

Request for Qualifications from Developers Residential Mixed-Use Project **West Midway Project (Market Rate Site)**

Main Street Neighborhood, South of West Midway Avenue at Alameda Point



Updated RFQ Issued*:

March 9, 2020

Responses Due:

March 30, 2020

By

City of Alameda

Community Development Department

**Replaces RFQ issued August 2018*

I. Executive Summary

The 878-acre former Naval Air Station Alameda, known as Alameda Point, represents one of the most unique infill development opportunities in the country with amazing views of San Francisco, waterfront access, a new mixed-use community and an emerging technology center. Alameda Point encompasses the majority of the former Naval Air Station Alameda (NAS Alameda), generally located east of Main Street in the City of Alameda (the City), California. The Oakland/Alameda Estuary defines the northern edge of the site and the San Francisco Bay defines its southern and western edges.



II. The West Midway Project is a 32.5-acre mixed use development project that includes: (a) a 22.8- acre opportunity site to be made available to a market rate developer, which development may include up to 291 residential units and an area of commercial development (Market Rate Site), and (b) a 9.7 acre parcel to be used for supportive affordable housing that will allow for consolidation of 200 units of housing for

the formerly homeless that is currently spread across 34 acres and will ultimately include 267 units of low and very low-income residences (RESHAP Site). The Market Rate Site and the RESHAP Site will, in the aggregate, include 558 residential units, of which 48% are affordable to very low- and low-income households, commercial uses and backbone and in-tract infrastructure improvements (collectively, the Project or the West Midway Project).

III. The City seeks a qualified developer to form a public/private partnership with the City for development of the 22.8-acre Market Rate Site within the Project at Alameda Point, (Exhibit 1), just north of the first phase of the \$1 billion mixed-use Site A development.

The Market Rate Site within the Project is entitled for a residential mixed-use project in the Main Street Neighborhood Plan (Main Street Plan) zoning sub-district of Alameda Point. This development opportunity includes a maximum of 291 units made up of 260 market rate units and 31 deed-restricted moderate-income units and a yet to be determined amount of commercial/light industrial development. Development must be consistent with the General Plan, Zoning Ordinance Amendment, Master Infrastructure Plan (MIP), Alameda Point Environmental Impact Report (AP EIR) and the Main Street Plan, all of which outline the development regulations applicable to the West Midway Project, including building height, building type, permitted and conditionally permitted uses, parking requirements, etc. The City and the Alameda community expect a high-quality sustainable, mixed use and mixed income, transit-oriented development with exceptional design aesthetic.

The City's selection of a qualified developer will be based on the developer's Project understanding and approach to development and phasing; relevant experience and track record; organizational structure; financial resources; management team and structure; and willingness to enter into and comply with the terms of the City's form of Exclusive Negotiation Agreement (ENA).

All of the information regarding the Market Rate Site within the Project discussed in this RFQ is available at the online Alameda Point RFQ Library. A list of documents currently available at the [Alameda Point RFQ Library](#) is provided in [Exhibit 2](#).

IV. Background

The City is an island community with a population of approximately 80,000 people located in the heart of the Bay Area.

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 a significant and unique development opportunity. Alameda Point and the City are strategically located in the center of the Bay Area, easily accessed by freeway, bus, Bay Area Rapid Transit, one existing ferry terminal, one ferry terminal that is under construction within one mile of the Project and the Oakland Airport within 10 miles from the property ([Exhibit 3](#)).

In 2014, major entitlements for Alameda Point were completed to facilitate new development. The community's vision for Alameda Point is a transit-oriented,

sustainable mixed-use 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.

Alameda Point is currently home to over 1,000 employees in 1.8 million square feet of leased commercial space. Successful businesses currently investing in Alameda Point include Google, which occupies over 100,000 square feet of R&D space; Saildrone, an autonomous sea-faring drone manufacturer; Kairos, a nuclear research company; and a rocket manufacturer. Spirits Alley is a major Bay Area destination, occupying close to 200,000 square feet of spirits, beer and wine manufacturing facilities, such as St. George Spirits, Faction Brewery, Hangar 1 Vodka, Admiral Maltings and The Rake Eatery, Almanac Taproom, Urban Cellars, Dashe Cellars and Rock Wall Winery, which tasting rooms draw thousands of visitors every week. Recreational facilities include Bladium, a regional sports center, soccer fields and a future sports complex.

V. What's New at Alameda Point

In the last year, there have been several exciting developments that are transforming the landscape of Alameda Point.

- Sale and Start of Phase 1 Site A Construction** – Site A is a transformative 68-acre mixed-use transit oriented waterfront development at the gateway to Alameda Point. The first phase is underway and at buildout, Site A will consist of 800 housing units, 15 acres of parks and open space, 600,000 square feet of commercial development and major utility infrastructure benefitting all of Alameda Point. The first residences are projected to open in Q2 2020.



- **Seaplane Lagoon Ferry Terminal** – Construction is underway on a new ferry terminal at Seaplane Lagoon at Alameda Point with a projected opening and ferry service to commence in summer 2020. The new ferry terminal includes a 450-space parking lot, bike facilities, bicycle and pedestrian connections and 20-minute service to Downtown San Francisco with at least six departures during commute hours.



- **\$30 million in new utility infrastructure** – The design phase is underway for the Adaptive Reuse and Main Street areas offering growth opportunities for new and existing businesses and sustainable infrastructure for housing adjacent to the West Midway Project.

VI. Development Opportunity

The Market Rate Site of the Project consists of 22.8 acres within the Main Street Neighborhood zoning sub-district ([Exhibit 1](#)), which is a mixed-used residential area that must be developed consistent with the Main Street Plan. The City will allow a maximum of 291 units, including 260 market rate and 31 moderate-income, with 10% of the market rate units designated as “Workforce Housing” affordable to households with

incomes in the range of 120-180% Area Median Income (AMI). Additional preference will be given to proposals that include more than 10% Workforce Housing. Commercial development is highly encouraged consistent with permitted and conditionally permitted land uses outlined in the Main Street Plan and encouraged in the Economic Development Strategic Plan. (e.g. light industrial, life sciences, research, green tech, blue tech, retail, etc.). There is no pre-determined amount of commercial development, but preference will be given to submittals that include commercial development. Respondents can determine the amount of commercial development based on market potential consistent with the Main Street Plan.

The Main Street Plan and the Economic Development Strategic Plan are available in the online Alameda Point RFQ Library described in [Exhibit 2](#)

Development of the West Midway Project is a critical piece of the development of the Main Street Neighborhood because the selected developer of the Market Rate Site will construct all necessary backbone infrastructure for the entire Project, which includes the area south of West Midway Avenue, bounded by Main Street, West Tower Avenue and Pan Am Way (see [Exhibit 1](#)).

On May 15, 2018, a Disposition and Development Agreement (RESHAP DDA) was approved for the RESHAP Site with the “Collaborating Partners” consisting of Alameda Point Collaborative (APC), Building Futures with Women and Children (BFWC), Operation Dignity (OD) and Mid Pen Housing. The RESHAP Site involves the consolidation of

existing supportive housing units in the Main Street Neighborhood currently spread across 34 acres onto a 9.7-acre parcel and then constructing 267 new affordable housing units for residents on the RESHAP Site. The consolidation of the existing affordable housing allows for the development opportunity for the Market Rate Site.

The RESHAP DDA contains proposed initial phasing for the infrastructure and development of the Market Rate Site and the RESHAP Site ([Exhibit 4](#)). In exchange for the construction of all the backbone infrastructure for the Project by the selected developer, the Collaborating Partners will construct the very low- and low-income housing units required under the City's Inclusionary Housing Ordinance and the Renewed Hope Settlement Agreement, satisfying the 16% very-low and low-income inclusionary requirement for the Project. The selected developer will be responsible for constructing the required 9% moderate-income, deed-restricted residential units for the Project. Prospective developers must have the ability to develop the entire 22.8 acres and this must be reflected in the developer's proposal.

The RESHAP DDA, the City's Inclusionary Housing Ordinance and the Renewed Hope Settlement Agreement can be found at the online Alameda Point RFQ Library.

VII. Market Rate Site Conditions

The Market Rate Site ownership, entitlements, conditions and requirements are outlined below:

A. Status of Ownership and Conveyance

There are two fifty-five year Legally Binding Agreements (LBAs) in place with

two of the supportive housing groups (APC and OD) and the County of Alameda with terms of 55+ years, which encumber a majority of the Market Rate Site. The release of the LBAs is addressed in the RESHAP DDA. The City owns the remainder of the Market Rate Site with two existing short-term leases and a proposed temporary lease described below in Section H. Leasehold. The RESHAP DDA is available in the online Alameda Point RFQ Library.

On the western edge of the property, the land is carved into several parcels with accompanying deeds and legal descriptions to account for differing environmental conditions on each parcel comprising the Market Rate Site. ([Exhibit 5](#)).

B. Entitlements

The major entitlements for the West Midway Project, including the EIR, MIP, ZA, and Alameda Point Transportation Demand Management Plan (TDM) were approved by City Council in 2014 and the Main Street Plan was approved in 2017. The remaining City entitlements for the Market Rate Site include a Development Plan, density bonus application, parcel maps, site improvement plans, design review, and building permits.

C. Environmental

The Market Rate Site is cleared for unrestricted use with the exception of one 1.9-acre area yet to be fully closed without restrictions, called Corrective Action Area 7 (CAA-7). CAA-7 is situated within the southeast corner of the Market Rate Site and intersects both the Market Rate Site and the RESHAP Site, as shown in [Exhibit 6](#). The Navy has completed remediation of CAA-7's soil through excavation. Residual

issues on CAA-7 involve hydrocarbon impacts in groundwater in a localized area that was treated in January 2018 with quarterly sampling that continued through the end of 2018. Currently, performance monitoring of the previous remedial action is being completed at CAA-7. Based on the data collected to date, additional remedial action may be necessary to achieve a remedial goal that will support unrestricted use. The Navy and the Regional Water Quality Control Board are assessing if additional remedial actions is feasible. If it is deemed infeasible to achieve a remedial goal that supports unrestricted use, the Regional Water Quality Control Board may require restrictions on the Market Rate Site of the Project that require vapor intrusion mitigation. In the interim, most uses are permissible with the approval of the Regional Water Quality Control Board, which will likely require vapor-intrusion mitigation. The Navy's remaining work does not preclude development. All property will be required to comply with the Site Management Plan (SMP) prepared by the City and approved by the Navy and environmental regulators.

The current SMP is available in the online Alameda Point RFQ library. An update to the SMP is expected to be completed in 2020.

All areas within the Main Street Neighborhood are within the Marsh Crust area that has semi-volatile organic compounds in the fill material in the top ten feet of soil used in the building of Alameda Naval Air Station ([Exhibit 6](#)). Excavation activities within the Marsh Crust area require a Department of Toxic Substance Control approved soil management plan

and health and safety plan for excavations to any depth. More detailed information related to the Marsh Crust requirements are available in the SMP.

D. Geotechnical

The subsurface conditions of the West Midway Project include potentially liquefiable soils, Young Bay Mud (at 30-40-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

FEMA has adopted the Flood Insurance Rate Map 06001C0058H, effective date Dec 21, 2018, defining the areas of existing 100-year flood zone within the Alameda Point property. Some areas within the Main Street Neighborhood fall within the existing 100-year flood zone ([Exhibit 7- 100 year Flood Plain- Existing Conditions](#)). As discussed in greater detail in the MIP, the elevation of the Main Street Neighborhood will need to be raised above the 100-year flood elevation, as well as consideration being made for sea-level rise. The MIP is currently being updated to incorporate the latest sea level rise projections and to be consistent with the City Climate Action and Resiliency Plan, adopted in 2019. The minimum elevations for newly constructed buildings at Alameda Point will be elevation 6.9 (City Datum), which is 3' above the current 100-year flood plain elevations. Once this occurs, a LOMR prepared by the selected developer will need to be

approved by FEMA documenting the areas that have been elevated above the 100-year flood plain and avoiding the need for flood insurance for the portions of the Project within the existing flood zone.

F. Infrastructure/Utilities

All of the utilities at Alameda Point and within the West Midway Project, including sewer, water, storm drain, dry utilities, and streets, are old and deteriorated and will need to be replaced. The selected developer will be required to construct specific backbone infrastructure improvements to serve the Market Rate Site and the entire West Midway Project consistent with the MIP. (Exhibit 8-Infrastructure Package). The Infrastructure Package for the West Midway Project includes an initial proposed Phase 1 and Phase 2 for the demolition and grading, flood protection measures, backbone streets and utilities as envisioned in the Initial Phasing Plan in the RESHAP DDA. The initial two-phase phasing plan is the City's preferred approach to phasing; however, other infrastructure phasing options may be considered.

Exhibit 8 also describes and illustrates the improvements to be included in the Infrastructure Package for the Project and a detailed cost estimate for backbone infrastructure only.

Cost estimates do not include costs of in-tract or off-site improvements. Cost estimates are for informational purposes only and are not a guarantee of actual costs, although they reflect recent unit costs from current construction at Site A. Prospective developers should confirm their own costs.

The new development will be required to finance new infrastructure. Possible funding sources include land sale proceeds, Community Facilities District financing and other private and public sources of funds.

The selected developer will receive a Development Impact Fee credit for the construction of MIP-consistent backbone infrastructure.

G. Leasehold

There are two existing leases (Buildings 35 and 459) and one proposed temporary lease (Building 522) within the Market Rate Site (Exhibit 9) that are owned by the City and are either month-to month terms or will terminate prior to the commencement of development of the Market Rate Site.. The leases are available in the online Alameda Point Library.

H. Historic Resources

Building 35 is a contributing structure to the NAS Alameda Historic District and any modifications must be consistent with the Guide to Preserving the Character of the Naval Air Station Alameda Historic District and Section 13-21 of the Alameda Municipal Code (Preservation of Historical and Cultural Resources). The historic preservation documents are available in the online Alameda Point Library.

I. Affordable Housing and Density Bonus

In 2001, the City entered into an agreement with affordable housing advocates, which requires 25 percent of newly constructed housing built at Alameda Point to be made affordable for low to moderate-income households (9 percent moderate-, 10 percent low and 6 percent very low-income).

