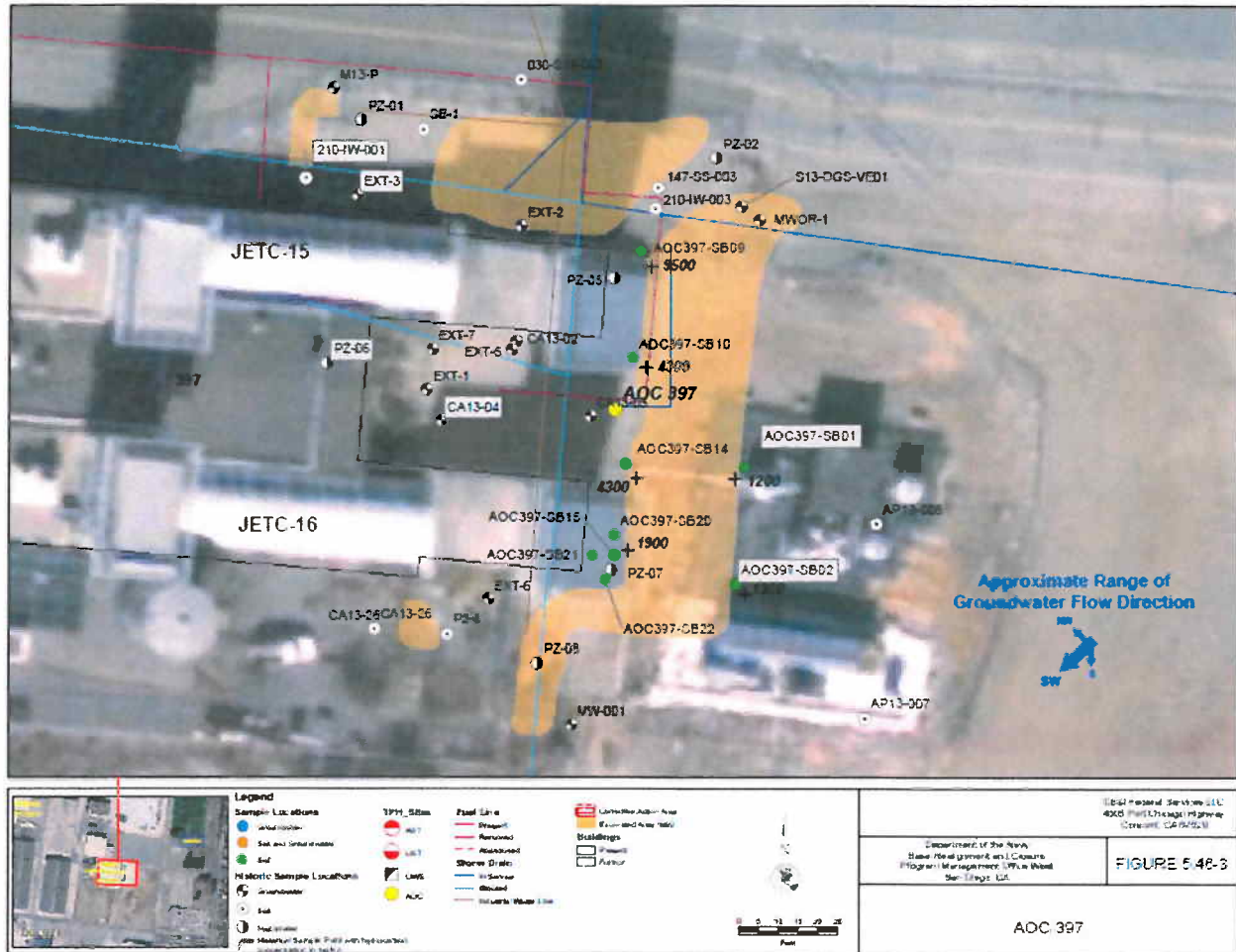
Site 8 (AOC 397 Group)

Use of Site: Unrestricted for commercial and industrial use now

Estimated Water Board Closure Timeline: Within 2-3 years

Status: Open. Site 8 is on the eastern side of Building 397, a former jet engine testing facility and the site of a historical jet fuel spill (see figure below). Site 8 is located within the northwest corner of Site 9. Extensive Navy remediation efforts have removed most of the fuel contamination, but the Water Board may require additional investigation, and potentially remediation, before closing Site 8 for unrestricted use. However, the future work at Site 8 does not preclude commercial or industrial use, provided construction, dewatering, and similar activities are coordinated with the Navy to ensure continued access and to avoid interference with wells and other remediation infrastructure.

History: Jet engine testing



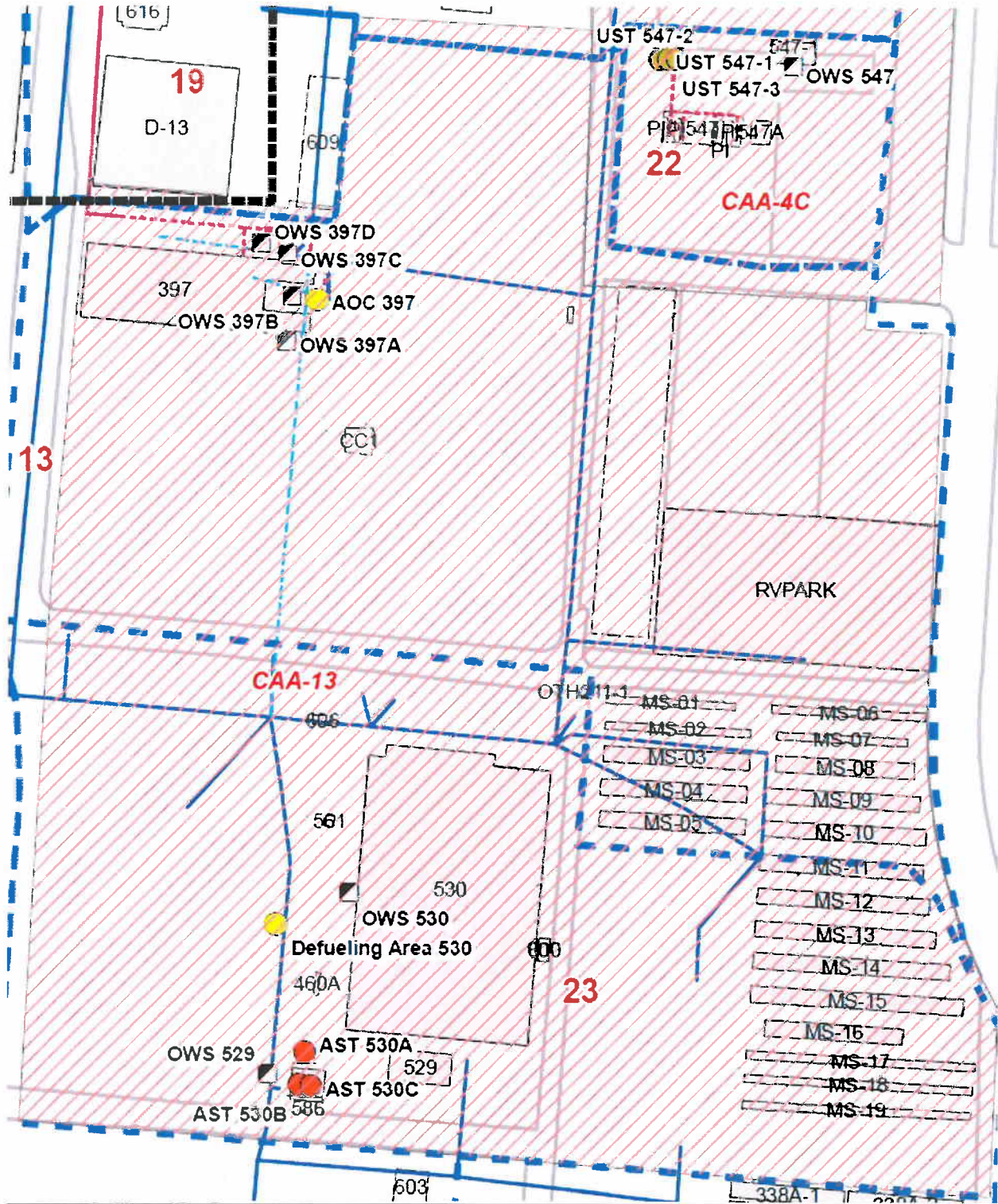
Site 9 (IR 13)

Use of Site: Unrestricted for commercial and industrial use now

Timelines: Ready now

Status: Open. Site 9 is the general vicinity of a late 1800s oil refinery in the southeastern quadrant of Site B (see figure below). Site 8 and much of Site 10 are located within Site 9. The ROD concludes that no soil or groundwater cleanup is needed for unrestricted use of Site 9, except for localized groundwater remediation in Site 9’s southeast corner, which the Navy is currently conducting. Although the Navy and the environmental regulators have concluded that an area underground tarry residue in Site 9 is not a threat to health or the environment, the Water Board requires that any excavation of this material be conducted so that it does not cause a nuisance. Further, the Water Board may require additional investigation, and potentially remediation, of petroleum conditions before closing Site 9 for unrestricted land use. The remaining investigation and remediation does not preclude commercial or industrial use, provided construction, dewatering, and similar activities are coordinated with the Navy to ensure continued access and to avoid interference with wells and other remediation infrastructure.

History: Petroleum refinery



Site 10 (Defueling Area 530 Group)

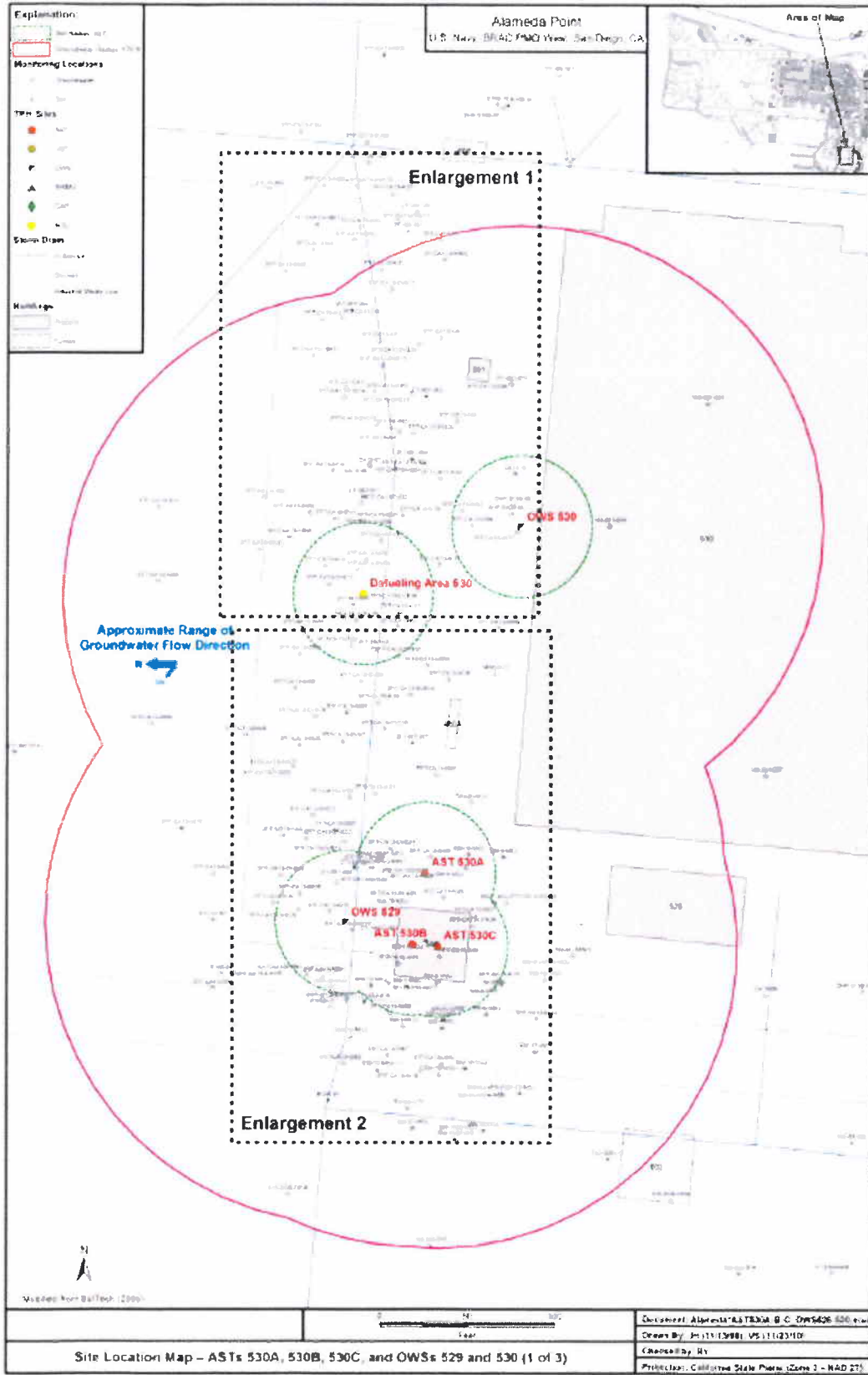
Use of Site: Unrestricted for commercial and industrial use

Estimated Water Board Closure Timeline: Within 4-5 years

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Status: Open. Site 10 is the area to the west of Building 530 (mostly within Site 9) that was used for defueling aircraft (see figure below) Within Site 10 were three aboveground 10,000- to 12,000-gallon petroleum tanks and two oil water separators. The Navy has removed much of the petroleum in groundwater at Site 10, but localized contamination is still believed to be present. The Water Board will require additional investigation (and potentially remediation) of Site 10 before closing it for unrestricted land use. The remaining environmental work at Site 10 does not preclude commercial or industrial use, provided construction, dewatering, and similar activities are coordinated with the Navy to ensure continued access and to avoid interference with wells and other remediation infrastructure.

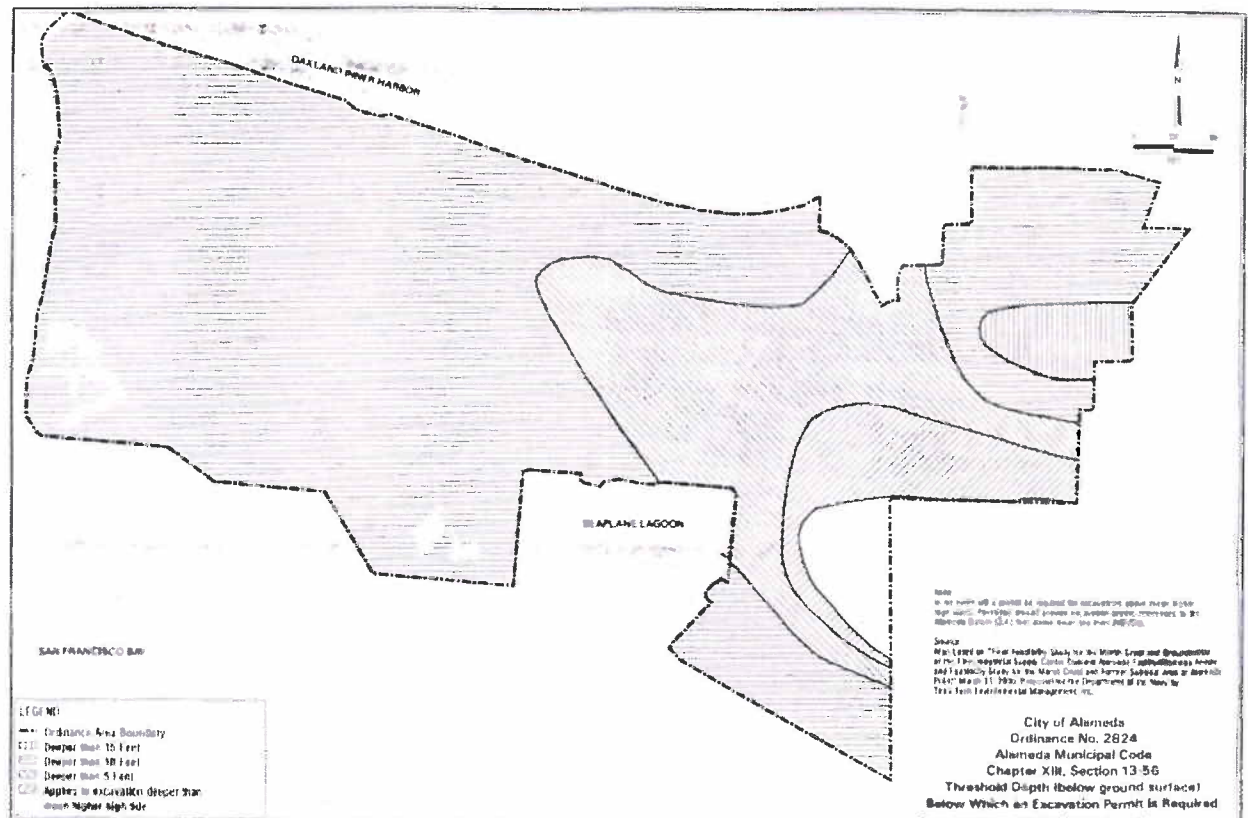
History: Aircraft defueling

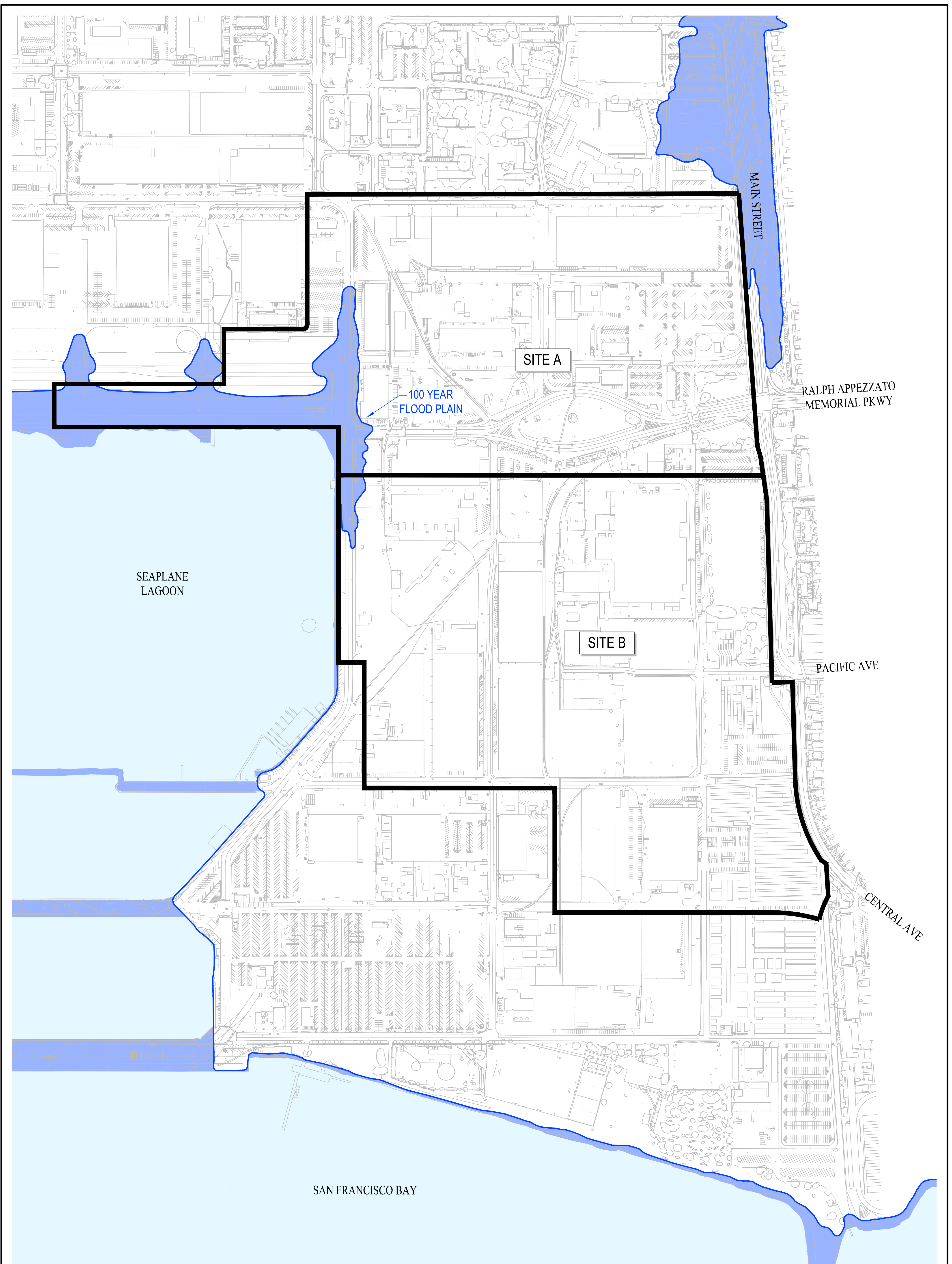


Marsh Crust

Much of Alameda Point was tidal marsh and subtidal before it was filled to create the Navy base. Petroleum-related activities in the general area before filling caused contamination to be sandwiched between the fill and the underlying original marsh and Bay sediments. This layer is called the marsh crust. The Navy and the environmental regulators have determined that marsh crust is an issue only if it is brought to the ground surface and mismanaged. Accordingly, intrusive activities that may extend deep enough to encounter marsh crust are subject to Alameda's Marsh Crust Ordinance, which specifies measures to properly manage and dispose of any marsh crust that may be brought to land surface. This ordinance applies to virtually all of Alameda Point.

The following figure shows the depths below which the Marsh Crust Ordinance applies. In the eastern approximately 40 percent of Site B, the marsh crust ordinance is not applicable, because this area was historically dry land. The other portions of Site B are subject to the Marsh Crust Ordinance for excavations that exceed the specified threshold depth. In the southwesternmost portions of Site B, only excavations deeper than 10 feet below ground surface are subject to the Marsh Crust Ordinance's requirements. The threshold depth becomes progressive shallower moving in easterly direction.





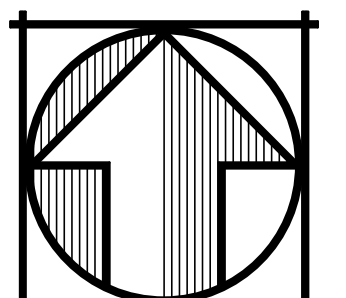
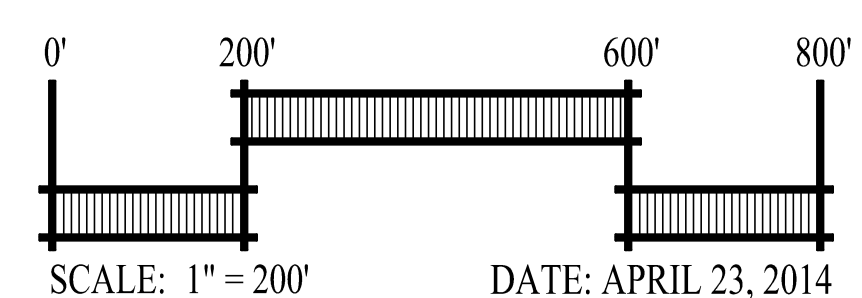
LEGEND

 100 YEAR FLOOD PLAIN - EXISTING CONDITIONS

ALAMEDA POINT
 SITE A & B
 100 YEAR FLOOD PLAIN - EXISTING CONDITIONS

CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA

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ALAMEDA POINT SITE B

April 22, 2014
Job No.: 1087-010

ENGINEER'S PRELIMINARY CONSTRUCTION COST ESTIMATE COST ESTIMATE SUMMARY ALAMEDA, CALIFORNIA

Description	Amount
SUMMARY	
BACKBONE INFRASTRUCTURE PACKAGE	\$ 50,820,000
DEVELOPMENT IMPACT FEE OBLIGATION	\$ 18,800,000
ON-SITE SITE PREPARATION AND GRADING ¹	\$ 25,631,000
TOTAL COSTS	\$ 95,251,000

Note:

1. These cost do not include on-site infrastructure (utilities, streets, parking lots, etc.)

Backbone Infrastructure Package



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ALAMEDA POINT SITE B

April 22, 2014
Job No.: 1087-010

BACKBONE INFRASTRUCTURE PACKAGE ENGINEER'S PRELIMINARY CONSTRUCTION COST ESTIMATE COST ESTIMATE SUMMARY ALAMEDA, CALIFORNIA

Item	Description	Amount
<u>BACKBONE INFRASTRUCTURE</u>		
1	DEMOLITION / SITE PREPARATION	\$ 8,804,000
2	ENVIRONMENTAL REMEDIATION	BY OTHERS
3	PERIMETER FLOOD PROTECTION AND ROADWAY GRADING	\$ 2,518,000
4	DEWATERING	\$ 1,565,000
5	SANITARY SEWER	\$ 3,760,000
6	STORM DRAIN	\$ 5,029,000
7	POTABLE WATER	\$ 1,880,000
8	RECYCLED WATER	\$ 486,000
9	DRY UTILITIES	\$ 2,432,000
10	ON-SITE STREET WORK	\$ 10,316,000
11	TRANSPORTATION (TDM)	\$ 1,855,000
12	PARKS AND OPEN SPACE	\$ 3,663,000
13	PUBLIC BENEFITS	<i>Included in Impact Fee</i>
SUBTOTAL BACKBONE INFRASTRUCTURE CONSTRUCTION COSTS (to nearest \$10,000)		\$ 42,310,000
<u>SOFT COSTS</u>		
14	CONSTRUCTION ADMIN	\$ 1,354,000
15	PROFESSIONAL SERVICES	\$ 5,077,000
16	FEES	\$ 1,910,000
17	IMPROVEMENT ACCEPTANCE	\$ 169,000
SUBTOTAL SOFT COSTS (to nearest \$10,000)		\$ 8,510,000
TOTAL SITE B BACKBONE INFRASTRUCTURE COSTS (to nearest \$10,000)		\$ 50,820,000