The RESHAP Site will include the very low- and low-income (16%) affordable housing units for the Project in exchange for the construction of the RESHAP Site backbone infrastructure. The selected developer of the Market Rate Site is responsible for constructing the 9% moderate units on the Market Rate Site or 26 units.

Additionally, a density bonus application pursuant to the City's Density Bonus Ordinance (Section 30-17 of the Alameda Municipal Code) will be required to facilitate multi-family housing development consistent with the Main Street Plan.

The settlement agreement, the City's inclusionary policy and density bonus ordinance can be found at the online Alameda Point RFQ Library.

J. Workforce Housing

In addition to the requirement that 9% of the total units be restricted for occupancy by moderate income households, the Main Street Plan's Development Standards require at least 10% of market rate units be designed to be affordable to households with a household income between 120% and 180% Area Median Income (AMI), referred to in the Main Street Plan as workforce housing. Additional preference will be given to proposals that exceed the 10% requirement.

K. 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 the West Midway Project. The West Midway Project is in biological area U in the Declaration and includes the following requirements: 1) implementation of a Predator Management Plan which was already completed by the City; 2) prohibition against feral cat feeding stations and colonies and the feeding of any native and non-native wildlife species that are potential predators of least terns; 3) restriction against fireworks displays from April 1 to August 15. The BO and Declaration can be found at the online Alameda Point RFQ Library.

Additional biological protection measures are discussed in the Mitigation and Monitoring Reporting Plan as part of the Alameda Point EIR, included in the online Alameda Point RFQ Library.

L. 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 has 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.

M. Special Taxes

Prior to a transfer of property in Alameda Point by the City to a developer, and in order to offset future adverse economic impacts to the City's General Fund and to assist in payment of transportation services and programs associated with the Market Rate Site as it may be developed, the Market Rate Site must be included in a Community Facilities District created by the City (a Services CFD). The purpose of including the Market Rate Site in a Services CFD is to offset adverse impacts to the City's General Fund and pay for transportation services and programs by means of annual special tax levies for the Services CFD to fund municipal services, including transportation operations, programs and other municipal services as outlined in the TDM Plan, as well as flood protection measures and maintenance.

In consultation with City staff and consultants and as part of the negotiation of the DDA, the selected developer may consider annexing land into an existing Services CFD with established special tax rates

The selected developer may also petition the City to form a community facilities district that includes the property in order to finance public infrastructure improvements authorized to be funded under applicable law if the City determines that the resulting total annual tax burden on the property, after taking in to account the special tax levies for the Services CFD in which the property is to be located, is not unduly burdensome.

The resolution for the approved Alameda Point CFD tax district and recorded map are located in the Alameda Point RFQ Library.

N. Project Stabilization Agreement and Local Hire Provisions

The City has an approved Project Stabilization Agreement (PSA) with the Building and Construction Trades Council of Alameda County (BTC) on its Public Works and Improvement Contracts. The City Council may require a Project Labor Agreement as a condition of approval and interested parties should be aware of and consider this possibility.

Additionally, the City entered into an agreement with APC, which states that the City will require contracts with private employers to pursue a goal of hiring APC residents for 15 percent of the jobs created from new construction at Alameda Point. The City's PSA and Local Hire Provisions are included in the Alameda Point RFQ Library.

VIII. Transaction Process

The selected developer is required to pay an initial non-refundable deposit of \$25,000 within five days of selection. The City will enter into an ENA with the selected developer substantially in the form attached as Exhibit 10. The ENA term shall be 12-months at the end of which City staff would expect to present to the City Council for its consideration a 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 form of

ENA includes two three-month administrative extensions to be granted at the City Manager's sole and absolute discretion.

The ENA 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 the selected developer and to considering approval of the Development Plan. There is no obligation by the City to approve the DDA or Development Plan or to convey the Market Rate Site.

An example of a recently approved Development Plan and DDA for Site A project are provided at the online Alameda Point RFQ Library.

The form of ENA also requires that the developer provide \$250,000 to the City within five days of execution of the ENA for reimbursement of City expenses for negotiation of the DDA, which amount is non-refundable. The initial \$25,000 deposit will be credited against the ENA deposit. Funding for the staff review and processing of a Development Plan application will be handled through the City's standard planning process. If the selected developer withdraws from the transaction process prior to negotiating a final ENA, the initial deposit will be retained by the City to reimburse the City for costs incurred.

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 the ENA will be considered that were not raised as part of the response to this RFQ.

IX. Role of Developer

The selected developer will maintain primary responsibility for the following aspects of development of the Market Rate Site:

1. Establishing a fair, effective, and collaborative partnership with the City, Collaborating Partners and Alameda community.
2. Negotiating in good faith and obtaining approval of a DDA for the Market Rate Site with the City during the ENA process.
3. Preparing and obtaining approval of a Development Plan for the Market Rate Site during the ENA process.
4. Designing and permitting, all backbone and on-site infrastructure, landscape and buildings during the DDA process, including obtaining site improvement plan, design review, and building permit approval from the City and other relevant public agencies.
5. Obtaining financing for the predevelopment, infrastructure, and development process.

X. Role of City

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

1. Negotiating the terms of the DDA for the Market Rate Site exclusively and in good faith with the selected developer during the ENA process.
2. Processing the Development Plan application and any other entitlement applications.

XI. Content of Statement of Qualifications (SOQ)

The City welcomes a response to this RFQ in a format that the prospective developer believes best expresses the qualifications of the

development team. It is requested, however, that the SOQ submitted clearly include at a minimum, the elements described in this section.

1. **Executive Summary (2- page maximum).** Brief synopsis of the development team's approach to development, public/private partnerships, key qualifications and relevant experience.
2. **Project Understanding and Approach (20 Points, 2- page maximum).** Discussion of the developer's (a) understanding of the City, Alameda Point, the Project and the development opportunity; (b) approach to meeting the City's goals and objectives expressed in this RFQ, the Main Street Plan and other entitlements approved by the City to date; (c) how developer plans to achieve the vision for cohesiveness and integration of the Project on the Project site to achieve social justice goals; and (d) how developer will build in financial and market flexibility into the Project to meet the demands of changing financial and market conditions.
3. **Description of Developer Team. (10 points, 5- page maximum).** Description of the developer's structure, designated project manager and project management team, including the role of each team member. Developer teams must include an architecture, urban design, civil engineering and landscape architecture firms all of which will participate in the planning and development process. No other consultant team members are requested at this time.
4. **Market Rate Site Description, Land Use and Phasing Table (20 points, 3-page maximum).** Summary of the developer's proposed project description for the Market Rate Site by residential and commercial amount and product type consistent with

Main Street Plan, including the number of workforce units. A land use ad phasing table are required. **No designs or architectural renderings or site plans of proposed development for the Market Rate Site should be included at this stage of the selection process.**

5. **Conceptual Plan for Infrastructure Financing (25 points, 3-page maximum).** (a) Describe how your firm will manage the upfront financing required for the infrastructure that will need to be installed before new residential or commercial can be constructed as contemplated in the RESHAP DDA phasing plan; (2) Describe how your firm is proposing to phase the infrastructure and site preparation, if you are planning to do so; (3) Describe how your firm would propose to complete infrastructure; (4) Describe how you are estimating the costs for infrastructure; (5) Describe any specific challenges you foresee and how you will mitigate those challenges; (6) What factors are you taking into account to come up with a schedule for construction and delivery of infrastructure? (7) If the City were to finance improvements upfront (e.g. infrastructure design, demolition, etc.), what would you suggest as the best way to deploy the funds to maximum benefit of the project.
6. **Previous Experience (10 points, 7-page maximum).** Description of the three most recent projects which demonstrates specific project experience of the development entity and key individual team members in entitlements and community outreach; major backbone infrastructure development and phasing; mixed-use residential/commercial development; stand-alone commercial development; multi-family housing; affordable housing; sustainable design and development; large-scale multi-year, infill and brownfield redevelopment; public/private financing;

aggressive transportation strategies and transportation demand management; and project labor agreements.

It is requested that the SOQ provide as much of the following information as possible for each referenced 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. For every project, 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 three of the previous projects referenced in this section.

7. **Financial Qualifications (15 points, 2 pages maximum).** Provision of clear evidence of financial resources to cover predevelopment, permitting and development of the Market Rate Site 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.
8. **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 10). 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 10. All

requested modifications to the ENA will be 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.

XII. Submittal Requirements

The City requests respondents email a pdf copy to the Michelle Giles at mgiles@alamedaca.gov and 4 hard copies submitted by mail or in person by **2:00 PM PST on Monday, March 30, 2020** to:

Michelle Giles
Redevelopment Project Manager
City of Alameda
950 West Mall Square, Room 205
Alameda, CA 94501

Submittals shall be clearly marked on the outside cover or envelop "Response to Request for Qualifications: Alameda Point West Midway - Market Rate Site".

XIII. Selection Process

Tentative Schedule

- 1) **SOQs Due March 30, 2020**
- 2) **Staff completes review of submittals – week of March 30, 2020**
- 3) **Interview of Developers – April 9, 2020**
- 4) **City Council approval of Developer – May 19, 2020**

XIV. 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 Michelle Giles 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.
- 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 the Project, 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 prospective and selected 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 the Project for purposes of influencing consideration of a response to this RFQ.

The City makes no representations about the conditions of the Project 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.

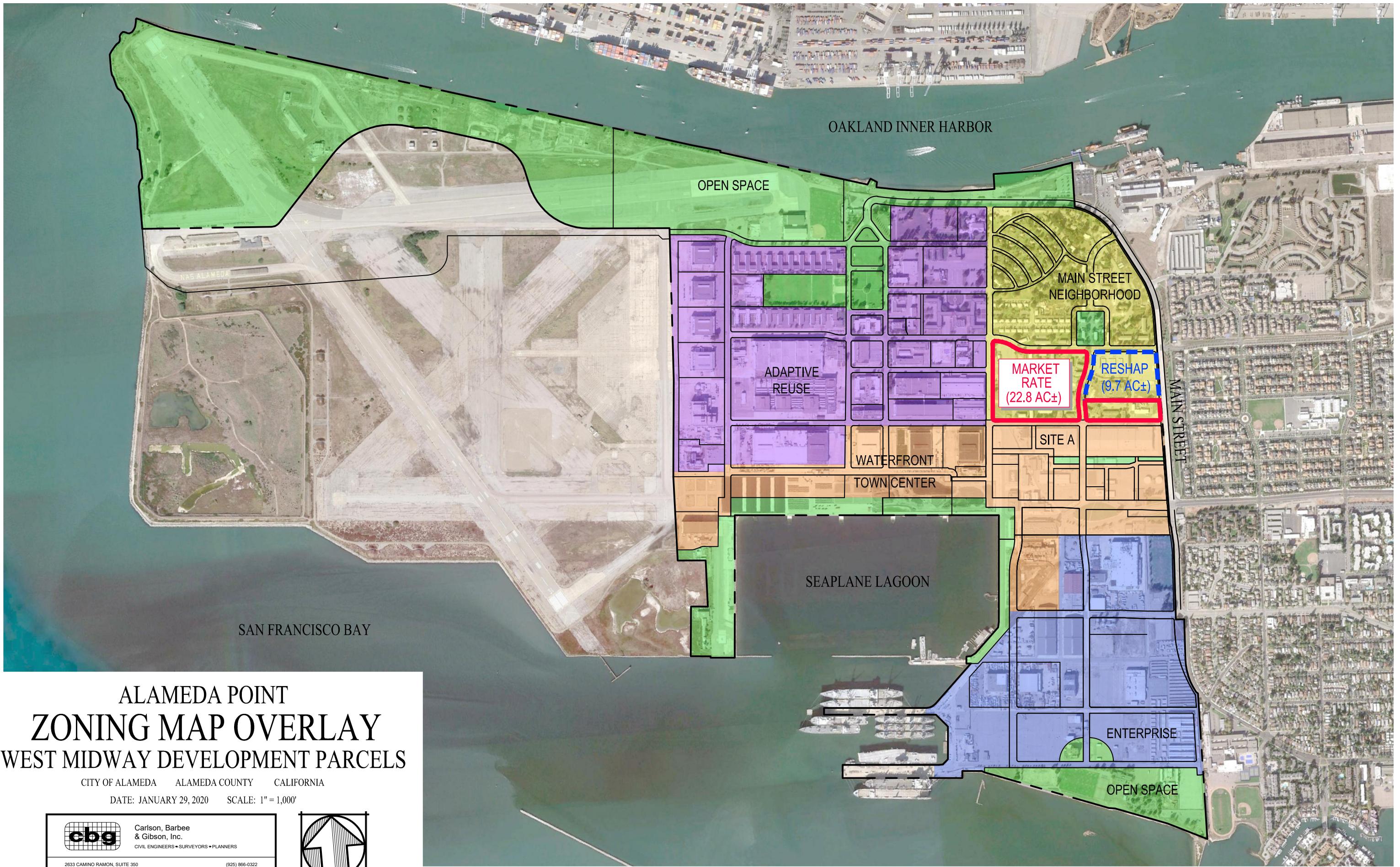
XV. Exhibits

The following provides a list of exhibits:

1. Map of the Market Rate Site Overlaid on Zoning Map
2. List of Currently Available Documents at the Alameda Point RFQ Library

Request for Qualifications for Developers
For Residential/Mixed-Use Project at Alameda Point

3. Map of Alameda Point within Bay Area
4. Initial Phasing of Backbone Infrastructure
Phases 1 & 2 from RESHAP DDA
5. Map of the Market Rate Site Overlaid on
City Owned Parcels
6. Map of Market Rate Site Overlaid with
Marsh Crust & Open Petroleum Site
7. Map of 100-Year Flood Plain Existing
Conditions
8. The Project Site Infrastructure Package
Map with Phase 1 and Phase 2 and Detailed
Cost Estimate
9. Map of Current Leases on Project
10. Form of ENA
11. Certification of Acceptance of Conditions