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ALAMEDA POINT SITE B

April 22, 2014
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BACKBONE INFRASTRUCTURE PACKAGE

ENGINEER'S PRELIMINARY CONSTRUCTION COST ESTIMATE

DEMOLITION / SITE PREPARATION

ALAMEDA, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	Amount
DEMOLITION / SITE PREPARATION					
1	Demo & Abatement of Ex Structures - <i>Industrial (S)</i>	395,000	SF	\$ 15.00	\$ 5,925,000
2	Demolition of Existing Pavement and Concrete <i>(Assume to be recycled and stockpiled)</i>	462,000	SF	\$ 0.75	\$ 346,500
3	Clearing and Grubbing - <i>Open Space areas only</i>	2.5	AC	\$ 2,000	\$ 5,000
4	Slurry Fill Existing Utilities - <i>Open Space</i>	2,900	LF	\$ 10	\$ 29,000
5	Remove Existing Utilities - <i>Within Proposed R/W's</i>	19,100	LF	\$ 35	\$ 668,500
6	Demolition of Ex Railroad Spurs	2,750	LF	\$ 25	\$ 68,750
SUBTOTAL DEMOLITION / SITE PREPARATION COSTS					\$ 7,043,000
25% CONTINGENCY					\$ 1,760,750
TOTAL DEMOLITION / SITE PREPARATION COSTS					\$ 8,804,000



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**ALAMEDA POINT
SITE B**

April 22, 2014
Job No.: 1087-010

**BACKBONE INFRASTRUCTURE PACKAGE
ENGINEER'S PRELIMINARY CONSTRUCTION COST ESTIMATE
ENVIRONMENTAL REMEDIATION
ALAMEDA, CALIFORNIA**

Item	Description	Quantity	Unit	Unit Price	Amount
<u>ENVIRONMENTAL REMEDIATION</u>					
					SUBTOTAL ENVIRONMENTAL REMEDIATION COSTS BY OTHERS
					25% CONTINGENCY BY OTHERS
					TOTAL ENVIRONMENTAL REMEDIATION COSTS BY OTHERS



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ALAMEDA POINT SITE B

April 22, 2014
Job No.: 1087-010

BACKBONE INFRASTRUCTURE PACKAGE ENGINEER'S PRELIMINARY CONSTRUCTION COST ESTIMATE PERIMETER FLOOD PROTECTION AND ROADWAY GRADING ALAMEDA, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	Amount
<u>GEOTECHNICAL REMEDIATION</u>					
1	Sea Plane Lagoon - <i>Revetment Repairs</i>	870	LF	\$ 200	\$ 174,000
2	Liquefaction Remediation - <i>DDC Roadways</i>	506,000	SF	\$ 1	\$ 506,000
3	Liquefaction Remediation - <i>DDC Berm</i>	42,500	SF	\$ 1	\$ 42,500
Subtotal Geotechnical Remediation					\$ 722,500
<u>EARTHWORK</u>					
4	Import - <i>Berms</i>				
	Raise to Flood Protection Elevation	3,600	CY	\$ 25	\$ 90,000
	Settlement due to DDC - Assume 1.75'	2,800	CY	\$ 25	\$ 70,000
	Settlement due to Increased Load - Assume 1.75'	2,800	CY	\$ 25	\$ 70,000
5	Import - <i>Roadways & Parks</i>				
	Raise Above Flood Plain	14,000	CY	\$ 25	\$ 350,000
	Settlement due to Fill	7,000	CY	\$ 25	\$ 175,000
	Settlement due to DDC - <i>Excludes Parks</i>	9,400	CY	\$ 25	\$ 235,000
6	Rough Grade - <i>Roadways & Parks</i>	22,500	CY	\$ 3.50	\$ 78,750
7	Rock Slope Protection	870	LF	\$ 200	\$ 174,000
8	Erosion Control	14	AC	\$ 3,500	\$ 49,000
Subtotal Earthwork					\$ 1,291,750
SUBTOTAL PERIMETER FLOOD PROTECTION AND ROADWAY GRADING COSTS					\$ 2,014,250
25% CONTINGENCY					\$ 503,563
TOTAL PERIMETER FLOOD PROTECTION AND ROADWAY GRADING COSTS					\$ 2,518,000



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ALAMEDA POINT SITE B

April 22, 2014
Job No.: 1087-010

BACKBONE INFRASTRUCTURE PACKAGE ENGINEER'S PRELIMINARY CONSTRUCTION COST ESTIMATE DEWATERING ALAMEDA, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	Amount
DEWATERING					
1	Dewatering - <i>On-Site Roadways & Main Street</i>	7,515	LF	\$ 100	\$ 751,500
2	Groundwater Contamination Treatment - <i>Budget</i>	1	LS	\$ 500,000	\$ 500,000
SUBTOTAL DEWATERING COSTS					\$ 1,252,000
25% CONTINGENCY					\$ 313,000
TOTAL DEWATERING COSTS					\$ 1,565,000



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ALAMEDA POINT SITE B

April 22, 2014
Job No.: 1087-010

BACKBONE INFRASTRUCTURE PACKAGE ENGINEER'S PRELIMINARY CONSTRUCTION COST ESTIMATE SANITARY SEWER ALAMEDA, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	Amount
<u>SANITARY SEWER</u>					
1	12" Sanitary Sewer	1,450	LF	\$ 70	\$ 101,500
2	8" Sanitary Sewer	4,550	LF	\$ 50	\$ 227,500
3	Manholes (<i>Assume 1 every 300'</i>)	20	EA	\$ 6,000	\$ 120,000
4	Stubs to Future Development	27	EA	\$ 2,000	\$ 54,000
5	Lift Stations - <i>With back-up power</i>	2	EA	\$ 750,000	\$ 1,500,000
6	Connect New Main to Existing Trunk Main	3	EA	\$ 10,000	\$ 30,000
7	Utilidors	575	LF	\$ 1,000	\$ 575,000
8	Maintain Service to Ex Buildings & Future Phases	1	LS	\$ 250,000	\$ 250,000
9	Replace Bay Mud / Marsh Crust Material <i>(Within Utility Trenches)</i>	6,000	CY	\$ 25	\$ 150,000
SUBTOTAL SANITARY SEWER COSTS					\$ 3,008,000
25% CONTINGENCY					\$ 752,000
TOTAL SANITARY SEWER COSTS					\$ 3,760,000



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**ALAMEDA POINT
SITE B**

April 22, 2014
Job No.: 1087-010

BACKBONE INFRASTRUCTURE PACKAGE
ENGINEER'S PRELIMINARY CONSTRUCTION COST ESTIMATE
STORM DRAIN
ALAMEDA, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	Amount
STORM DRAIN					
1	60" Storm Drain	25	LF	\$ 240	\$ 6,000
2	60" Storm Drain - <i>In existing pavement</i>	1,250	LF	\$ 360	\$ 450,000
3	48" Storm Drain	1,085	LF	\$ 192	\$ 208,320
4	48" Storm Drain - <i>In existing pavement</i>	1,220	LF	\$ 288	\$ 351,360
5	36" Storm Drain	2,150	LF	\$ 144	\$ 309,600
6	36" Storm Drain - <i>In existing pavement</i>	560	LF	\$ 216	\$ 120,960
7	24" Storm Drain	1,575	LF	\$ 96	\$ 151,200
8	18" Storm Drain	800	LF	\$ 72	\$ 57,600
9	Manholes (<i>Assume 1 every 300'</i>)	29	EA	\$ 6,000	\$ 174,000
10	Outlets to San Francisco Bay	1	EA	\$ 250,000	\$ 250,000
11	Mitigation for Storm Drain Outfall	1	EA	\$ 100,000	\$ 100,000
12	Utilidors	575	LF	\$ 1,000	\$ 575,000
13	Interim Drainage to Existing Parcels to Remain (<i>Budget</i>)	1	LS	\$ 250,000	\$ 250,000
14	Stubs to Future Development (<i>Budget</i>)	27	EA	\$ 2,000	\$ 54,000
15	Roadside Vegetated Swales / Water Quality Facilities	13,300	LF	\$ 40	\$ 532,000
16	Replace Bay Mud / Marsh Crust Material (<i>Within Utility Trenches</i>)	17,330	CY	\$ 25	\$ 433,250
SUBTOTAL STORM DRAIN COSTS					\$ 4,023,000
25% CONTINGENCY					\$ 1,005,750
TOTAL STORM DRAIN COSTS					\$ 5,029,000



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BACKBONE INFRASTRUCTURE PACKAGE ENGINEER'S PRELIMINARY CONSTRUCTION COST ESTIMATE POTABLE WATER ALAMEDA, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	Amount
POTABLE WATER					
1	16" Water Pipe <i>(Including appurtenances)</i>	1,925	LF	\$ 140	\$ 269,500
2	12" Water Pipe <i>(Including appurtenances)</i>	4,900	LF	\$ 120	\$ 588,000
3	Stubs to Future Development	27	EA	\$ 2,000	\$ 54,000
4	Connect to Ex Waterline <i>(Including Meter & Backflow)</i>	9	EA	\$ 15,000	\$ 135,000
5	Fire Hydrants <i>(Assume 1 every 500')</i>	14	EA	\$ 4,000	\$ 56,000
6	Irrigation Services <i>(Assume 1 every 0.33 Mile)</i>	4	EA	\$ 2,000	\$ 8,000
7	Utilidors	575	LF	\$ 250	\$ 143,750
8	Maintain Service to Ex Buildings & Future Phases	1	LS	\$ 250,000	\$ 250,000
SUBTOTAL POTABLE WATER COSTS					\$ 1,504,000
25% CONTINGENCY					\$ 376,000
TOTAL POTABLE WATER COSTS					\$ 1,880,000



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BACKBONE INFRASTRUCTURE PACKAGE ENGINEER'S PRELIMINARY CONSTRUCTION COST ESTIMATE

RECYCLED WATER ALAMEDA, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	Amount
RECYCLED WATER					
1	12" Recycled Water Pipe <i>(Including appurtenances)</i>	3,500	LF	\$ 60	\$ 210,000
2	Stubs to Future Development	15	EA	\$ 2,000	\$ 30,000
3	Irrigation Services	2	EA	\$ 2,500	\$ 5,000
4	Utilidors	575	LF	\$ 250	\$ 143,750
SUBTOTAL RECYCLED WATER COSTS					\$ 389,000
25% CONTINGENCY					\$ 97,250
TOTAL RECYCLED WATER COSTS					\$ 486,000



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BACKBONE INFRASTRUCTURE PACKAGE ENGINEER'S PRELIMINARY CONSTRUCTION COST ESTIMATE DRY UTILITIES ALAMEDA, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	Amount
DRY UTILITIES					
1	Relocate Elec Transmission (115 kV) Poles - <i>Main St</i>	0	EA	\$ 50,000	N.I.C.
2	Relocate Existing Street Lights - <i>Main St</i>	0	EA	\$ 5,000	\$ -
3	Joint Trench Facilities - <i>Main St</i>	925	LF	\$ 120	\$ 111,000
4	Joint Trench Facilities - <i>To Substation</i>	325	LF	\$ 240	\$ 78,000
5	Joint Trench Facilities	6,650	LF	\$ 120	\$ 798,000
6	Additional Facilities for Multiple Utility Companies	6,650	LF	\$ 20	\$ 133,000
7	Electroliers - <i>Assume 1 every 120'</i>	63	EA	\$ 4,000	\$ 252,000
8	Utilidors	575	LF	\$ 250	\$ 143,750
9	Maintain Service to Ex Buildings - <i>During Construction</i>	1	LS	\$ 250,000	\$ 250,000
10	Connect to Existing Substation	1	EA	\$ 100,000	\$ 100,000
11	Connect to Existing Joint Trench	16	EA	\$ 5,000	\$ 80,000
SUBTOTAL DRY UTILITIES COSTS					\$ 1,945,750
25% CONTINGENCY					\$ 486,438
TOTAL DRY UTILITIES COSTS					\$ 2,432,000



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BACKBONE INFRASTRUCTURE PACKAGE
ENGINEER'S PRELIMINARY CONSTRUCTION COST ESTIMATE
ON-SITE STREET WORK
ALAMEDA, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	Amount
ON-SITE STREET WORK					
<i>Please see Appendix for the linear footage cost breakdowns</i>					
1	Main Street Reconstruction				
	Pacific to Atlantic	865	LF	\$ 750	\$ 648,750
	Intersection Modification - Pacific / Main St	1	LS	\$ 500,000	\$ 500,000
	Traffic Signal Modification - Pacific / Main St	1	LS	\$ 350,000	\$ 350,000
2	On-Site Streets				
	Pacific Avenue - New	1,900	LF	\$ 565	\$ 1,073,500
	Island Collector - Bike Lanes - New	1,095	LF	\$ 490	\$ 536,550
	Local Streets - Bike Lanes - New	1,400	LF	\$ 465	\$ 651,000
	Local Streets - Bike Lanes (Protected) - New	870	LF	\$ 465	\$ 404,550
	Seaplane (East) - New	1,385	LF	\$ 665	\$ 921,025
3	Central Avenue Realignment	1	LS	\$ 2,000,000	\$ 2,000,000
4	Traffic Signals - On-Site (Budget)	1	EA	\$ 250,000	\$ 250,000
5	Conform to Ex Intersections - Budget During Construction	3	EA	\$ 100,000	\$ 300,000
6	Temporary Access Roads to Ex Bldg's - During Construction	1	LS	\$ 250,000	\$ 250,000
7	Misc Frontage Improvements to Ex Bldg's to Remain	2,000	LF	\$ 100	\$ 200,000
8	Driveways - Residential Alleys & Commercial Parking lots	27	EA	\$ 1,000	\$ 27,000
9	Temp Barricades - At Entrances to Future Development	27	EA	\$ 1,500	\$ 40,500
10	Traffic Calming Budget	1	LS	\$ 100,000	\$ 100,000
SUBTOTAL ON-SITE STREET WORK COSTS					\$ 8,253,000
25% CONTINGENCY					\$ 2,063,250
TOTAL ON-SITE STREET WORK COSTS					\$ 10,316,000



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BACKBONE INFRASTRUCTURE PACKAGE ENGINEER'S PRELIMINARY CONSTRUCTION COST ESTIMATE TRANSPORTATION ALAMEDA, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	Amount
<u>TRANSPORTATION IMPROVEMENTS - TDM MEASURES</u>					
1	TDM Near Term Measures (<i>Shuttle Service, Core Support Services, Easy Pass Program, Bike Station, Etc.</i>) Per TDM Plan Table A-1	1	LS	\$ 322,000	\$ 322,000
2	Surface Parking Lot (<i>P1 and P2</i>)	1	LS	\$ 1,012,000	\$ 1,012,000
3	Parking Meters	1	LS	\$ 150,000	\$ 150,000
SUBTOTAL TRANSPORTATION COSTS					\$ 1,484,000
25% CONTINGENCY					\$ 371,000
TOTAL TRANSPORTATION COSTS					\$ 1,855,000



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BACKBONE INFRASTRUCTURE PACKAGE ENGINEER'S PRELIMINARY CONSTRUCTION COST ESTIMATE PARKS AND OPEN SPACE ALAMEDA, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	Amount
<u>PARKS AND OPEN SPACE</u>					
1	Seaplane Lagoon Landscaping	1.7	AC	\$ 1,500,000	\$ 2,550,000
2	Landscaping Buffer for Substation	12,500	SF	\$ 8	\$ 100,000
3	Bay Trail - <i>Main Street, Berms & Seaplane Lagoon</i>	35,000	SF	\$ 8	\$ 280,000
SUBTOTAL PARKS AND OPEN SPACE COSTS					\$ 2,930,000
25% CONTINGENCY					\$ 732,500
TOTAL PARKS AND OPEN SPACE COSTS					\$ 3,663,000



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BACKBONE INFRASTRUCTURE PACKAGE ENGINEER'S PRELIMINARY CONSTRUCTION COST ESTIMATE

PUBLIC BENEFITS ALAMEDA, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	Amount
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PUBLIC BENEFITS

Included in Development Fee Obligation

SUBTOTAL PUBLIC BENEFITS COSTS \$ -

25% CONTINGENCY \$ -

TOTAL PUBLIC BENEFITS COSTS \$ -



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BACKBONE INFRASTRUCTURE PACKAGE

ENGINEER'S PRELIMINARY CONSTRUCTION COST ESTIMATE

CONSTRUCTION ADMIN

ALAMEDA, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	Amount
CONSTRUCTION ADMIN					
1	Construction Admin (4% costs)	0.04	LS	\$ 33,848,000	\$ 1,353,920
SUBTOTAL CONSTRUCTION ADMIN COSTS					\$ 1,354,000
25% CONTINGENCY					N.I.C.
TOTAL CONSTRUCTION ADMIN COSTS					\$ 1,354,000



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BACKBONE INFRASTRUCTURE PACKAGE ENGINEER'S PRELIMINARY CONSTRUCTION COST ESTIMATE PROFESSIONAL SERVICES ALAMEDA, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	Amount
PROFESSIONAL SERVICES					
1	Professional Services (15% costs)	0.15	LS	\$ 33,848,000	\$ 5,077,200
SUBTOTAL PROFESSIONAL SERVICES COSTS					\$ 5,077,000
25% CONTINGENCY					N.I.C.
TOTAL PROFESSIONAL SERVICES COSTS					\$ 5,077,000



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BACKBONE INFRASTRUCTURE PACKAGE ENGINEER'S PRELIMINARY CONSTRUCTION COST ESTIMATE FEES ALAMEDA, CALIFORNIA

Item	Description	Fee	Amount
<u>ENTITLEMENT FEES</u>			
1	Entitlement Fees	<i>Not Included</i>	N.I.C.
	Subtotal Entitlement Fees		N.I.C.
<u>CITY PLAN CHECK & INSPECTION FEES</u>			
2	Grading and Improvement Plan Review	<i>Assume 1% of Infrastructure Costs</i>	\$ 338,480
3	Grading and Improvement Bond	<i>Assume 1% of Infrastructure Costs</i>	\$ 338,480
4	Inspection Fee	<i>Assume 2% of Infrastructure Costs</i>	\$ 676,960
	Subtotal City Plan Check & Inspection Fees		\$ 1,353,920
<u>EBMUD FEES</u>			
5	System Capacity Charge (Potable):		
	5/8"	\$22,260 / unit x 0 units	\$ -
	1" (<i>Irrigation Service</i>)	\$55,760 / unit x 4 units	\$ 223,040
	1-1/2"	\$111,520 / unit x 0 units	\$ -
	2"	\$178,430 / unit x 0 units	\$ -
6	Design and Inspection Fee	\$3,988 + \$39 / LF x 6825 LF	\$ 270,163
7	Connection Fee:		
	5/8"	\$1,114 / unit x 0 units	\$ -
	1" (<i>Irrigation Service</i>)	\$1,114 / unit x 4 units	\$ 4,456
	1-1/2"	\$3,001 / unit x 0 units	\$ -
	2"	\$3,306 / unit x 0 units	\$ -
8	Fire Hydrant Fee	\$3,012 / hydrant x 14 hydrants \$16 / LF x 20 LF x 14	\$ 46,648
9	EBMUD Bond	1% of Water Costs	\$ 15,040
10	Account Fee	(\$38 / unit x 4 units)	\$ 152
	Subtotal EBMUD Fees		\$ 559,499
		SUBTOTAL FEES	\$ 1,913,000
		25% CONTINGENCY	N.I.C.
		TOTAL FEES	\$ 1,910,000



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BACKBONE INFRASTRUCTURE PACKAGE ENGINEER'S PRELIMINARY CONSTRUCTION COST ESTIMATE IMPROVEMENT ACCEPTANCE ALAMEDA, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	Amount
IMPROVEMENT ACCEPTANCE					
1	Improvement Acceptance (0.5% Costs)	0.005	LS	\$ 33,848,000	\$ 169,240
SUBTOTAL IMPROVEMENT ACCEPTANCE COSTS					\$ 169,240
25% CONTINGENCY					N.I.C.
TOTAL IMPROVEMENT ACCEPTANCE COSTS					\$ 169,000

On-Site Site Preparation and Grading



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ALAMEDA POINT SITE B

April 22, 2014
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ON-SITE - SITE PREPARATION AND GRADING ENGINEER'S PRELIMINARY CONSTRUCTION COST ESTIMATE DEMOLITION / SITE PREPARATION ALAMEDA, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	Amount
DEMOLITION / SITE PREPARATION					
1	Demo & Abatement of Ex Structures - <i>Industrial (S)</i>	385,000	SF	\$ 15.00	\$ 5,775,000
2	Demolition of Existing Pavement and Concrete <i>(Assume to be recycled and stockpiled)</i>	1,655,000	SF	\$ 0.75	\$ 1,241,250
3	Clearing and Grubbing - <i>Open Space areas only</i>	13.0	AC	\$ 2,000	\$ 26,000
4	Slurry Fill Existing Utilities - <i>Development Area</i>	34,000	LF	\$ 10	\$ 340,000
5	Remove Existing Utilities - <i>Development Area</i>	34,000	LF	\$ 35	\$ 1,190,000
6	Demolition of Ex Railroad Spurs	2,600	LF	\$ 25	\$ 65,000
Subtotal Demolition / Site Preparation					\$ 8,637,250
GRADING					
7	Liquefaction Remediation - <i>DDC Dev Areas</i>	2,923,000	SF	\$ 1	\$ 2,923,000
8	Import - <i>Development Areas</i>				
	Raise Above Flood Plain	56,000	CY	\$ 25	\$ 1,400,000
	Settlement due to Fill	28,000	CY	\$ 25	\$ 700,000
	Settlement due to DDC	54,200	CY	\$ 25	\$ 1,355,000
	Settlement due to Increased Structure Load - <i>Assume 1</i>	38,500	CY	\$ 25	\$ 962,500
9	Rough Grade - <i>Assume 1' across Development Areas</i>	108,000	CY	\$ 3.50	\$ 378,000
10	Finish Super Pad	67	AC	\$ 10,000	\$ 670,000
11	Erosion Control	67	AC	\$ 3,500	\$ 234,500
Subtotal Grading					\$ 8,623,000
SUBTOTAL ON-SITE - SITE PREPARATION AND GRADING COSTS					\$ 17,260,250
25% CONTINGENCY					\$ 4,315,063
23.5% SOFT COSTS					\$ 4,056,159
TOTAL ON-SITE - SITE PREPARATION AND GRADING COSTS					\$ 25,631,000

Street Linear Footage Costs



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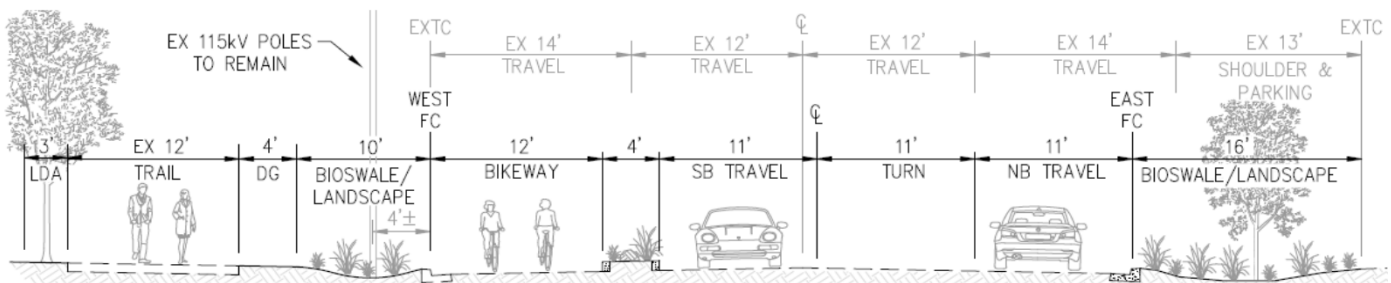
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BACKBONE INFRASTRUCTURE ENGINEER'S PRELIMINARY CONSTRUCTION COST ESTIMATE TYPICAL PER FOOT STREET COSTS ALAMEDA, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	Cost per LF
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MAIN STREET - PACIFIC AVENUE TO ATLANTIC AVENUE