WEST MIDWAY PROJECT RFQ LIBRARY LIST

I. OWNERSHIP AND CONVEYANCE

- a. Deeds for Parcels within West Midway Project:

DEEDS FOR PARCELS WITHIN WEST MIDWAY PROJECT
ALA-60-EDC
ALA-78-EDC
ALA-82-EDC
ALA-83-EDC
ALA-84-EDC

- b. Economic Development Conveyance Memorandum of Agreement (2000)
 - i. Amendment 1 (2001)
 - ii. Amendment 2 (2011)
- c. Preliminary Title Report
- d. Due Diligence Survey Alameda Point Mapping

II. ENTITLEMENTS

- a. Chapter 9 of the General Plan (2003)
- b. Alameda Point Environmental Impact Report (2014)
- c. EIR Resolution No. 14891
- d. Mitigation Monitoring and Reporting Program
- e. Master Infrastructure Plan (MIP) (2014)
- f. Alameda Point Zoning Ordinance Amendment (2014)
- g. Alameda Point General Plan Amendments (2014)
- h. Transportation Demand Management Plan (2014)
- i. Transportation Demand Management Plan Amended (Resolution Oct. 2017)
- j. Main Street Neighborhood Specific Plan (2017)
- k. RESHAP Development Plan (2017)
- l. RESHAP Disposition and Development Agreement with Collaborating Partners and Mid-Pen (2018)

III. ENVIRONMENTAL

- a. Finding of Suitability of Transfer (FOST) for Phase 1 & Phase 2 Property
- b. Final Site Management Plan (2015)

- c. Other detailed environmental documents

IV. GEOTECHNICAL

- a. Preliminary Geotechnical Report by ENGEO (2003)
- b. See MIP and Geotechnical Constraints Memorandum (Appendix A of the MIP)
- c. Site A Tentative Map (2016)

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 West Midway Project:

LEASEHOLDS WITHIN WEST MIDWAY PROJECT
<ul style="list-style-type: none">- Building 35- Building 459- Building 522 (Proposed Temporary Homeless Day Center)- Operation Dignity (Dignity Commons LBA)- Alameda Point Collaborative (Miramar/Mariposa LBA) <p><i>LBA - Legally Binding Agreement</i></p>

- b. Building 35 – Historic Document

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. 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 Wildan (2013)

XI. SPECIAL TAXES

- a. Resolution No. 15250 – Formation of City of Alameda Community Facilities District (CFD)No. 17-1 (Alameda Point Public Services District)
- b. Recorded CFD No.17-1 Map

XII. PROJECT STABILIZATION AGREEMENT AND LOCAL HIRE

- a. Project Stabilization Agreement (2016)
- b. Standards of Reasonableness for Homeless Uses at Alameda Point (1999)

XIII. EXAMPLES

- a. Site A Site Development Plan (2015)
- b. Site A Disposition and Development Agreement (2015)

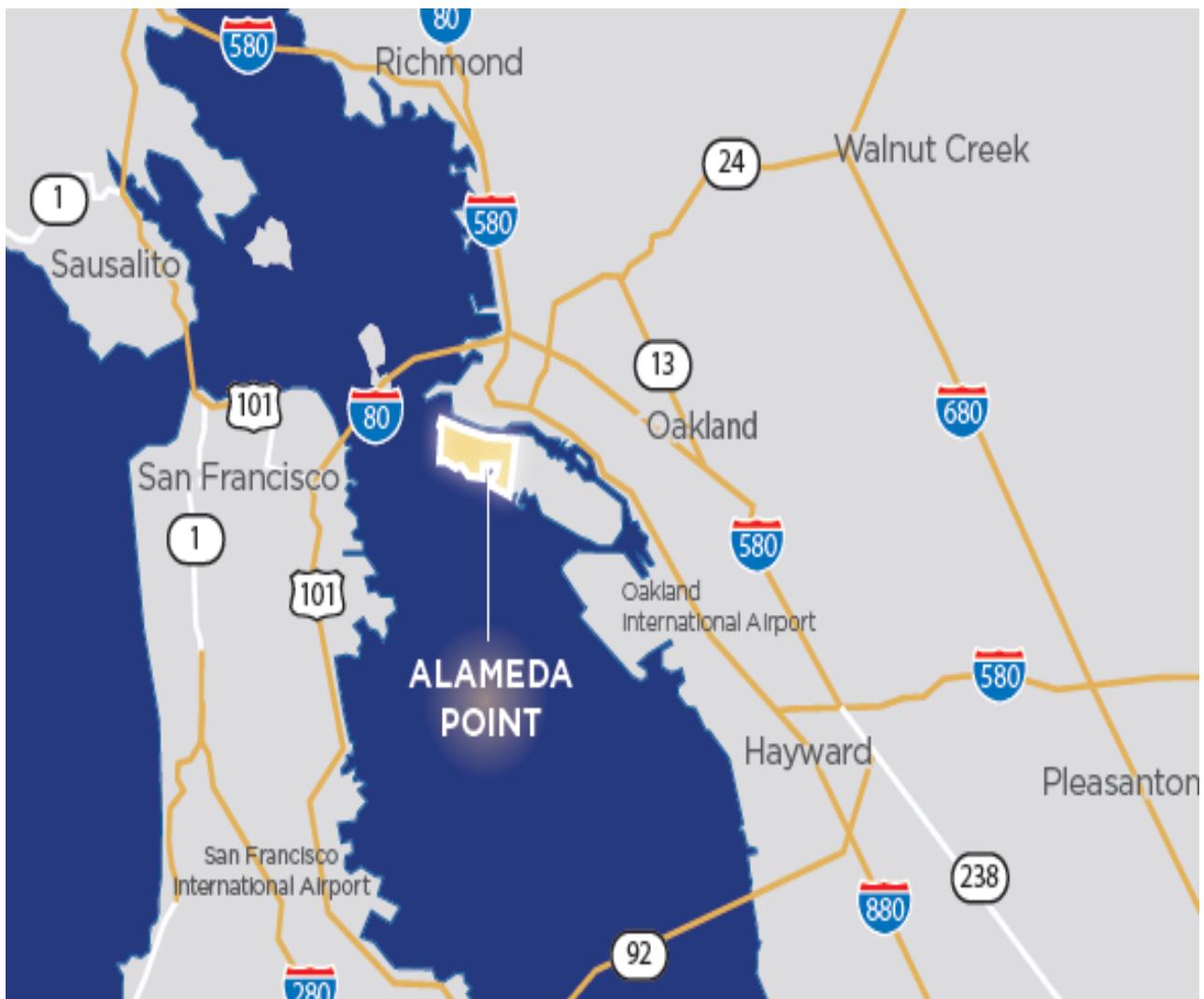
XIV HISTORIC PRESERVATION

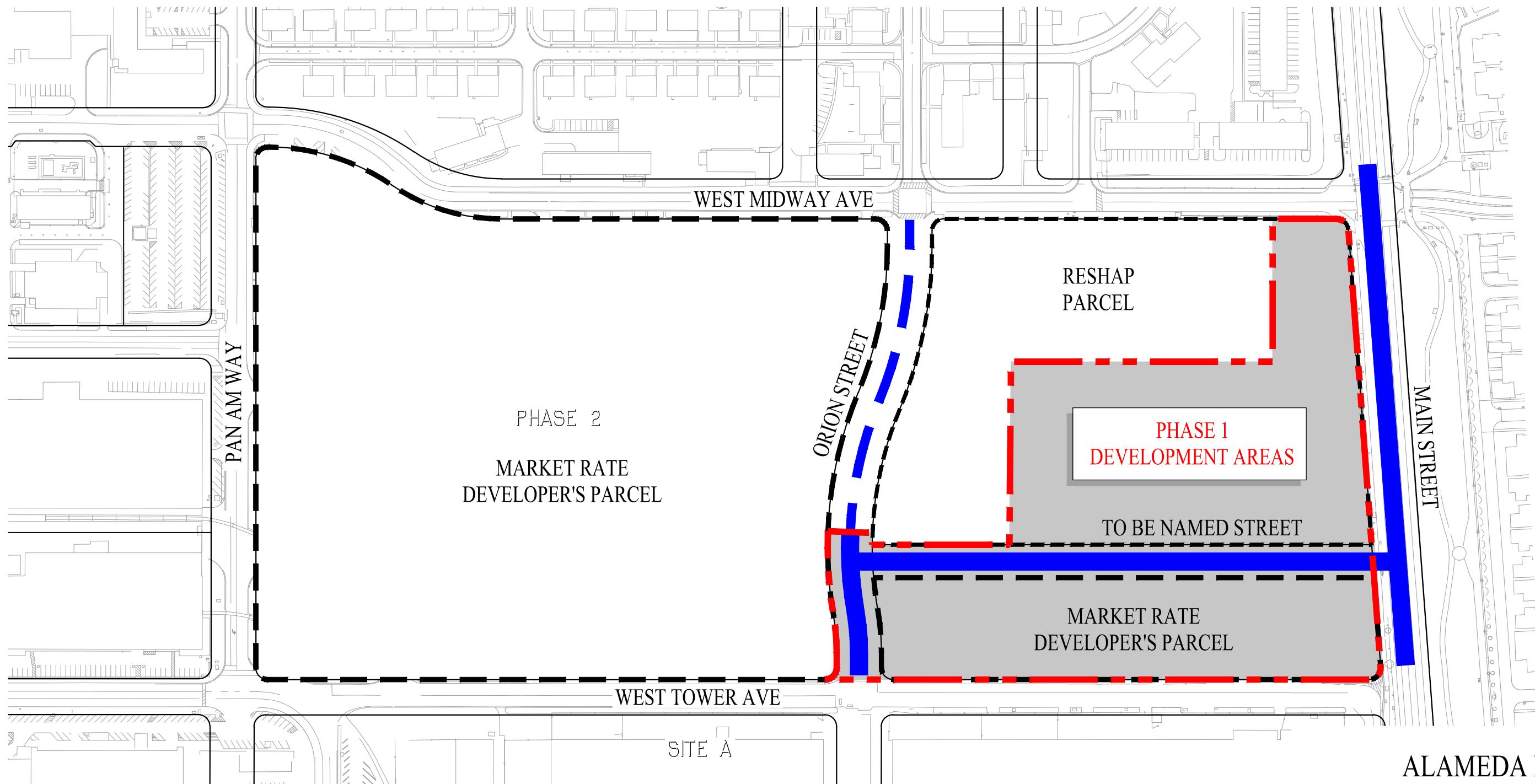
- a. Historic Preservation Guideline (Alameda Municipal Code)

XV ECONOMIC DEVELOPMENT

- a. Economic Development Strategic Plan

Exhibit 3



LEGEND

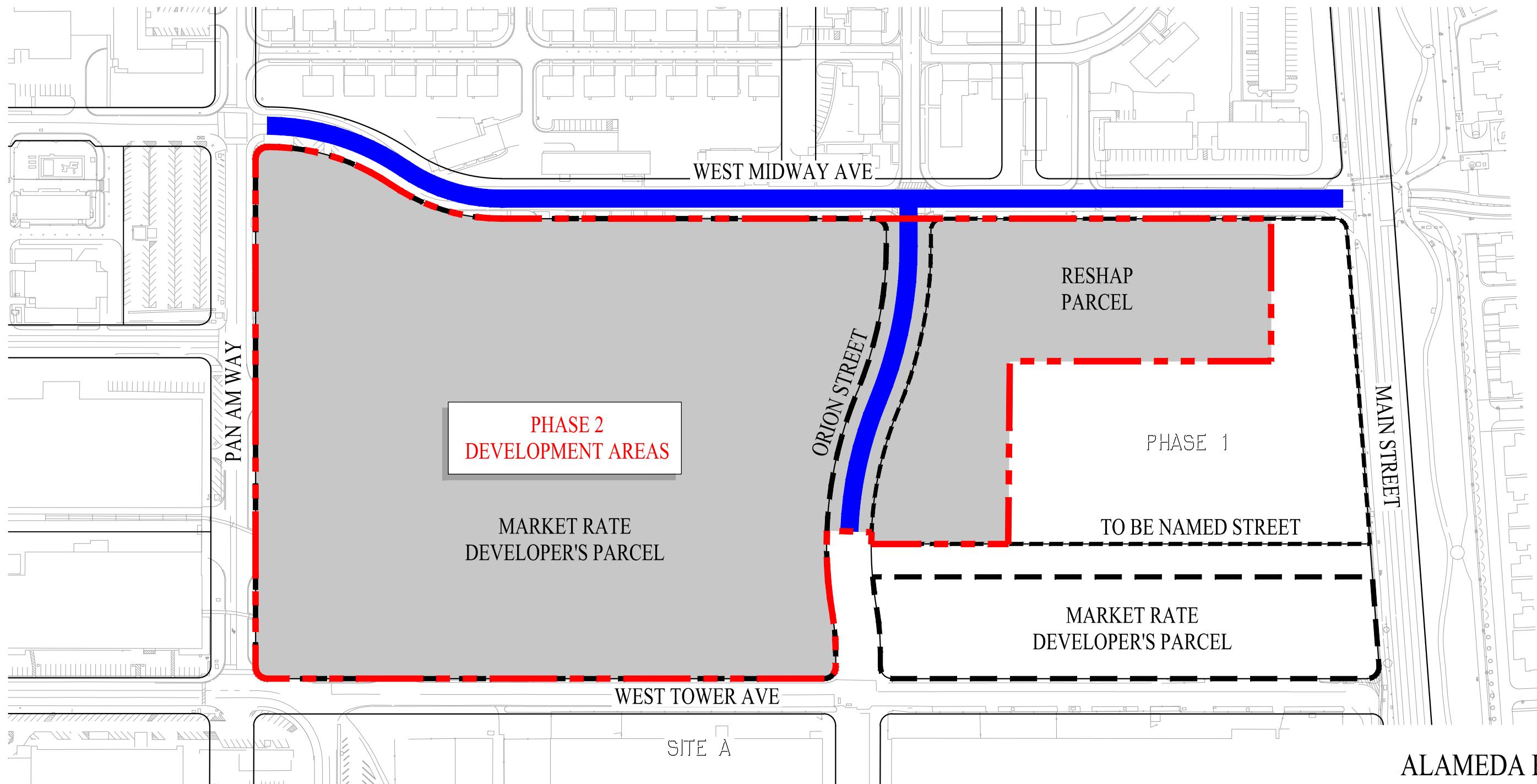
- RESHAP PARCEL
- MARKET RATE DEVELOPER'S PARCEL
- Backbone Utility Extensions
- Backbone Infrastructure
- Phase 1 Development Areas