Note: Bay Trail & Buffer included in In-Tract costs



1	Clearing & Grubbing	0	LF	\$ 2.50	\$ -
2	Grading	0	CY	\$ 10.00	\$ -
3	Fine Grading	0	SF	\$ 0.50	\$ -
4	Sawcut Existing Pavement	3	LF	\$ 4.00	\$ 12.00
5	Remove Existing Pavement / Concrete	21.5	SF	\$ 1.00	\$ 21.50
6	Demo Ex Curb & Gutter	1	LF	\$ 10.00	\$ 10.00
7	5" AC	0	SF	\$ 2.75	\$ -
8	22" AB (Assume On-Site Re-Use)	0	SF	\$ 2.20	\$ -
9	2" AC Overlay Existing Pavement	42	SF	\$ 2.00	\$ 84.00
10	SubGrade Fabric	0	SF	\$ 0.35	\$ -
11	Pavement Sealant	0	SF	\$ 0.05	\$ -
12	Curb & Gutter	1	LF	\$ 25.00	\$ 25.00
13	Median Curb	2	LF	\$ 20.00	\$ 40.00
14	Sidewalk	0	SF	\$ 6.50	\$ -
15	Bike Path (Existing Pavement to Remain)	0	SF	\$ 3.00	\$ -
16	Handicap Ramps (Assume 2 every 500')	1	LF	\$ 12.00	\$ 12.00
17	Signing / Striping / Monuments	1	LF	\$ 10.00	\$ 10.00
18	Local Storm Drain (24" main & 18" crossings every 300')	1	LF	\$ 110.00	\$ 110.00
19	Storm Drain Catch Basins (Assume 2 every 300')	1	LF	\$ 21.33	\$ 21.33
20	Roadside Vegetated Swales	2	LF	\$ 60.00	\$ 120.00
21	Median Irrigation and Landscaping	4	SF	\$ 7.50	\$ 30.00
22	Parkway Irrigation and Landscaping	26	SF	\$ 7.50	\$ 195.00
23	Traffic Control	1	LF	\$ 40.00	\$ 40.00
24	Construction Sequencing	1	LF	\$ 20.00	\$ 20.00
25	Electroliers				Included in Dry Utilities

TOTAL MAIN STREET - PACIFIC AVENUE TO ATLANTIC AVENUE LINEAR FOOT COSTS \$ 750.83

SAY \$ 750.00



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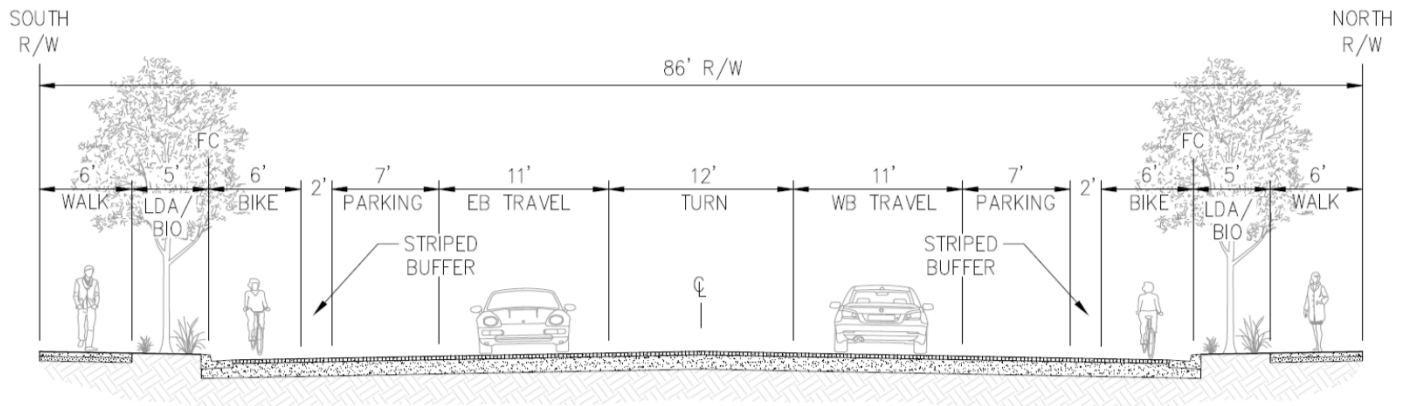
ALAMEDA POINT SITE B

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BACKBONE INFRASTRUCTURE ENGINEER'S PRELIMINARY CONSTRUCTION COST ESTIMATE TYPICAL PER FOOT STREET COSTS (NEW) ALAMEDA, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	Cost per LF
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PACIFIC AVENUE



1	Grading				<i>Included in Grading</i>
2	Remove Existing Pavement / Median				<i>Included in Demolition</i>
3	Fine Grading	86	SF	\$ 0.50	\$ 43.00
4	4" AC	61	SF	\$ 2.20	\$ 134.20
5	16" AB (<i>Assume On-Site Re-Use</i>)	61	SF	\$ 1.60	\$ 97.60
6	SubGrade Fabric	64	SF	\$ 0.35	\$ 22.40
7	Pavement Sealant	61	SF	\$ 0.05	\$ 3.05
8	Curb & Gutter	2	LF	\$ 25.00	\$ 50.00
9	Sidewalk	12	SF	\$ 6.50	\$ 78.00
10	Handicap Ramps (<i>assume 2 every 500'</i>)	1	LF	\$ 12.00	\$ 12.00
11	Signing / Striping / Monuments	1	LF	\$ 10.00	\$ 10.00
12	Parkway Irrigation and Landscaping	10	SF	\$ 7.50	\$ 75.00
13	Roadway Low Points (<i>2 CB's & 18" crossing every 300'</i>)	1	LF	\$ 37.89	\$ 37.89
14	Electroliers				<i>Included in Dry Utilities</i>

TOTAL PACIFIC AVENUE LINEAR FOOT COSTS \$ 563.14

SAY \$ 565.00



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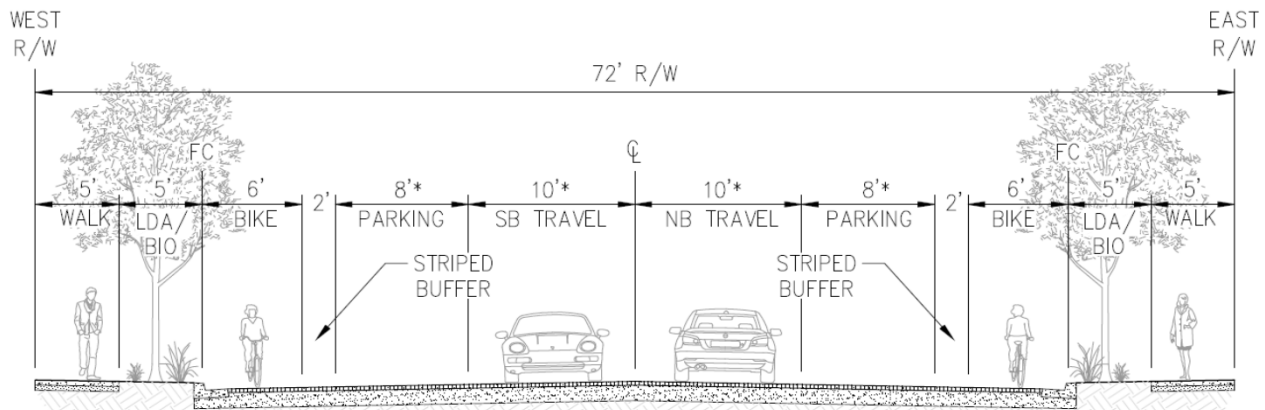
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BACKBONE INFRASTRUCTURE ENGINEER'S PRELIMINARY CONSTRUCTION COST ESTIMATE TYPICAL PER FOOT STREET COSTS (NEW) ALAMEDA, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	Cost per LF
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ISLAND COLLECTOR - BIKE LANES



1	Grading					Included in Grading
2	Remove Existing Pavement					Included in Demolition
3	Fine Grading	72	SF	\$ 0.50	\$ 36.00	
4	4" AC	49	SF	\$ 2.20	\$ 107.80	
5	16" AB (Assume On-Site Re-Use)	49	SF	\$ 1.60	\$ 78.40	
6	SubGrade Fabric	52	SF	\$ 0.35	\$ 18.20	
7	Pavement Sealant	49	SF	\$ 0.05	\$ 2.45	
8	Curb & Gutter	2	LF	\$ 25.00	\$ 50.00	
9	Sidewalk	10	SF	\$ 6.50	\$ 65.00	
10	Handicap Ramps (Assume 2 every 500')	1	LF	\$ 12.00	\$ 12.00	
11	Signing / Striping / Monuments	1	LF	\$ 7.50	\$ 7.50	
12	Parkway Irrigation and Landscaping	10	SF	\$ 7.50	\$ 75.00	
13	Roadway Low Points (2 CB's & 18" crossing every 300')	1	LF	\$ 35.01	\$ 35.01	
14	Electroliers					Included in Dry Utilities

TOTAL ISLAND COLLECTOR - BIKE LANES LINEAR FOOT COSTS \$ 487.36

SAY \$ 490.00



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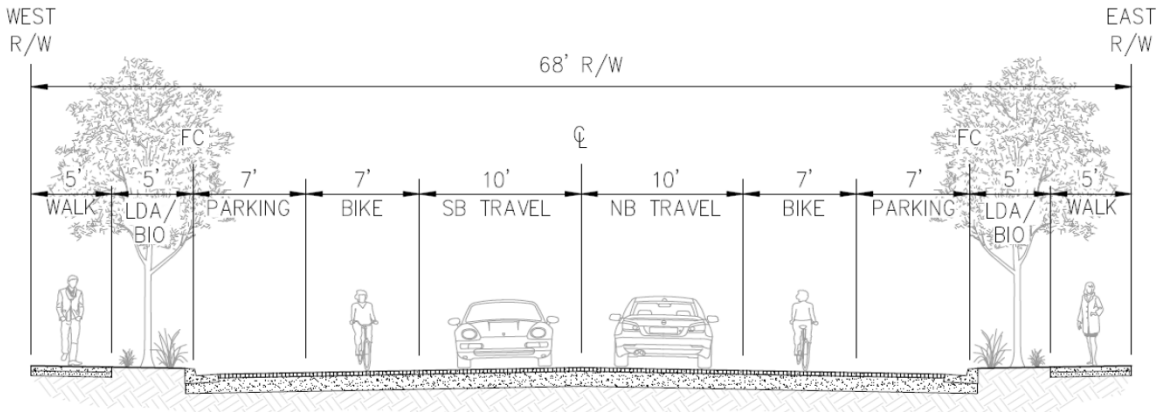
ALAMEDA POINT SITE B

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BACKBONE INFRASTRUCTURE ENGINEER'S PRELIMINARY CONSTRUCTION COST ESTIMATE TYPICAL PER FOOT STREET COSTS (NEW) ALAMEDA, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	Cost per LF
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LOCAL STREETS - BIKE LANES



1	Grading					Included in Grading
2	Remove Existing Pavement					Included in Demolition
3	Fine Grading	68	SF	\$ 0.50	\$ 34.00	
4	4" AC	45	SF	\$ 2.20	\$ 99.00	
5	16" AB (Assume On-Site Re-Use)	45	SF	\$ 1.60	\$ 72.00	
6	SubGrade Fabric	48	SF	\$ 0.35	\$ 16.80	
7	Pavement Sealant	45	SF	\$ 0.05	\$ 2.25	
8	Curb & Gutter	2	LF	\$ 25.00	\$ 50.00	
9	Sidewalk	10	SF	\$ 6.50	\$ 65.00	
10	Handicap Ramps (Assume 2 every 500')	1	LF	\$ 12.00	\$ 12.00	
11	Signing / Striping / Monuments	1	LF	\$ 5.00	\$ 5.00	
12	Parkway Irrigation and Landscaping	10	SF	\$ 7.50	\$ 75.00	
13	Roadway Low Points (2 CB's & 18" crossing every 300')	1	LF	\$ 34.05	\$ 34.05	
14	Electroliers					Included in Dry Utilities

TOTAL LOCAL STREETS - BIKE LANES LINEAR FOOT COSTS \$ 465.10

SAY \$ 465.00



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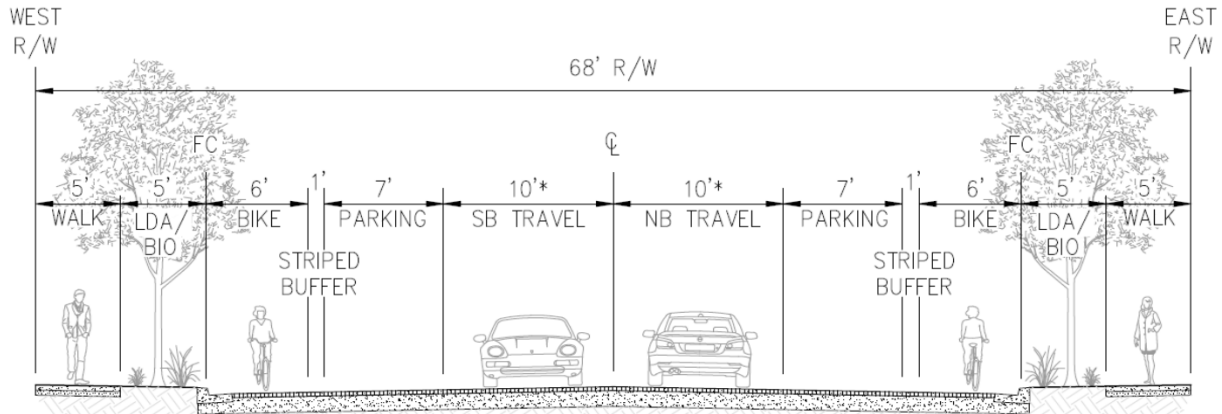
ALAMEDA POINT SITE B

April 22, 2014
Job No.: 1087-010

BACKBONE INFRASTRUCTURE ENGINEER'S PRELIMINARY CONSTRUCTION COST ESTIMATE TYPICAL PER FOOT STREET COSTS (NEW) ALAMEDA, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	Cost per LF
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LOCAL STREETS - PROTECTED BIKE LANES



1	Grading					Included in Grading
2	Remove Existing Pavement					Included in Demolition
3	Fine Grading	68	SF	\$ 0.50	\$ 34.00	
4	4" AC	45	SF	\$ 2.20	\$ 99.00	
5	16" AB (Assume On-Site Re-Use)	45	SF	\$ 1.60	\$ 72.00	
6	SubGrade Fabric	48	SF	\$ 0.35	\$ 16.80	
7	Pavement Sealant	45	SF	\$ 0.05	\$ 2.25	
8	Curb & Gutter	2	LF	\$ 25.00	\$ 50.00	
9	Sidewalk	10	SF	\$ 6.50	\$ 65.00	
10	Handicap Ramps (Assume 2 every 500')	1	LF	\$ 12.00	\$ 12.00	
11	Signing / Striping / Monuments	1	LF	\$ 5.00	\$ 5.00	
12	Parkway Irrigation and Landscaping	10	SF	\$ 7.50	\$ 75.00	
13	Roadway Low Points (2 CB's & 18" crossing every 300')	1	LF	\$ 34.05	\$ 34.05	
14	Electroliers					Included in Dry Utilities

TOTAL LOCAL STREETS - PROTECTED BIKE LANES LINEAR FOOT COSTS \$ 465.10

SAY \$ 465.00



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ALAMEDA POINT SITE B

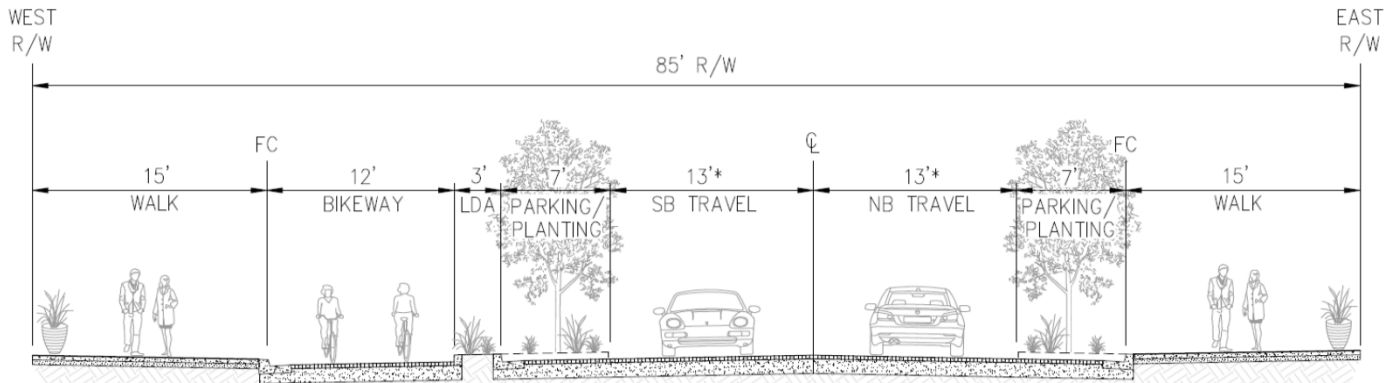
April 22, 2014
Job No.: 1087-010

BACKBONE INFRASTRUCTURE ENGINEER'S PRELIMINARY CONSTRUCTION COST ESTIMATE TYPICAL PER FOOT STREET COSTS (NEW) ALAMEDA, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	Cost per LF
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SEAPLANE (EAST)

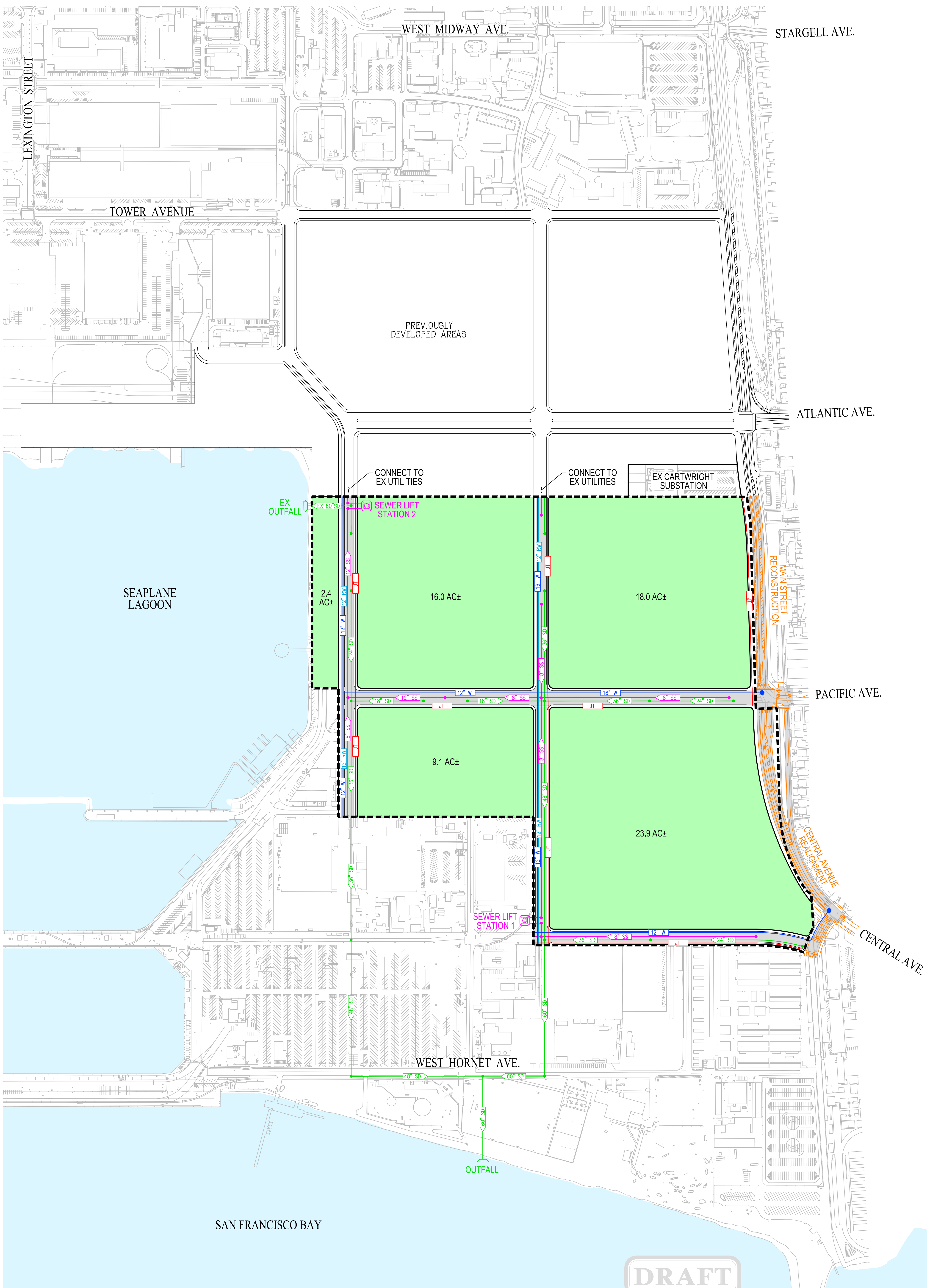
Note: Costs below assume an even split of roadway parking/planting.



1	Grading					Included in Grading
2	Remove Existing Pavement					Included in Demolition
3	Fine Grading	85	SF	\$ 0.50	\$ 42.50	
4	4" AC	30	SF	\$ 2.20	\$ 66.00	
5	16" AB (Assume On-Site Re-Use)	30	SF	\$ 1.60	\$ 48.00	
6	SubGrade Fabric	33	SF	\$ 0.35	\$ 11.55	
7	Pavement Sealant	30	SF	\$ 0.05	\$ 1.50	
8	Curb & Gutter	3	LF	\$ 25.00	\$ 75.00	
9	Median Curb	1	LF	\$ 20.00	\$ 20.00	
10	Sidewalk	30	SF	\$ 6.50	\$ 195.00	
11	Bike Path	10.5	SF	\$ 3.00	\$ 31.50	
12	Handicap Ramps (Assume 2 every 500')	1	LF	\$ 12.00	\$ 12.00	
13	Signing / Striping / Monuments	1	LF	\$ 5.00	\$ 5.00	
14	Median Irrigation and Landscaping	3	SF	\$ 7.50	\$ 22.50	
15	Parkway Irrigation and Landscaping	7	SF	\$ 7.50	\$ 52.50	
16	Roadway Low Points (2 Filter Boxes & 18" x-ing per 300')	1	LF	\$ 79.87	\$ 79.87	
17	Electroliers					Included in Dry Utilities

TOTAL SEAPLANE (EAST) LINEAR FOOT COSTS \$ 662.92

SAY \$ 665.00

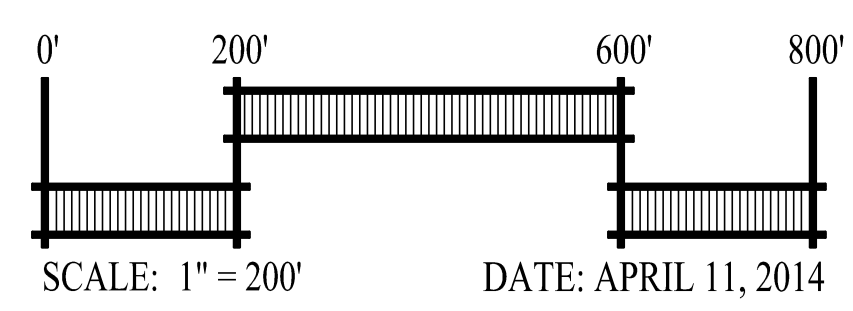
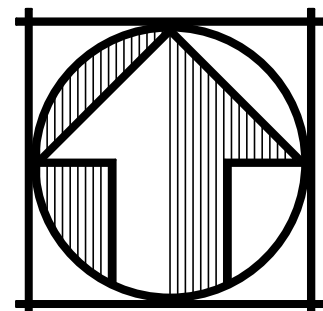