**ALAMEDA POINT
PHASE 1 BACKBONE
INFRASTRUCTURE
MAIN STREET NEIGHBORHOOD**

CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA

DATE: JANUARY 23, 2020 SCALE: 1" = 180'



LEGEND

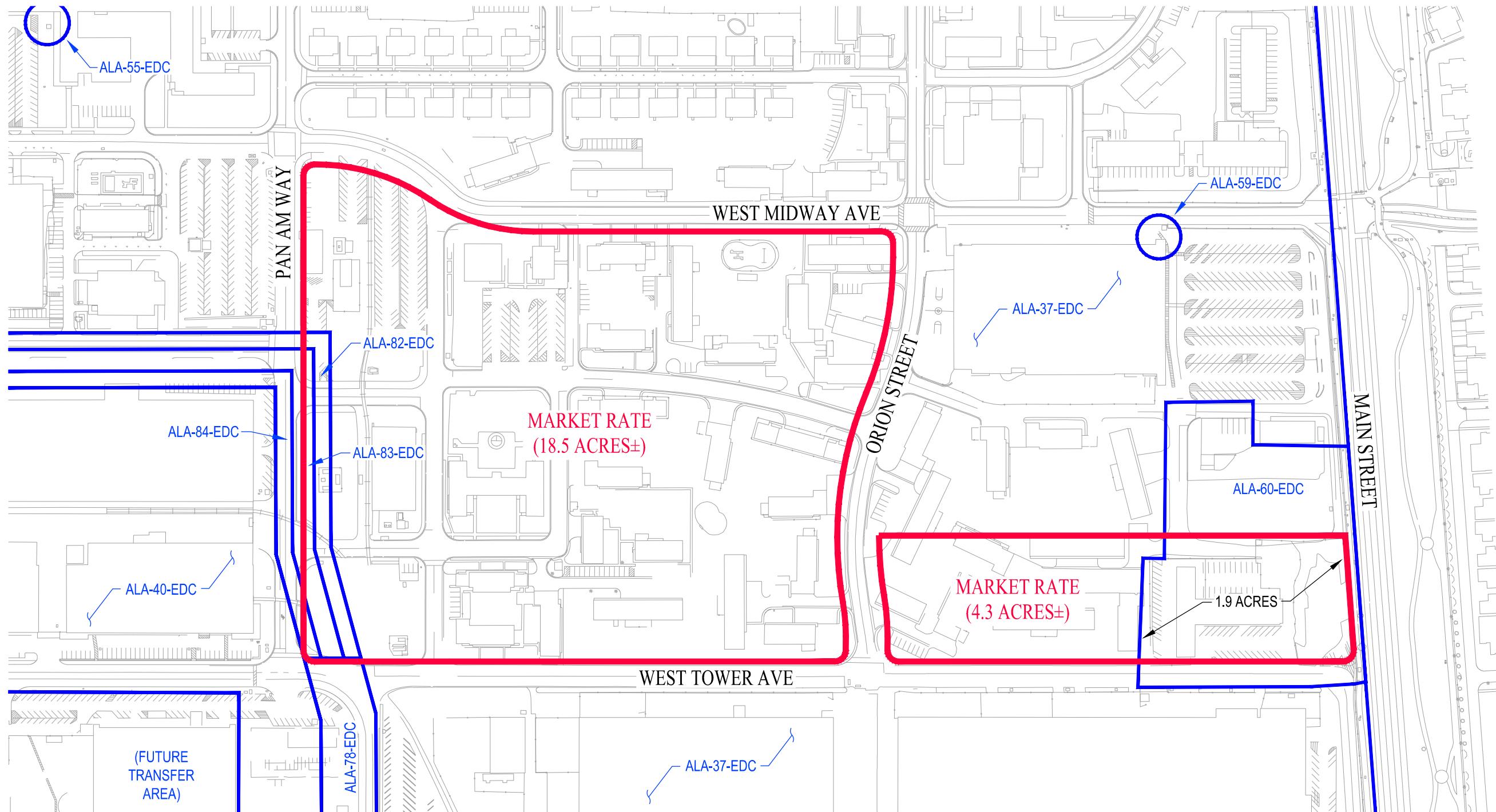
- - - - - COLLABORATING PARTNERS PARCEL
- - - - - MARKET RATE DEVELOPER'S PARCEL
- - - - - BACKBONE INFRASTRUCTURE
- - - - - PHASE 2 DEVELOPMENT AREAS

**ALAMEDA POINT
PHASE 2 BACKBONE
INFRASTRUCTURE
MAIN STREET NEIGHBORHOOD**

CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA

DATE: JANUARY 23, 2020 SCALE: 1" = 180'

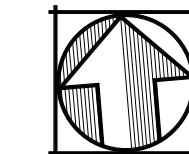




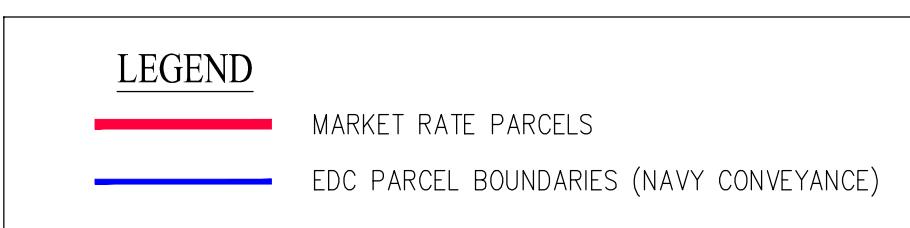
ALAMEDA POINT EDC PARCEL OVERLAY WEST MIDWAY DEVELOPMENT PARCELS

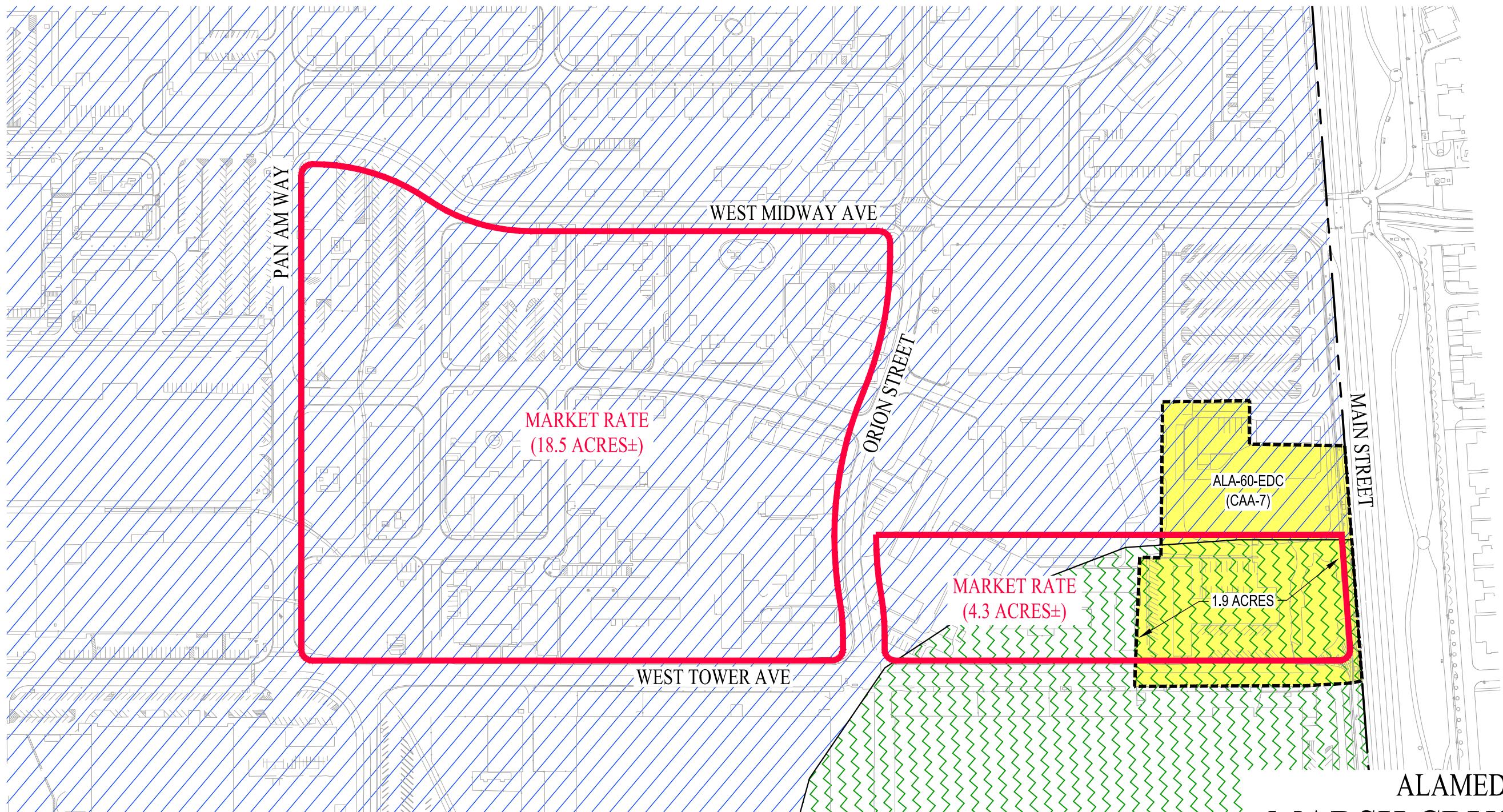
CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA

DATE: JANUARY 29, 2020 SCALE: 1" = 200'



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ALAMEDA POINT MARSH CRUST OVERLAY & OPEN PETROLEUM SITES WEST MIDWAY DEVELOPMENT PARCELS

PROPERTY SUBJECT TO MARSH CRUST CRUP

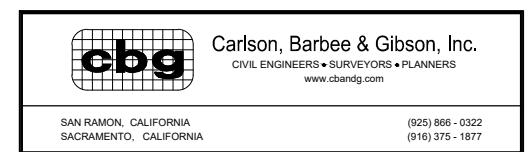
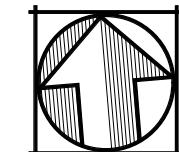
- EXCAVATION PERMIT REQUIRED FOR EXCAVATIONS BELOW MEAN HIGHER HIGH TIDE
- EXCAVATION PERMIT REQUIRED FOR EXCAVATIONS BELOW 5 FEET

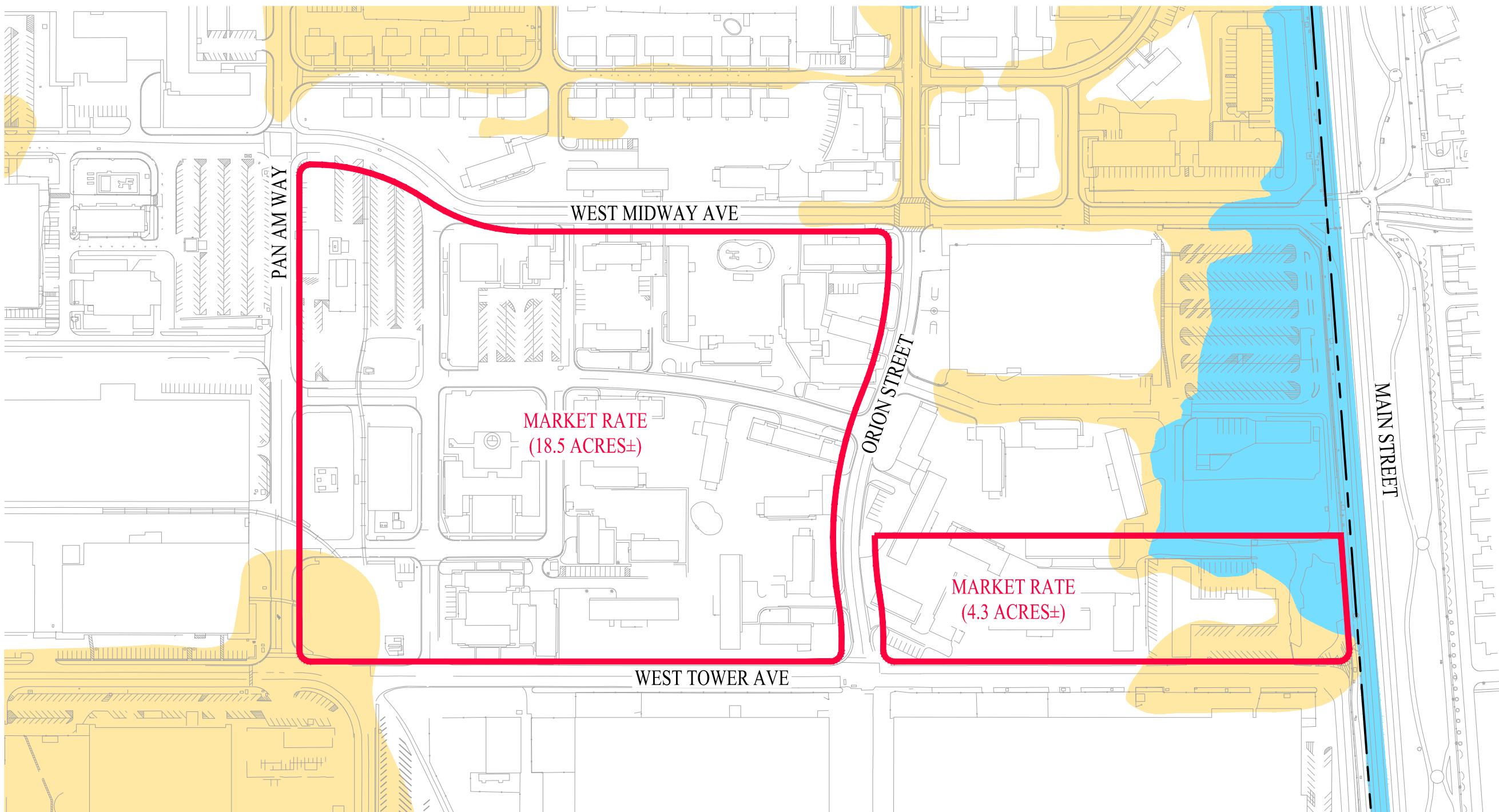
LEGEND

- MARKET RATE PARCELS
- OPEN PETROLEUM SITES (CAA-7)

CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA

DATE: JANUARY 29, 2020 SCALE: 1" = 200'





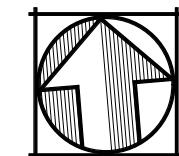
ALAMEDA POINT
FLOOD PLAIN OVERLAY
WEST MIDWAY DEVELOPMENT PARCELS

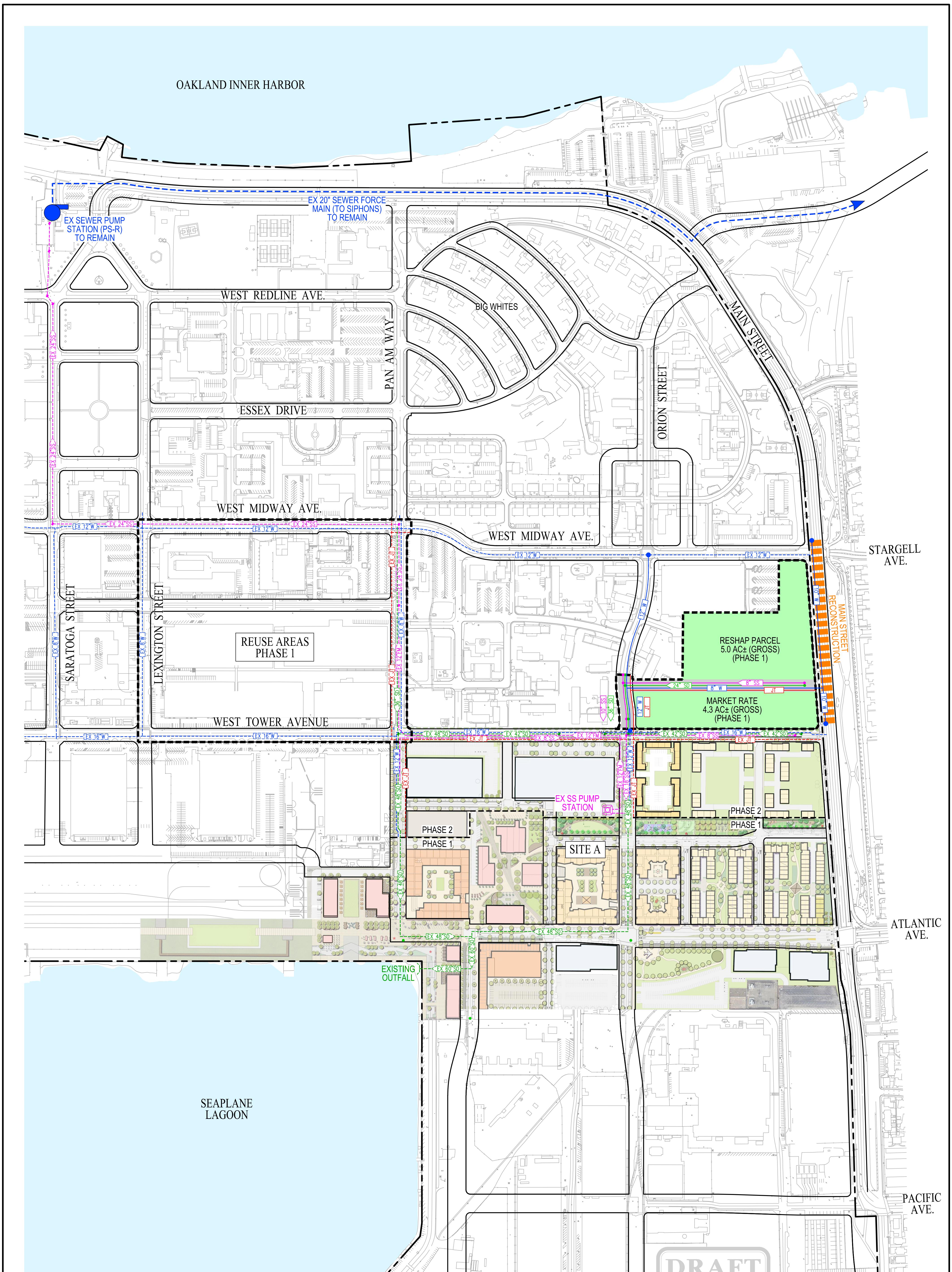
LEGEND

- MARKET RATE PARCELS
- EXISTING CONDITION - 100 YEAR FLOOD ZONE
- EXISTING CONDITION - 500 YEAR FLOOD ZONE

CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA

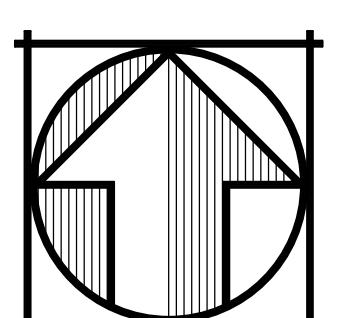
DATE: JANUARY 29, 2020 SCALE: 1" = 200'





ALAMEDA POINT PHASE 1 ESTIMATE WEST MIDWAY PROJECT

CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA





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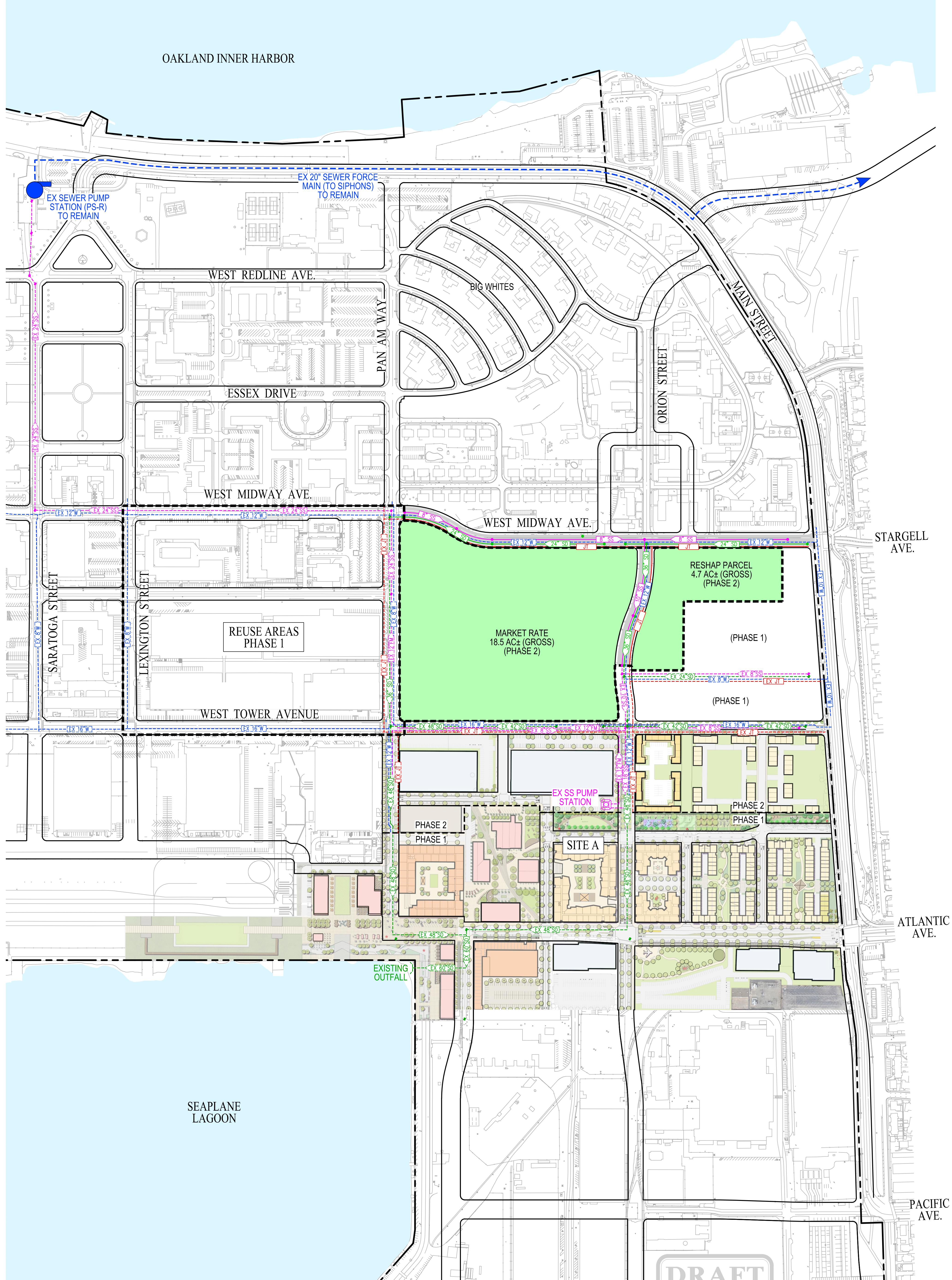
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LEGEND

<u>LEGEND</u>	
	DEVELOPMENT AREAS (NEW CONSTRUCTION)
	PROPOSED POTABLE WATER
	PROPOSED RECYCLED WATER
	PROPOSED JOINT TRENCH
	PROPOSED STORM DRAIN & DIRECTION OF FLOW
	EXISTING STORM DRAIN & DIRECTION OF FLOW (BY OTHERS)
	PROPOSED SANITARY SEWER & DIRECTION OF FLOW
	EXISTING SANITARY SEWER & DIRECTION OF FLOW (BY OTHERS)
	EXISTING SANITARY SEWER FORCE MAIN & DIRECTION OF FLOW (BY OTHERS)
	EXISTING SEWER PUMP STATION (BY OTHERS)
	CONNECT TO EXISTING WATER MAIN

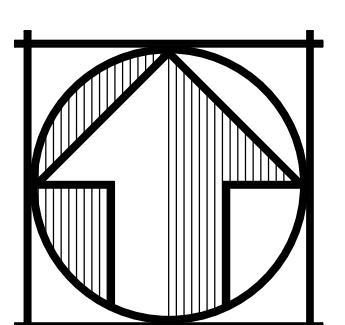


LEGEND

- DEVELOPMENT AREAS (NEW CONSTRUCTION)
- W ■ PROPOSED POTABLE WATER
- RW ■ PROPOSED RECYCLED WATER
- JT ■ PROPOSED JOINT TRENCH
- SD ■ PROPOSED STORM DRAIN & DIRECTION OF FLOW
- EX SD ■ EXISTING STORM DRAIN & DIRECTION OF FLOW (BY OTHERS)
- SS ■ PROPOSED SANITARY SEWER & DIRECTION OF FLOW
- EX SS ■ EXISTING SANITARY SEWER & DIRECTION OF FLOW (BY OTHERS)
- EX SD ■ EXISTING SANITARY SEWER FORCE MAIN & DIRECTION OF FLOW (BY OTHERS)
- PS ■ EXISTING SEWER PUMP STATION (BY OTHERS)
- CONNECT TO EXISTING WATER MAIN

ALAMEDA POINT PHASE 2 ESTIMATE WEST MIDWAY PROJECT

CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA



0' 200' 600' 800'
SCALE: 1" = 200'

DATE: JANUARY 29, 2020

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Engineer's Preliminary Cost Estimate

Alameda Point – Backbone Infrastructure West Midway Project

ALAMEDA, CALIFORNIA

Date: January 22, 2020



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Phase 1



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ENGINEER'S PRELIMINARY COST ESTIMATE
SUMMARY

ALAMEDA POINT - BACKBONE INFRASTRUCTURE
WEST MIDWAY PROJECT
ALAMEDA, CALIFORNIA

January 22, 2020
Job No.: 1087-010

Description	Phase 1	Phase 2	Total
BACKBONE INFRASTRUCTURE			
DEMOLITION / SITE PREPARATION	\$ 631,000	\$ 2,450,000	\$ 3,081,000
DEMOLITION / SITE PREPARATION (ON-SITE)	\$ 2,292,000	\$ 6,913,000	\$ 9,205,000
FLOOD PROTECTION AND SITE GRADING	\$ 508,000	\$ 1,312,000	\$ 1,820,000
FLOOD PROTECTION AND SITE GRADING (ON-SITE)	\$ 4,151,000	\$ 9,361,000	\$ 13,512,000
DEWATERING	\$ 125,000	\$ 250,000	\$ 375,000
SANITARY SEWER	\$ 1,028,000	\$ 1,355,000	\$ 2,383,000
STORM DRAIN	\$ 1,014,000	\$ 1,992,000	\$ 3,006,000
POTABLE WATER	\$ 1,069,000	\$ -	\$ 1,069,000
DRY UTILITIES	\$ 1,555,000	\$ 1,771,000	\$ 3,326,000
ON-SITE STREET WORK	\$ 4,551,000	\$ 3,899,000	\$ 8,450,000
PARKS AND OPEN SPACE	\$ 932,000	\$ 2,000,000	\$ 2,932,000
SUBTOTAL BACKBONE INFRASTRUCTURE CONSTRUCTION COSTS	\$ 17,860,000	\$ 31,300,000	\$ 49,160,000
<i>(to the nearest \$10,000)</i>			
SOFT COSTS			
CONSTRUCTION ADMIN	\$ 572,000	\$ 1,002,000	\$ 1,574,000
PROFESSIONAL SERVICES	\$ 2,143,000	\$ 3,756,000	\$ 5,899,000
FEES	\$ 876,000	\$ 1,002,000	\$ 1,878,000
IMPROVEMENT ACCEPTANCE	\$ 71,000	\$ 125,000	\$ 196,000
SUBTOTAL SOFT COSTS	\$ 3,660,000	\$ 5,890,000	\$ 9,550,000
<i>(to the nearest \$10,000)</i>			
TOTAL WEST MIDWAY PROJECT	\$ 21,520,000	\$ 37,190,000	\$ 58,710,000
BACKBONE INFRASTRUCTURE COSTS			
<i>(to the nearest \$10,000)</i>			