DRAFT

ALAMEDA POINT IMPROVEMENT PACKAGE SITE B

CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA

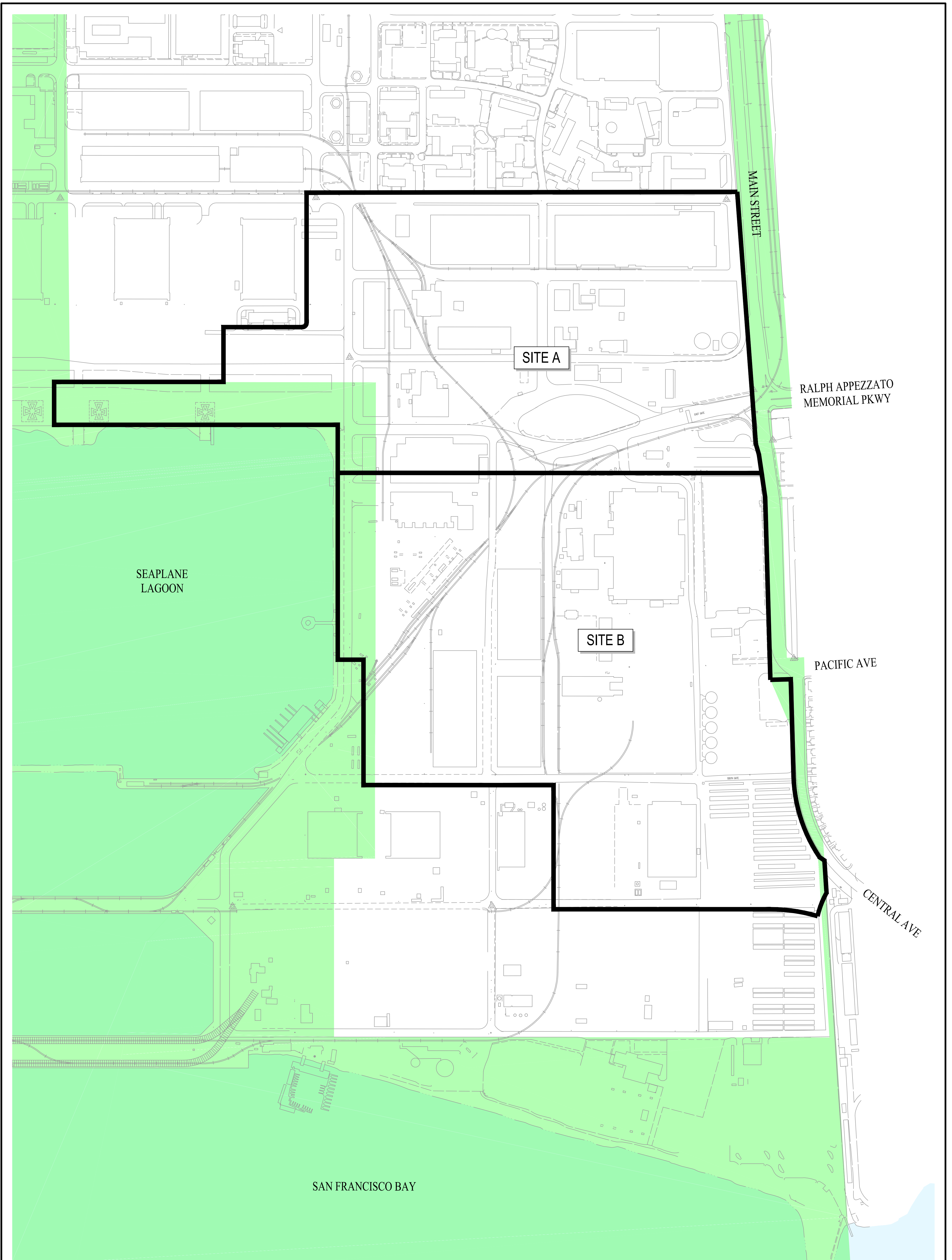
- LEGEND**
- DEVELOPMENT AREAS (NEW CONSTRUCTION)
 - PROPOSED POTABLE WATER
 - PROPOSED RECYCLED WATER
 - PROPOSED JOINT TRENCH
 - PROPOSED STORM DRAIN & DIRECTION OF FLOW
 - PROPOSED SANITARY SEWER & DIRECTION OF FLOW
 - PROPOSED LIFT STATION
 - CONNECT TO EXISTING WATER MAIN
 - PREVIOUSLY DEVELOPED AREAS



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2633 CAMINO RAMON, SUITE 350
SAN RAMON, CALIFORNIA 94583

(925) 866-0322
www.cbang.com



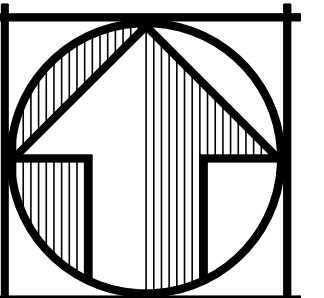
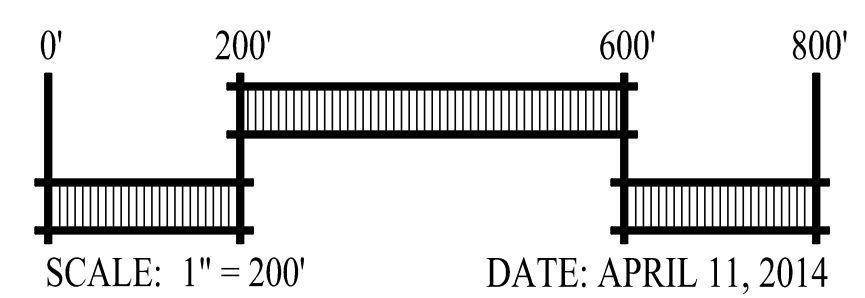
LEGEND

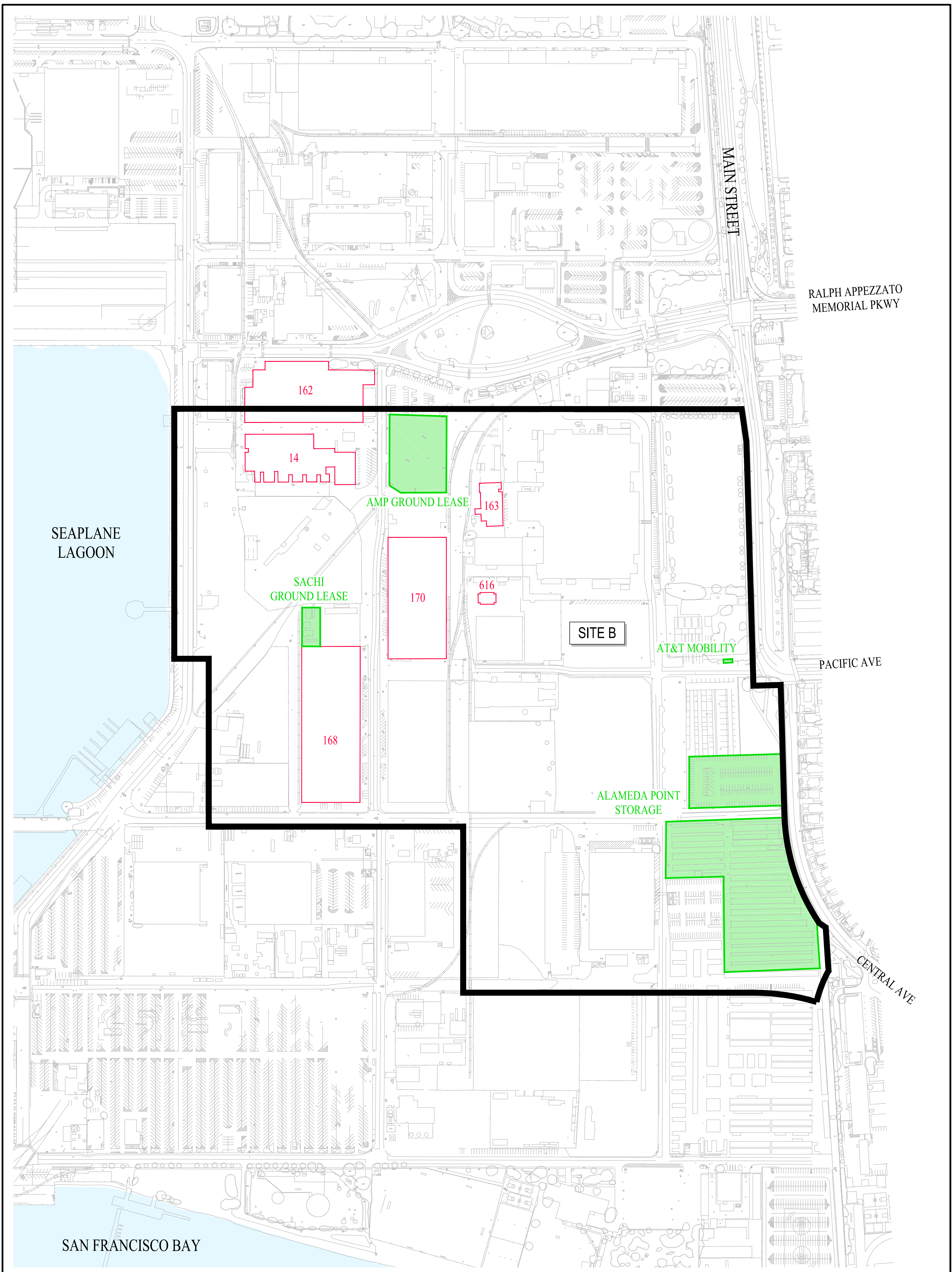
STATE LANDS (PUBLIC TRUST)

ALAMEDA POINT
SITE A & B
STATE LANDS

CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA

cbg
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 6111 BOLLINGER CANYON ROAD, SUITE 150 (925) 866-0322
 SAN RAMON, CALIFORNIA 94583 FAX (925) 866-8575
 SAN RAMON • LATHROP





RALPH APPEZZATO
MEMORIAL PKWY

SEAPLANE
LAGOON

162

14

AMP GROUND LEASE

163

SACHI
GROUND LEASE

170

616

SITE B

AT&T MOBILITY

PACIFIC AVE

168

ALAMEDA POINT
STORAGE

CENTRAL AVE

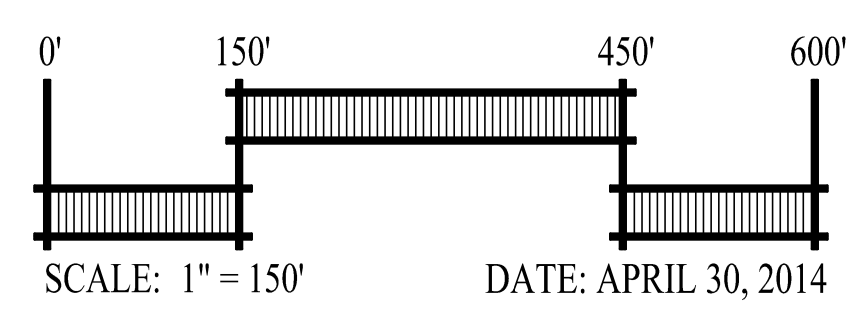
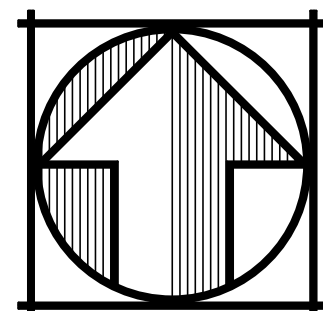
SAN FRANCISCO BAY

ALAMEDA POINT SITE B EXISTING LEASES

LEGEND

- LEASED BUILDINGS
- LEASED LAND

CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA



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DRAFT
3/24/14

**EXCLUSIVE NEGOTIATION AGREEMENT BY AND BETWEEN
 THE CITY OF ALAMEDA
 AND**

This EXCLUSIVE NEGOTIATION AGREEMENT (“Agreement”) is entered into by and between the City of Alameda, a municipal corporation (“City”), and [Insert official name of entity], a [Insert legal type of entity] (“Developer”), as of the Effective Date (defined in Section 1 below). The City and the Developer sometimes are referred to collectively as the “Parties” and either individually as a “Party.”

RECITALS

A. The City is the owner of certain real property located within the City of Alameda, State of California commonly referred to as the former Alameda Naval Air Station, now known as Alameda Point. The property that is the subject of this Agreement is [Insert identification of property subject to this Agreement] which is depicted for convenience in Exhibit A (the “Property”).

B. The Developer has demonstrated to the City its experience with successfully developing properties similar to the Property, as demonstrated by its statement of qualifications submitted to the City on [Insert date of submittal], and provided in Exhibit B and seeks to develop the Property with [Insert brief description of proposed development] (the “Project”).

D. The City and the Developer seek to negotiate a transfer of the Property from the City to the Developer for development of the Project. The Parties intend to negotiate mutually acceptable terms and conditions for the transfer and development of the Project in a Disposition and Development Agreement (“DDA”).

E. In February 2014 the Alameda City Council approved a Master Infrastructure Plan, General Plan Amendment, Zoning Ordinance Amendment and certified an Environmental Impact Report (collectively referred to as the “Planning Documents”) all related to potential development at Alameda Point. The Developer understands that any proposed Project must be consistent with those Planning Documents.

NOW, THEREFORE, in consideration of the foregoing and the promises, covenants, and provisions set forth below, the receipt and adequacy of which consideration is acknowledged, the Developer and the City agree as follows.

AGREEMENT

1. Term. The term of this Agreement shall commence on the date the City Council approves this Agreement (the “Effective Date”), and shall extend for six months thereafter unless sooner terminated or extended as herein provided (the “Initial Term”).