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ENGINEER'S PRELIMINARY COST ESTIMATE
SUMMARY
ALAMEDA POINT - BACKBONE INFRASTRUCTURE
WEST MIDWAY PROJECT - PHASE 1
ALAMEDA, CALIFORNIA

January 21, 2020
Job No.: 1087-010

Description	Amount
<u>BACKBONE INFRASTRUCTURE</u>	
DEMOLITION / SITE PREPARATION	\$ 631,000
DEMOLITION / SITE PREPARATION (ON-SITE)	\$ 2,292,000
FLOOD PROTECTION AND SITE GRADING	\$ 508,000
FLOOD PROTECTION AND SITE GRADING (ON-SITE)	\$ 4,151,000
DEWATERING	\$ 125,000
SANITARY SEWER	\$ 1,028,000
STORM DRAIN	\$ 1,014,000
POTABLE WATER	\$ 1,069,000
DRY UTILITIES	\$ 1,555,000
ON-SITE STREET WORK	\$ 4,551,000
PARKS AND OPEN SPACE	\$ 932,000
SUBTOTAL BACKBONE INFRASTRUCTURE CONSTRUCTION COSTS \$ 17,860,000	
<i>(to the nearest \$10,000)</i>	
<u>SOFT COSTS</u>	
CONSTRUCTION ADMIN	\$ 572,000
PROFESSIONAL SERVICES	\$ 2,143,000
FEES	\$ 876,000
IMPROVEMENT ACCEPTANCE	\$ 71,000
SUBTOTAL SOFT COSTS \$ 3,660,000	
<i>(to the nearest \$10,000)</i>	
TOTAL WEST MIDWAY PROJECT – PHASE 1 BACKBONE INFRASTRUCTURE COSTS \$ 21,520,000	
<i>(to the nearest \$10,000)</i>	

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ENGINEER'S PRELIMINARY COST ESTIMATE
DEMOLITION / SITE PREPARATION
ALAMEDA POINT - BACKBONE INFRASTRUCTURE
WEST MIDWAY PROJECT - PHASE 1
ALAMEDA, CALIFORNIA

January 21, 2020
Job No.: 1087-010

Item	Description	Quantity	Unit	Unit Price	Amount
1	Remove Existing Building Foundations (<i>Multi-Family Bldgs</i>)	4	EA	\$ 53,500	\$ 214,000
2	Demolition of Existing Pavement and Concrete <i>(Assume to Be Recycled and Stockpiled)</i>	37,000	SF	\$ 2.15	\$ 79,550
4	Clearing and Grubbing (<i>Open Space Areas Only</i>)	0.42	AC	\$ 2,150	\$ 903
5	Remove Existing Utilities (<i>Within Proposed R/W's</i>)	3,500	LF	\$ 60	\$ 210,000
SUBTOTAL DEMOLITION / SITE PREPARATION PREPARATION COSTS					\$ 504,453
25% CONTINGENCY					\$ 126,113
TOTAL DEMOLITION / SITE PREPARATION PREPARATION COSTS					\$ 631,000
<i>(to the nearest \$1,000)</i>					

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ENGINEER'S PRELIMINARY COST ESTIMATE
DEMOLITION / SITE PREPARATION (ON-SITE)
ALAMEDA POINT - ON-SITE INFRASTRUCTURE
WEST MIDWAY PROJECT - PHASE 1
ALAMEDA, CALIFORNIA

January 21, 2020
Job No.: 1087-010

Item	Description	Quantity	Unit	Unit Price	Amount
1	Demo and Abatement of Existing Structures (<i>Multi-Family Bldgs.</i>)	1	EA	\$ 107,000	\$ 107,000
2	Demo and Abatement of Existing Structures (<i>Industrial - N</i>)	91,000	SF	\$ 8.00	\$ 728,000
3	Remove Existing Building Foundations (<i>Multi-Family Bldgs</i>)	5	EA	\$ 53,500	\$ 267,500
4	Demolition of Existing Pavement and Concrete	190,500	SF	\$ 2.15	\$ 409,575
5	<i>(Assume to Be Recycled and Stockpiled)</i>				
6	Clearing and Grubbing (<i>Open Space Areas Only</i>)	3.0	AC	\$ 2,150	\$ 6,450
7	Slurry Fill Existing Utilities (<i>Development Parcels</i>)	3,500	LF	\$ 30	\$ 105,000
8	Remove Existing Utilities (<i>Development Parcels</i>)	3,500	LF	\$ 60	\$ 210,000
SUBTOTAL DEMOLITION / SITE PREPARATION (ON-SITE) CONSTRUCTION COSTS					\$ 1,833,525
25% CONTINGENCY					\$ 458,381
TOTAL DEMOLITION / SITE PREPARATION (ON-SITE) CONSTRUCTION COSTS					\$ 2,292,000
<i>(to the nearest \$1,000)</i>					

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ENGINEER'S PRELIMINARY COST ESTIMATE
GEOTECHNICAL REMEDIATION
ALAMEDA POINT - BACKBONE INFRASTRUCTURE
WEST MIDWAY PROJECT - PHASE 1
ALAMEDA, CALIFORNIA

January 21, 2020
Job No.: 1087-010

Item	Description	Quantity	Unit	Unit Price	Amount
<u>GEOTECHNICAL REMEDIATION</u>					
1	Liquefaction Remediation (<i>DDC Roadways</i>)	67,000	SF	\$ 1.70	\$ 113,900
Subtotal Geotechnical Remediation					
				\$	\$ 113,900
<u>EARTHWORK</u>					
<u>Import (<i>New Roadways</i>)</u>					
2	Raise Above Flood Plain	3,000	CY	\$ 35	\$ 105,000
3	Settlement Due to Fill	1,500	CY	\$ 35	\$ 52,500
4	Settlement Due to DDC (<i>Excludes Parks</i>)	2,300	CY	\$ 35	\$ 80,500
5	Rough Grade (<i>Assume 1' Across Roadways</i>)	2,500	CY	\$ 10	\$ 25,000
6	Settlement Acceleration Program (<i>Budget</i>)	3,000	CY	\$ 8	\$ 24,000
7	Erosion Control	1.5	AC	\$ 3,750	\$ 5,625
Subtotal Earthwork					
				\$	\$ 292,625
SUBTOTAL FLOOD PROTECTION AND SITE GRADING COSTS					
				\$	\$ 406,525
25% CONTINGENCY					
				\$	\$ 101,631
TOTAL FLOOD PROTECTION AND SITE GRADING COSTS					
				\$	\$ 508,000
<i>(to the nearest \$1,000)</i>					

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ENGINEER'S PRELIMINARY COST ESTIMATE
GEOTECHNICAL REMEDIATION (ON-SITE)
ALAMEDA POINT - ON-SITE INFRASTRUCTURE
WEST MIDWAY PROJECT - PHASE 1
ALAMEDA, CALIFORNIA

January 21, 2020
Job No.: 1087-010

Item	Description	Quantity	Unit	Unit Price	Amount
<u>GEOTECHNICAL REMEDIATION (ON-SITE)</u>					
1	Liquefaction Remediation (<i>DDC Development Areas</i>) <i>(Assumes 10' Total Depth of Improvement)</i>	367,500	SF	\$ 1.70	\$ 624,750
Subtotal Geotechnical Remediation (On-Site)					
\$ 624,750					
<u>EARTHWORK (ON-SITE)</u>					
<u>Import (Berms)</u>					
2	Import (<i>Replace Existing Pave and Concrete - Residential Parcels</i>) <i>(Assume 1' Depth over Existing Pave / Concrete Demo)</i>	7,050	CY	\$ 35	\$ 246,750
<u>Import</u>					
3	Raise Above Flood Plain	22,000	CY	\$ 35	\$ 770,000
4	Settlement Due to Fill	11,000	CY	\$ 35	\$ 385,000
5	Settlement Due to DDC (<i>Excludes Parks</i>)	12,600	CY	\$ 35	\$ 441,000
6	Settlement Due to Increased Structure Load (<i>Assume 1'</i>)	11,700	CY	\$ 35	\$ 409,500
7	Rough Grade (<i>Assume 1' Across Site</i>)	13,600	CY	\$ 10	\$ 136,000
8	Finish Super Pad	8.4	AC	\$ 6,000	\$ 50,400
9	Settlement Acceleration Program (<i>Budget</i>)	22,000	CY	\$ 8	\$ 176,000
10	Retaining Walls (<i>Budget</i>)	1	LS	\$ 50,000	\$ 50,000
11	Erosion Control	8.4	AC	\$ 3,750	\$ 31,500
Subtotal Earthwork (On-Site)					
\$ 2,696,150					
SUBTOTAL FLOOD PROTECTION AND SITE GRADING (ON-SITE) COSTS \$ 3,320,900					
25% CONTINGENCY \$ 830,225					
TOTAL FLOOD PROTECTION AND SITE GRADING (ON-SITE) COSTS \$ 4,151,000 <i>(to the nearest \$1,000)</i>					

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ENGINEER'S PRELIMINARY COST ESTIMATE

DEWATERING

ALAMEDA POINT - BACKBONE INFRASTRUCTURE

WEST MIDWAY PROJECT - PHASE 1

ALAMEDA, CALIFORNIA

January 21, 2020

Job No.: 1087-010

Item	Description	Quantity	Unit	Unit Price	Amount
1	Dewatering (On-Site Roadways and Main Street)	1,955	LF	\$ -	<i>Incl. in Utility Costs</i>
2	Groundwater Contamination Treatment (Budget)	1	LS	\$ 100,000	\$ 100,000
SUBTOTAL DEWATERING CONSTRUCTION COSTS				\$ 100,000	
25% CONTINGENCY				\$ 25,000	
TOTAL DEWATERING CONSTRUCTION COSTS				\$ 125,000	
<i>(to the nearest \$1,000)</i>					

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ENGINEER'S PRELIMINARY COST ESTIMATE

SANITARY SEWER

ALAMEDA POINT - BACKBONE INFRASTRUCTURE

WEST MIDWAY PROJECT - PHASE 1

ALAMEDA, CALIFORNIA

January 21, 2020

Job No.: 1087-010

Item	Description	Quantity	Unit	Unit Price	Amount
1	8" Sanitary Sewer	845	LF	\$ 340	\$ 287,300
2	10" Sanitary Sewer	245	LF	\$ 360	\$ 88,200
3	Manholes (<i>Minimum 1 Every 300'</i>)	7	EA	\$ 13,900	\$ 97,300
4	Stubs to Future Development	5	EA	\$ 650	\$ 3,250
5	Connect New Main to Existing Trunk Main	1	EA	\$ 21,500	\$ 21,500
6	Maintain Service to Existing Buildings and Future Phases	1	LS	\$ 270,000	\$ 270,000
7	Replace Bay Mud (<i>Within Utility Trenches</i>)	1,090	CY	\$ 50.00	\$ 54,500
 SUBTOTAL SANITARY SEWER CONSTRUCTION COSTS					
25% CONTINGENCY					
TOTAL SANITARY SEWER CONSTRUCTION COSTS					
<i>(to the nearest \$1,000)</i>					



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ENGINEER'S PRELIMINARY COST ESTIMATE

STORM DRAIN

ALAMEDA POINT - BACKBONE INFRASTRUCTURE

WEST MIDWAY PROJECT - PHASE 1

ALAMEDA, CALIFORNIA

January 21, 2020

Job No.: 1087-010

Item	Description	Quantity	Unit	Unit Price	Amount
1	36" Storm Drain	250	LF	\$ 380	\$ 95,000
2	24" Storm Drain	835	LF	\$ 330	\$ 275,550
3	Manholes (<i>Minimum 1 Every 300'</i>)	7	EA	\$ 15,500	\$ 108,500
4	Interim Drainage to Existing Parcels to Remain (<i>Budget</i>)	1	LS	\$ 110,000	\$ 110,000
5	Stubs to Future Development (<i>Budget</i>)	5	EA	\$ 650	\$ 3,250
6	Roadside Vegetated Swales / Water Quality Facilities	2,200	LF	\$ 50	\$ 110,000
7	Replace Bay Mud (<i>Within Utility Trenches</i>)	2,170	CY	\$ 50	\$ 108,500
 SUBTOTAL STORM DRAIN CONSTRUCTION COSTS					
25% CONTINGENCY					
TOTAL STORM DRAIN CONSTRUCTION COSTS					
<i>(to the nearest \$1,000)</i>					



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ENGINEER'S PRELIMINARY COST ESTIMATE

POTABLE WATER

ALAMEDA POINT - BACKBONE INFRASTRUCTURE

WEST MIDWAY PROJECT - PHASE 1

ALAMEDA, CALIFORNIA

January 21, 2020

Job No.: 1087-010

Item	Description	Quantity	Unit	Unit Price	Amount
1	12" Water Pipe (<i>Including Appurtenances</i>)	250	LF	\$ 140	\$ 35,000
2	12" Water Pipe (<i>Including Appurtenances</i>) - <i>In Existing Pavement</i>	580	LF	\$ 210	\$ 121,800
3	10" Water Pipe (<i>Including Appurtenances</i>)	855	LF	\$ 170	\$ 145,350
4	8" Water Pipe (<i>Including Appurtenances</i>)	915	LF	\$ 130	\$ 118,950
5	Stubs to Future Development	8	EA	\$ 1,070	\$ 8,560
6	Connect to Ex Waterline	4	EA	\$ 16,000	\$ 64,000
7	Fire Hydrants (<i>Assume 1 Every 450'</i>)	6	EA	\$ 10,920	\$ 65,520
8	Irrigation Services (<i>Assume 1 Every 0.33 Mile</i>)	2	EA	\$ 2,140	\$ 4,280
9	Maintain Service to Existing Buildings and Future Phases	1	LS	\$ 270,000	\$ 270,000
10	Connect Existing Lateral to New Main (<i>Includes Meter</i>)	2	EA	\$ 10,700	\$ 21,400
 SUBTOTAL POTABLE WATER CONSTRUCTION COSTS \$ 854,860					
25% CONTINGENCY \$ 213,715					
TOTAL POTABLE WATER CONSTRUCTION COSTS \$ 1,069,000 <i>(to the nearest \$1,000)</i>					



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ENGINEER'S PRELIMINARY COST ESTIMATE

DRY UTILITIES

ALAMEDA POINT - BACKBONE INFRASTRUCTURE

WEST MIDWAY PROJECT - PHASE 1

ALAMEDA, CALIFORNIA

January 21, 2020

Job No.: 1087-010

Item	Description	Quantity	Unit	Unit Price	Amount
1	Relocate Existing Street Lights (<i>Main Street</i>)	10	EA	\$ 5,500	\$ 55,000
2	Joint Trench Facilities (<i>Main Street</i>)	855	LF	\$ 350	\$ 299,250
3	Joint Trench Facilities (<i>On-Site</i>)	1,100	LF	\$ 300	\$ 330,000
4	Additional Facilities for Multiple Utility Companies	1,100	LF	\$ 25	\$ 27,500
5	Electroliers (<i>Assume 1 Every 100'</i>)	20	EA	\$ 12,000	\$ 240,000
6	Maintain Service to Existing Buildings (<i>During Construction</i>)	1	LS	\$ 270,000	\$ 270,000
7	Establish New Connection to Historic Buildings to Remain	2	EA	\$ 11,000	\$ 22,000
SUBTOTAL DRY UTILITIES CONSTRUCTION COSTS					\$ 1,243,750
25% CONTINGENCY					\$ 310,938
TOTAL DRY UTILITIES CONSTRUCTION COSTS					\$ 1,555,000
<i>(to the nearest \$1,000)</i>					



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ENGINEER'S PRELIMINARY COST ESTIMATE
ON-SITE STREET WORK
ALAMEDA POINT - BACKBONE INFRASTRUCTURE
WEST MIDWAY PROJECT - PHASE 1
ALAMEDA, CALIFORNIA

January 21, 2020
Job No.: 1087-010

Item	Description	Quantity	Unit	Unit Price	Amount
<i>Please see Appendix for the linear footage cost breakdowns</i>					
<u>Main Street Reconstruction</u>					
1	Atlantic to Main Gate	855	LF	\$ 1,355	\$ 1,158,525
2	Intersection Modification - Stargell Ave / Main St	1	LS	\$ 110,000	\$ 110,000
3	Transition to Ex Roadway - At Northern Boundary	1	LS	\$ 325,000	\$ 325,000
4	Transition to Ex Roadway - At Southern Boundary	1	LS	\$ 110,000	\$ 110,000
5	Traffic Signal Modification - Stargell Ave / Main St	1	LS	\$ 175,000	\$ 175,000
<u>On-Site Streets</u>					
6	Orion Street - New	250	LF	\$ 930	\$ 232,500
7	Local Street (56' R/W) - New	850	LF	\$ 745	\$ 633,250
8	Conform to Ex Intersections - Budget During Construction	2	EA	\$ 110,000	\$ 220,000
9	Temporary Access Roads to Ex Bldg's - During Construction	1	LS	\$ 270,000	\$ 270,000
10	Misc Frontage Improvements to Ex Bldg's to Remain	2,600	LF	\$ 110	\$ 286,000
11	Driveways - Residential Alleys & Commercial Parking lots	5	EA	\$ 2,500	\$ 12,500
12	Temp Barricades - At Entrances to Future Development	5	EA	\$ 1,600	\$ 8,000
13	Traffic Calming Budget	1	LS	\$ 100,000	\$ 100,000

SUBTOTAL ON-SITE STREET WORK COSTS \$ 3,640,775
(to the nearest \$1,000)

25% CONTINGENCY \$ 910,194

TOTAL ON-SITE STREET WORK COSTS \$ 4,551,000
(to the nearest \$1,000)



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ENGINEER'S PRELIMINARY COST ESTIMATE
PARKS AND OPEN SPACE
ALAMEDA POINT - BACKBONE INFRASTRUCTURE
WEST MIDWAY PROJECT - PHASE 1
ALAMEDA, CALIFORNIA

January 21, 2020
Job No.: 1087-010

Item	Description	Quantity	Unit	Unit Price	Amount
1	Central Gardens Park (<i>Contribution Only</i>)	1	LS	\$ 600,000	\$ 600,000
2	Bay Trail - <i>Main Street</i>	17,100	SF	\$ 8.50	\$ 145,350
SUBTOTAL PARKS AND OPEN SPACE COSTS					\$ 745,350
25% CONTINGENCY					\$ 186,338
TOTAL PARKS AND OPEN SPACE COSTS					\$ 932,000
<i>(to the nearest \$1,000)</i>					

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ENGINEER'S PRELIMINARY COST ESTIMATE
CONSTRUCTION ADMIN
ALAMEDA POINT - BACKBONE INFRASTRUCTURE
WEST MIDWAY PROJECT - PHASE 1
ALAMEDA, CALIFORNIA

January 21, 2020
Job No.: 1087-010

Item	Description	Quantity	Unit	Unit Price	Amount
<u>CONSTRUCTION ADMIN</u>					
1	Construction Admin (4% Costs)	0.04	LS	\$ 14,288,000	\$ 571,520
SUBTOTAL CONSTRUCTION ADMIN COSTS \$ 572,000					
25% CONTINGENCY N.I.C.					
TOTAL CONSTRUCTION ADMIN COSTS \$ 572,000 <i>(to the nearest \$1,000)</i>					

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ENGINEER'S PRELIMINARY COST ESTIMATE
PROFESSIONAL SERVICES
ALAMEDA POINT - BACKBONE INFRASTRUCTURE
WEST MIDWAY PROJECT - PHASE 1
ALAMEDA, CALIFORNIA

January 21, 2020
Job No.: 1087-010

Item	Description	Quantity	Unit	Unit Price	Amount
<u>PROFESSIONAL SERVICES</u>					
1	Professional Services (15% Costs)	0.15	LS	\$ 14,288,000	\$ 2,143,200
SUBTOTAL PROFESSIONAL SERVICES COSTS \$ 2,143,200					
25% CONTINGENCY N.I.C.					
TOTAL PROFESSIONAL SERVICES COSTS \$ 2,143,000					
<i>(to the nearest \$1,000)</i>					

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ENGINEER'S PRELIMINARY COST ESTIMATE

FEES

**ALAMEDA POINT - BACKBONE INFRASTRUCTURE
WEST MIDWAY PROJECT - PHASE 1
ALAMEDA, CALIFORNIA**

January 21, 2020

Job No.: 1087-010

Item	Description	Fee	Amount
<u>CITY PLAN CHECK AND INSPECTION FEES</u>			
1	Grading and Improvement Plan Review	<i>Assume 1% of Infrastructure Costs</i>	\$ 142,880
2	Grading and Improvement Bond	<i>Assume 1% of Infrastructure Costs</i>	\$ 142,880
3	Inspection Fee	<i>Assume 2% of Infrastructure Costs</i>	\$ 285,760
	Subtotal City Plan Check and Inspection Fees		\$ 571,520
<u>EBMUD FEES</u>			
4	Main Extension - Design and Inspection Fee	\$4019 + \$47 / LF x 2600 LF	\$ 126,219
5	Fire Hydrant Materials	\$3731 / hydrant x 6 hydrants	\$ 22,386
6	Potable Water Service Installation 1" - <i>Public Irrigation</i>	\$21 / LF x 25 LF x 6 hydrants	\$ 3,150
7	Private Fire Service Installation		
8	System Capacity Charge (Potable) 1" - <i>Public Irrigation</i>	\$7100 / unit x 2 units	\$ 14,200
9	EBMUD Bond	\$64760 / unit x 2 units	\$ 129,520
10	Account Fee - <i>Public Irrigation Services</i>	1% of Water Costs	\$ 8,549
	Subtotal EBMUD Fees	\$56 / unit x 2 units	\$ 112
	Subtotal EBMUD Fees		\$ 304,136
		SUBTOTAL FEES	\$ 875,656
		25% CONTINGENCY	N.I.C.
		TOTAL FEES	\$ 876,000
		<i>(to the nearest \$1,000)</i>	

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ENGINEER'S PRELIMINARY COST ESTIMATE
IMPROVEMENT ACCEPTANCE
ALAMEDA POINT - BACKBONE INFRASTRUCTURE
WEST MIDWAY PROJECT - PHASE 1
ALAMEDA, CALIFORNIA

January 21, 2020
Job No.: 1087-010

Item	Description	Quantity	Unit	Unit Price	Amount
<u>IMPROVEMENT ACCEPTANCE</u>					
1	Improvement Acceptance (0.5% Costs)	0.005	LS	\$ 14,288,000	\$ 71,440
SUBTOTAL IMPROVEMENT ACCEPTANCE COSTS \$ 71,440					
25% CONTINGENCY N.I.C.					
TOTAL IMPROVEMENT ACCEPTANCE COSTS \$ 71,000 <i>(to the nearest \$1,000)</i>					

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Phase 2



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ENGINEER'S PRELIMINARY COST ESTIMATE
SUMMARY

ALAMEDA POINT - BACKBONE INFRASTRUCTURE
WEST MIDWAY PROJECT – PHASE 2
ALAMEDA, CALIFORNIA

January 21, 2020
Job No.: 1087-010

Description	Amount
<u>BACKBONE INFRASTRUCTURE</u>	
DEMOLITION / SITE PREPARATION	\$ 2,450,000
DEMOLITION / SITE PREPARATION (ON-SITE)	\$ 6,913,000
FLOOD PROTECTION AND SITE GRADING	\$ 1,312,000
FLOOD PROTECTION AND SITE GRADING (ON-SITE)	\$ 9,361,000
DEWATERING	\$ 250,000
SANITARY SEWER	\$ 1,355,000
STORM DRAIN	\$ 1,992,000
DRY UTILITIES	\$ 1,771,000
ON-SITE STREET WORK	\$ 3,899,000
PARKS AND OPEN SPACE	\$ 2,000,000
SUBTOTAL BACKBONE INFRASTRUCTURE CONSTRUCTION COSTS \$	
<i>(to the nearest \$10,000)</i>	
<u>SOFT COSTS</u>	
CONSTRUCTION ADMIN	\$ 1,002,000
PROFESSIONAL SERVICES	\$ 3,756,000
FEES	\$ 1,002,000
IMPROVEMENT ACCEPTANCE	\$ 125,000
SUBTOTAL SOFT COSTS \$	
<i>(to the nearest \$10,000)</i>	
TOTAL WEST MIDWAY PROJECT – PHASE 2 COSTS \$	
<i>(to the nearest \$10,000)</i>	

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ENGINEER'S PRELIMINARY COST ESTIMATE
DEMOLITION / SITE PREPARATION
ALAMEDA POINT - BACKBONE INFRASTRUCTURE
WEST MIDWAY PROJECT – PHASE 2
ALAMEDA, CALIFORNIA

January 21, 2020
Job No.: 1087-010

Item	Description	Quantity	Unit	Unit Price	Amount
1	Demo and Abatement of Existing Structures (<i>Multi-Family Bldgs</i>)	7	EA	\$ 130,000	\$ 910,000
2	Demo and Abatement of Existing Structures (<i>Industrial - N</i>)	2,750	SF	\$ 10.00	\$ 27,500
3	Demolition of Existing Pavement and Concrete (<i>Assume to Be Recycled and Stockpiled</i>)	140,000	SF	\$ 2.15	\$ 301,000
4	Clearing and Grubbing (<i>Open Space Areas Only</i>)	0.65	AC	\$ 2,150	\$ 1,398
5	Remove Existing Utilities (<i>Within Proposed R/W's</i>)	12,000	LF	\$ 60	\$ 720,000
SUBTOTAL DEMOLITION / SITE PREPARATION PREPARATION COSTS					\$ 1,959,898
25% CONTINGENCY					\$ 489,974
TOTAL DEMOLITION / SITE PREPARATION PREPARATION COSTS					\$ 2,450,000
<i>(to the nearest \$1,000)</i>					

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ENGINEER'S PRELIMINARY COST ESTIMATE
DEMOLITION / SITE PREPARATION (ON-SITE)
ALAMEDA POINT - ON-SITE INFRASTRUCTURE
WEST MIDWAY PROJECT – PHASE 2
ALAMEDA, CALIFORNIA

January 21, 2020
Job No.: 1087-010

Item	Description	Quantity	Unit	Unit Price	Amount
1	Demo and Abatement of Existing Structures (<i>Multi-Family Bldgs.</i>)	13	EA	\$ 130,000	\$ 1,690,000
2	Demo and Abatement of Existing Structures (<i>Multi-Family Bldgs. - North of W. Midway</i>)	8	EA	\$ 130,000	\$ 1,040,000
3	Demo and Abatement of Existing Structures (<i>Industrial - N</i>)	20,700	SF	\$ 8.00	\$ 165,600
4	Remove Existing Building Foundations (<i>Multi-Family Bldgs.</i>)	10	EA	\$ 53,500	\$ 535,000
5	Demolition of Existing Pavement and Concrete (<i>Assume to Be Recycled and Stockpiled</i>)	381,000	SF	\$ 2.15	\$ 819,150
6	Clearing and Grubbing (<i>Open Space Areas Only</i>)	9.7	AC	\$ 2,150	\$ 20,855
7	Slurry Fill Existing Utilities (<i>Development Parcels</i>)	14,000	LF	\$ 30	\$ 420,000
8	Remove Existing Utilities (<i>Development Parcels</i>)	14,000	LF	\$ 60	\$ 840,000
SUBTOTAL DEMOLITION / SITE PREPARATION (ON-SITE) CONSTRUCTION COSTS					\$ 5,530,605
25% CONTINGENCY					\$ 1,382,651
TOTAL DEMOLITION / SITE PREPARATION (ON-SITE) CONSTRUCTION COSTS					\$ 6,913,000
<i>(to the nearest \$1,000)</i>					