2. Extended Term. The Initial Term plus any and all extensions of the Initial Term under this Section 2 are referred to collectively as the “Term.” The Initial Term may be extended two times for up to three months each time at the sole discretion of the City Manager or his or her designee.
3. Termination. If the Developer fails to deposit with the City the amount required by Section 6.1 within five (5) business days of the Effective Date, this Agreement shall immediately terminate with no further action required by either Party.
4. Negotiation of the DDA. During the Term, the Parties shall negotiate the proposed terms of the DDA for submittal to the City Council for its consideration. The DDA will establish the essential business terms and framework for the transfer and development of the Property, and will define the financial, legal, operational and administrative mechanisms to implement such transfer and development. The DDA shall include a Development Plan for the Project as more fully described in Alameda Municipal Code Section 30-4.13 (“Development Plan”). A summary of non-binding key terms to be included in the DDA is attached as Exhibit C. The Developer understands and agrees that the City Manager shall have right to determine in his/her reasonable discretion if the proposed DDA is complete and sufficiently consistent with the intent described in this Section 4 to be placed on a City Council agenda. At the end of the Term, if (a) a proposed DDA, including a proposed Development Plan, is not placed on a City Council agenda; or (b) the City Council does not approve a proposed DDA, including a proposed Development Plan, then this Agreement shall expire and the Parties shall have no further rights and obligations one to another pursuant to this Agreement.
5. City Responsibilities. During the Term, the City shall do the following to further the negotiation process:
 - 5.1 Exclusive Negotiations. The City shall negotiate exclusively with the Developer regarding the Project, the Property, and the terms of the DDA and shall not solicit, market to, or negotiate with any other person or entity regarding the Project or the Property or solicit or entertain bids or proposals to do so.
 - 5.2 Retention of Discretionary Authority. The City shall negotiate in good faith with the Developer during the Term. The Developer understands and agrees that by entering into this Agreement the City is making no commitment that it will approve a DDA, including a Development Plan, for the Project with the Developer. The City specifically retains the right to approve or deny a proposed DDA, including a Development Plan, or to approve an alternative or to impose any conditions or mitigation measures upon the Project in its sole discretion.
6. Developer Responsibilities. During the Term, Developer shall do the following at its sole expense to further the negotiation process:

- 6.1 Non-Refundable Deposit to Offset City Expenses. Within five (5) business days of the Effective Date, Developer must wire transfer to the City a non-refundable deposit of \$150,000. If payment is not received by the City within that time period, this Agreement shall immediately terminate. The deposit will assist the City in offsetting City staff and outside legal and consultant expenses associated with this Agreement and negotiation of the DDA; however, the Developer understands and agrees that the deposit is non-refundable and not intended as reimbursement.
 - 6.2 Further Entitlements. Developer shall seek further entitlements, as needed, for development of the Project, including but not limited to, preparation of a proposed Development Plan. Developer understands and agrees that the Project will be required to conform to City's approval processes and be consistent with the City's Zoning Ordinance, General Plan, Master Infrastructure Plan, and other specific plans as now approved, as may be approved and as may be amended from time to time.
 - 6.3 Transportation Demand Management Compliance Strategy. Developer shall prepare a Transportation Demand Management ("TDM") Compliance Strategy in compliance with the Alameda Point TDM Plan.
 - 6.4 Financing and Project ProForma. Developer shall prepare a Financing Plan for the proposed Project, including a proforma, for review and approval by the City that includes sources and uses of funds for financing the Project and any rate of return requirements.
 - 6.5 Project Team. Developer shall identify key individuals on its Project Team who will be dedicated to working with the City during implementation of the DDA. Additionally, Developer shall provide the City with a list of its intended consultants, including but not limited to, architectural, engineering, legal, financial, and construction.
 - 6.6 Reports. At any time requested by the City, but not more frequently than monthly, Developer shall make oral and summary form written progress reports advising the City on all progress being made on the responsibilities listed in this Section 6.
7. Meetings. Developer and City staff, as needed, shall meet or hold a conference call on average every two weeks during the Term to discuss the status of activities and tasks related to the negotiations and the Project, the accomplishment of such activities and tasks, and other such matters.
8. Representations and Warranties.
- 8.1 Duly Formed and Validly Existing. Developer represents and warrants that [*Insert name of entity*] is a [*insert type of legal entity*] is duly formed and validly existing under the laws of the State of California.

8.2 Developer Authority. Developer represents and warrants that the person executing this Agreement on behalf of Developer has the full right, power, and authority to execute this Agreement and to bind Developer hereunder. Developer agrees to provide City with evidence of this authority upon request.

8.3 City Authority. The City represents and warrants that the person executing this Agreement on behalf of the City has the full right, power, and authority to execute this Agreement and to bind the City hereunder.

9. No Assignment. The City is entering into this Agreement with Developer based on Developer's development experience and track record with similar developments. Developer may not sell, assign, or transfer any of its rights or obligations under this Agreement.

10. Notices. All notices required or permitted under this Agreement shall be delivered in person; by facsimile, email or overnight courier with written confirmation of receipt, or by registered or certified mail, postage prepaid, return receipt requested, to such Party at its address shown below, or to such other address designated in writing by such Party:

Notices to the City:

City of Alameda
2263 Santa Clara Avenue
Alameda, CA 94501
Attn: City Manager
Chief Operating Officer - Alameda Point
Telephone: 510.747.7400
Facsimile: _____
Email: _____

With copies to:
City of Alameda
2263 Santa Clara Avenue
Alameda, CA 94501
Attn: City Attorney
Telephone: 510.747.4750
Facsimile: _____
Email: _____

Notices to Developer:

[Insert Contact Information]

Telephone:

Facsimile:

Email:

With copies to:

[Insert Contact Information]

Telephone:

Facsimile:

Email:

Notice shall be deemed received and effective on delivery, if delivered personally or upon receipt of confirmation if by facsimile, email or overnight courier; or three days after deposit into the United States mail if delivered by registered or certified mail.

11. Limitations of this Agreement.

11.1 Limitations of the City's Commitment. The City is not, by entering this Agreement, committing itself to or agreeing to undertake any other acts or activities requiring the subsequent independent exercise of discretion by the City or any agency or department thereof. This Agreement is merely an agreement to enter exclusive negotiations with respect to the Property according to the terms hereof, with all final discretion and approval remaining with the City Council as to any DDA, including Development Plan, and all proceedings and decisions in connection therewith. If negotiations under this Agreement result in a proposed DDA, City Council approval thereof may occur only after compliance, as may be required, with all applicable laws and ordinances including, without limitation, CEQA.

11.2 Effect of Expiration or Termination. If the DDA has not been approved by the City Council by the date this Agreement expires or is terminated under Section 3, neither Party shall have any further rights, obligations, or liability to the other Party under this Agreement.

12. Miscellaneous Provisions.

12.1 Entire Agreement. This Agreement is the entire agreement as understood by the Parties with respect to the matters set forth herein.

12.2 Amendments. This Agreement may be amended only in a writing signed by all Parties and approved by the City Council.

- 12.3 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in Alameda County or, in the case of any federal claims, in federal court for the Northern District of California.
- 12.4 Limitation on Remedies. In any action or other legal or administrative proceeding to enforce this Agreement, or that otherwise may arise out of this Agreement, neither the City nor Developer shall be entitled to any damages or monetary relief. It is understood and agreed by the Parties that this Agreement is solely to enable the Parties to negotiate the terms of a proposed DDA, including Development Plan, on an exclusive basis for the Term. There is no commitment that any DDA, including Development Plan, will be approved and no damages, monetary relief or specific performance shall be available to Developer if a DDA, including Development Plan, is not approved during the Term.
- 12.5 Attorneys' Fees. In any action or other legal or administrative proceeding to enforce this Agreement, or that otherwise may arise out of this Agreement, each Party shall pay its own attorneys' fees and costs.
- 12.6 Headings. The section headings in this Agreement are for convenience only; they do not explain, modify, or add to the meaning of this Agreement.
- 12.7 Interpretation. This Agreement is the result of the combined efforts of the Parties. If any provision is found ambiguous, the ambiguity will not be resolved by construing this Agreement in favor of or against either Party, but by construing the terms according to their generally accepted meaning.
- 12.8 Time Periods. Any time period to be computed under this Agreement shall be computed by excluding the first day and including the last day. If the last day falls on a Saturday, Sunday, or legal holiday, the last day will be extended until the next day the City is open for business. All references to days in this Agreement shall mean calendar days unless otherwise expressly specified. The City offices are closed on Fridays and therefore any reference to business days shall mean Monday through Thursday unless one of those days is a holiday observed by the City.
- 12.9 Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any provision in this Agreement will not affect the other provisions.
- 12.10 Successors and Assigns. This Agreement is binding on and will inure to the benefit of the Parties and their respective successors. This Agreement cannot be transferred or assigned.

- 12.11 Independent Capacity. Nothing in this Agreement is intended to or does establish the Parties as partners, co-venturers, or principal and agent with each another.
- 12.12 Conflict of Interest. No officer or employee of the City shall hold any interest in this Agreement (California Government Code § 1090).
- 12.13 Authorization to Execute Agreement. Each individual executing this Agreement represents and warrants he or she is duly authorized to execute and deliver this Agreement on behalf of the Party named herein and this Agreement is binding upon said Party in accordance with its terms.
- 12.14 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.
- 12.15 Exhibits. The following exhibits are attached to this Agreement and incorporated herein as though set forth in full for all purposes:

- Exhibit A: Diagram of the Property
Exhibit B: Developer Statement of Qualifications
Exhibit C: Summary of Non-Binding Key Terms for the DDA

CITY:

CITY OF ALAMEDA,
a California municipal corporation

By: _____
Name: _____
Title: City Manager

APPROVED AS TO FORM:

City Attorney

By: _____

DEVELOPER:

a _____

By: _____
Name: _____
Title: Chief Executive Officer

Exhibit 12

Acceptance of Conditions
Certification Form

Statement of Qualifications for
Developers for Commercial Mix-Use Project (Site B)
At Alameda Point

Proposer's Certification

I have carefully examined the Request for Qualifications and any other documents accompanying or made a part of the Request for Qualifications.

I have agreed to abide by all conditions of this proposal, unless specified on the attached page.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing, and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting Statements of Qualification for the same product or service; no officer, employee or agent of the City of Alameda or of any other proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

SIGNATURE

NAME OF BUSINESS, TYPED OR PRINTED

NAME & TITLE

ADDRESS

CITY/STATE/ZIP CODE

PHONE

Exhibit 12

Acceptance of Conditions Certification Form—Page 2

If the respondent would like to request modifications to any aspect of the ENA, **these changes must be clearly described below**. All requested modifications to the ENA will be seriously considered and will not be grounds for disqualification. However, requesting changes, and the extent and nature of those changes, will be considered in evaluating the submittals. No changes to the ENA will be considered that were not raised as part of the response to this RFQ.

Evaluation Criteria and Questions for Alameda Point Development Proposals
(Approved by City Council on November 5, 2013)

Evaluation Criteria

- Consistency with the City's General Plan;
- Consistency with the anticipated or approved Zoning Amendment;
- Consistency with the anticipated or approved Town Center Plan;
- Consistency with the Conceptual Planning Guide for Alameda Point;
- Consistency with the anticipated or certified EIR for Alameda Point;
- Consistency with the City's Fiscal Neutrality Policy with greater attention paid to proposals that generate fiscal impacts beyond fiscal neutrality, resulting in positive net benefits to the City's General Fund; and
- Consistency with the anticipated or approved Master Infrastructure Plan for Alameda Point.
- Consistency with City's anticipated or approved Transportation Demand Management Plan;
- An applicant's demonstrated track record of successful development, including:
 - sustainable development;
 - sensitive to environmental protection;
 - aggressive transportation strategies;
 - effective community outreach;
 - delivery of development consistent with schedule and budget; and
 - ability and experience responding creatively to changing conditions; and
 - implementation of project stabilization agreements
- An applicant's demonstrated financial capacity for proposed development, including:
 - company structure that promotes timely responsiveness to City relationship and concerns; and
 - available funding and access to funding commensurate with size and complexity of proposed project.

Evaluation Questions

- What is project proponent's experience in managing/implementing similar projects of same or larger scale?
- How much equity is project proponent bringing into proposed project?
- Does proponent have verifiable financial commitments or contributions for this and for past projects: equity investors?
- Does proponent have verifiable financial commitments or contributions for this and for past projects: lenders?
- Does proponent have verifiable financial commitments or contributions for this and for past projects: other sources of capital?
- What is the proponent's objective in pursuing the project: get entitlements, other project approvals, and then sell to others?
- What is the proponent's objective in pursuing the project: get entitlements, other project approvals, build the project, and then sell?
- What is the proponent's objective in pursuing the project: get entitlements, other project approvals, build the project, and hold/manage/directly operate the project?

- Has the proponent conducted an initial assessment of above-the-ground soft and hard costs of project, and what were the basis for such?
- Has the proponent conducted an initial market feasibility analysis demonstrating how proposed project is positioned relative to market demand/market supply, particular competitive projects in the pipeline, competition in general, target rents, and, if applicable, sales prices?
- Does the proponent have any experience in developing/building at a former military base?
- What is the proponent's corporate organization: publicly-traded development company? Privately-held development company? Sole proprietorship? Working out of garage converted into office?
- What are the proponent's corporate financial indicators, in terms of dollar volume of corporate-wide-economic activity (annual revenues, corporate net worth, corporate assets, corporate liabilities, annual net profit, cumulative retained earnings, etc.) for each year for the past five years?
- What contracts or agreements (tentative or otherwise) has the project proponent entered into (and with whom) for purposes of pursuing the project?
- Who is on the proponent's project development team, with resumes, and how long has the proponent worked with team members who are architects, engineers, land planners, and construction?
- Does the proponent have references?
- Has project proponent read any or all key planning documents? What parts of any of the planning documents for Alameda Point does the proposed project address, particularly the NAS Alameda Community Reuse Plan or the SOM Town Center and Waterfront Precise Plan Conceptual Framework?
- Within any broad land-use categories such as residential, commercial, industrial or mixed, what particular market niches will this serve?