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ENGINEER'S PRELIMINARY COST ESTIMATE
GEOTECHNICAL REMEDIATION
ALAMEDA POINT - BACKBONE INFRASTRUCTURE
WEST MIDWAY PROJECT – PHASE 2
ALAMEDA, CALIFORNIA

January 21, 2020
Job No.: 1087-010

Item	Description	Quantity	Unit	Unit Price	Amount
<u>GEOTECHNICAL REMEDIATION</u>					
1	Liquefaction Remediation (<i>DDC Roadways</i>)	168,000	SF	\$ 1.70	\$ 285,600
Subtotal Geotechnical Remediation					
				\$	\$ 285,600
<u>EARTHWORK</u>					
<u>Import (<i>New Roadways</i>)</u>					
2	Raise Above Flood Plain	8,000	CY	\$ 35	\$ 280,000
3	Settlement Due to Fill	4,000	CY	\$ 35	\$ 140,000
4	Settlement Due to DDC (<i>Excludes Parks</i>)	5,800	CY	\$ 35	\$ 203,000
5	Rough Grade (<i>Assume 1' Across Roadways</i>)	6,250	CY	\$ 10	\$ 62,500
6	Settlement Acceleration Program (<i>Budget</i>)	8,000	CY	\$ 8	\$ 64,000
7	Erosion Control	3.9	AC	\$ 3,750	\$ 14,625
Subtotal Earthwork					
				\$	\$ 764,125
SUBTOTAL FLOOD PROTECTION AND SITE GRADING COSTS \$					
				\$	\$ 1,049,725
25% CONTINGENCY \$					
				\$	\$ 262,431
TOTAL FLOOD PROTECTION AND SITE GRADING COSTS \$					
				<i>(to the nearest \$1,000)</i>	\$ 1,312,000

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ENGINEER'S PRELIMINARY COST ESTIMATE
GEOTECHNICAL REMEDIATION (ON-SITE)
ALAMEDA POINT - ON-SITE INFRASTRUCTURE
WEST MIDWAY PROJECT – PHASE 2
ALAMEDA, CALIFORNIA

January 21, 2020
Job No.: 1087-010

Item	Description	Quantity	Unit	Unit Price	Amount
<u>GEOTECHNICAL REMEDIATION (ON-SITE)</u>					
1	Liquefaction Remediation (<i>DDC Development Areas</i>)	1,027,500	SF	\$ 1.70	\$ 1,746,750
Subtotal Geotechnical Remediation (On-Site)					
				\$	\$ 1,746,750
<u>EARTHWORK (ON-SITE)</u>					
2	Import (<i>Replace Existing Pave and Concrete - Residential Parcels</i>) <i>(Assume 1' Depth over Existing Pave / Concrete Demo)</i>	14,000	CY	\$ 35	\$ 490,000
<u>Import</u>					
3	Raise Above Flood Plain	38,000	CY	\$ 35	\$ 1,330,000
4	Settlement Due to Fill	19,000	CY	\$ 35	\$ 665,000
5	Settlement Due to DDC (<i>Excludes Parks</i>)	35,100	CY	\$ 35	\$ 1,228,500
6	Settlement Due to Increased Structure Load (<i>Assume 1'</i>)	29,700	CY	\$ 35	\$ 1,039,500
7	Rough Grade (<i>Assume 1' Across Site</i>)	38,000	CY	\$ 10	\$ 380,000
8	Finish Super Pad	23.6	AC	\$ 6,000	\$ 141,600
9	Settlement Acceleration Program (<i>Budget</i>)	38,000	CY	\$ 8	\$ 304,000
10	Retaining Walls (<i>Budget</i>)	1	LS	\$ 75,000	\$ 75,000
11	Erosion Control	23.6	AC	\$ 3,750	\$ 88,500
Subtotal Earthwork (On-Site)					
				\$	\$ 5,742,100
SUBTOTAL FLOOD PROTECTION AND SITE GRADING (ON-SITE) COSTS \$ 7,488,850					
25% CONTINGENCY \$ 1,872,213					
TOTAL FLOOD PROTECTION AND SITE GRADING (ON-SITE) COSTS \$ 9,361,000					
<i>(to the nearest \$1,000)</i>					

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ENGINEER'S PRELIMINARY COST ESTIMATE

DEWATERING

ALAMEDA POINT - BACKBONE INFRASTRUCTURE

WEST MIDWAY PROJECT – PHASE 2

ALAMEDA, CALIFORNIA

January 21, 2020

Job No.: 1087-010

Item	Description	Quantity	Unit	Unit Price	Amount
1	Dewatering (On-Site Roadways and Main Street)	2,405	LF	\$ -	<i>Incl. in Utility Costs</i>
2	Groundwater Contamination Treatment (Budget)	1	LS	\$ 200,000	\$ 200,000
SUBTOTAL DEWATERING CONSTRUCTION COSTS				\$ 200,000	
25% CONTINGENCY				\$ 50,000	
TOTAL DEWATERING CONSTRUCTION COSTS				\$ 250,000	
<i>(to the nearest \$1,000)</i>					



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ENGINEER'S PRELIMINARY COST ESTIMATE
SANITARY SEWER

ALAMEDA POINT - BACKBONE INFRASTRUCTURE
WEST MIDWAY PROJECT – PHASE 2
ALAMEDA, CALIFORNIA

January 21, 2020
Job No.: 1087-010

Item	Description	Quantity	Unit	Unit Price	Amount
1	8" Sanitary Sewer	1,755	LF	\$ 340	\$ 596,700
2	10" Sanitary Sewer	585	LF	\$ 360	\$ 210,600
3	Manholes (<i>Minimum 1 Every 300'</i>)	11	EA	\$ 13,900	\$ 152,900
4	Stubs to Future Development	10	EA	\$ 650	\$ 6,500
5	Replace Bay Mud (<i>Within Utility Trenches</i>)	2,340	CY	\$ 50	\$ 117,000
SUBTOTAL SANITARY SEWER CONSTRUCTION COSTS					\$ 1,083,700
25% CONTINGENCY					\$ 270,925
TOTAL SANITARY SEWER CONSTRUCTION COSTS					\$ 1,355,000
<i>(to the nearest \$1,000)</i>					

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ENGINEER'S PRELIMINARY COST ESTIMATE

STORM DRAIN

ALAMEDA POINT - BACKBONE INFRASTRUCTURE

WEST MIDWAY PROJECT – PHASE 2

ALAMEDA, CALIFORNIA

January 21, 2020

Job No.: 1087-010

Item	Description	Quantity	Unit	Unit Price	Amount
1	36" Storm Drain	565	LF	\$ 380	\$ 214,700
2	24" Storm Drain	1,725	LF	\$ 330	\$ 569,250
3	18" Storm Drain	100	LF	\$ 275	\$ 27,500
4	Manholes (<i>Minimum 1 Every 300'</i>)	12	EA	\$ 15,500	\$ 186,000
5	Interim Drainage to Existing Parcels to Remain (<i>Budget</i>)	1	LS	\$ 110,000	\$ 110,000
6	Stubs to Future Development (<i>Budget</i>)	10	EA	\$ 650	\$ 6,500
7	Roadside Vegetated Swales / Water Quality Facilities	4,810	LF	\$ 50	\$ 240,500
8	Replace Bay Mud (<i>Within Utility Trenches</i>)	4,780	CY	\$ 50	\$ 239,000
SUBTOTAL STORM DRAIN CONSTRUCTION COSTS					\$ 1,593,450
25% CONTINGENCY					\$ 398,363
TOTAL STORM DRAIN CONSTRUCTION COSTS					\$ 1,992,000
<i>(to the nearest \$1,000)</i>					

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ENGINEER'S PRELIMINARY COST ESTIMATE

DRY UTILITIES

ALAMEDA POINT - BACKBONE INFRASTRUCTURE

WEST MIDWAY PROJECT – PHASE 2

ALAMEDA, CALIFORNIA

January 21, 2020

Job No.: 1087-010

Item	Description	Quantity	Unit	Unit Price	Amount
1	Joint Trench Facilities (On-Site)	2,405	LF	\$ 300	\$ 721,500
2	Additional Facilities for Multiple Utility Companies	2,405	LF	\$ 25	\$ 60,125
3	Electroliers (Assume 1 Every 100')	24	EA	\$ 12,000	\$ 288,000
4	Maintain Service to Existing Buildings (During Construction)	1	LS	\$ 270,000	\$ 270,000
5	Establish New Connection to Historic Buildings to Remain	7	EA	\$ 11,000	\$ 77,000
SUBTOTAL DRY UTILITIES CONSTRUCTION COSTS					\$ 1,416,625
25% CONTINGENCY					\$ 354,156
TOTAL DRY UTILITIES CONSTRUCTION COSTS					\$ 1,771,000
<i>(to the nearest \$1,000)</i>					

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ENGINEER'S PRELIMINARY COST ESTIMATE
ON-SITE STREET WORK
ALAMEDA POINT - BACKBONE INFRASTRUCTURE
WEST MIDWAY PROJECT – PHASE 2
ALAMEDA, CALIFORNIA

January 21, 2020
Job No.: 1087-010

Item	Description	Quantity	Unit	Unit Price	Amount
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Please see Appendix for the linear footage cost breakdowns

ON-SITE STREETS

1	Orion Street - New	545	LF	\$	930	\$	506,850
2	West Midway Avenue - New	1,860	LF	\$	870	\$	1,618,200
3	Conform to Ex Intersections - <i>Budget During Construction</i>	4	EA	\$	110,000	\$	440,000
4	Temporary Access Roads to Ex Bldg's - <i>During Construction</i>	1	LS	\$	110,000	\$	110,000
5	Misc Frontage Improvements to Ex Bldg's to Remain	2,750	LF	\$	110	\$	302,500
6	Driveways - Residential Alleys & Commercial Parking lots	10	EA	\$	2,500	\$	25,000
7	Temp Barricades - At Entrances to Future Development	10	EA	\$	1,600	\$	16,000
8	Traffic Calming Budget	1	LS	\$	100,000	\$	100,000

SUBTOTAL ON-SITE STREET WORK COSTS \$ **3,119,000**
(to the nearest \$1,000)

25% CONTINGENCY \$ **779,750**

TOTAL ON-SITE STREET WORK COSTS \$ **3,899,000**
(to the nearest \$1,000)



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ENGINEER'S PRELIMINARY COST ESTIMATE
PARKS AND OPEN SPACE
ALAMEDA POINT - BACKBONE INFRASTRUCTURE
WEST MIDWAY PROJECT – PHASE 2
ALAMEDA, CALIFORNIA

January 21, 2020
Job No.: 1087-010

Item	Description	Quantity	Unit	Unit Price	Amount
1	Central Gardens Park (<i>Contribution Only</i>)	1	LS	\$ 1,600,000	\$ 1,600,000
SUBTOTAL PARKS AND OPEN SPACE COSTS					\$ 1,600,000
25% CONTINGENCY					\$ 400,000
TOTAL PARKS AND OPEN SPACE COSTS					\$ 2,000,000
<i>(to the nearest \$1,000)</i>					



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ENGINEER'S PRELIMINARY COST ESTIMATE
CONSTRUCTION ADMIN
ALAMEDA POINT - BACKBONE INFRASTRUCTURE
WEST MIDWAY PROJECT – PHASE 2
ALAMEDA, CALIFORNIA

January 21, 2020
Job No.: 1087-010

Item	Description	Quantity	Unit	Unit Price	Amount
<u>CONSTRUCTION ADMIN</u>					
1	Construction Admin (4% costs)	0.04	LS	\$ 25,040,000	\$ 1,001,600
SUBTOTAL CONSTRUCTION ADMIN COSTS \$ 1,002,000					
25% CONTINGENCY N.I.C.					
TOTAL CONSTRUCTION ADMIN COSTS \$ 1,002,000					
<i>(to the nearest \$1,000)</i>					

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ENGINEER'S PRELIMINARY COST ESTIMATE
PROFESSIONAL SERVICES
ALAMEDA POINT - BACKBONE INFRASTRUCTURE
WEST MIDWAY PROJECT – PHASE 2
ALAMEDA, CALIFORNIA

January 21, 2020
Job No.: 1087-010

Item	Description	Quantity	Unit	Unit Price	Amount
<u>PROFESSIONAL SERVICES</u>					
1	Professional Services (15% costs)	0.15	LS	\$ 25,040,000	\$ 3,756,000
SUBTOTAL PROFESSIONAL SERVICES COSTS \$					
25% CONTINGENCY N.I.C.					
TOTAL PROFESSIONAL SERVICES COSTS \$					
<i>(to the nearest \$1,000)</i>					

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ENGINEER'S PRELIMINARY COST ESTIMATE
FEES

January 21, 2020
Job No.: 1087-010

**ALAMEDA POINT - BACKBONE INFRASTRUCTURE
WEST MIDWAY PROJECT – PHASE 2
ALAMEDA, CALIFORNIA**

Item	Description	Fee	Amount
<u>CITY PLAN CHECK AND INSPECTION FEES</u>			
1	Grading and Improvement Plan Review	<i>Assume 1% of Infrastructure Costs</i>	\$ 250,400
2	Grading and Improvement Bond	<i>Assume 1% of Infrastructure Costs</i>	\$ 250,400
3	Inspection Fee	<i>Assume 2% of Infrastructure Costs</i>	\$ 500,800
	Subtotal City Plan Check and Inspection Fees		\$ 1,001,600
		SUBTOTAL FEES	\$ 1,001,600
		25% CONTINGENCY	N.I.C.
		TOTAL FEES	\$ 1,002,000
		<i>(to the nearest \$1,000)</i>	

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ENGINEER'S PRELIMINARY COST ESTIMATE
IMPROVEMENT ACCEPTANCE
ALAMEDA POINT - BACKBONE INFRASTRUCTURE
WEST MIDWAY PROJECT – PHASE 2
ALAMEDA, CALIFORNIA

January 21, 2020
Job No.: 1087-010

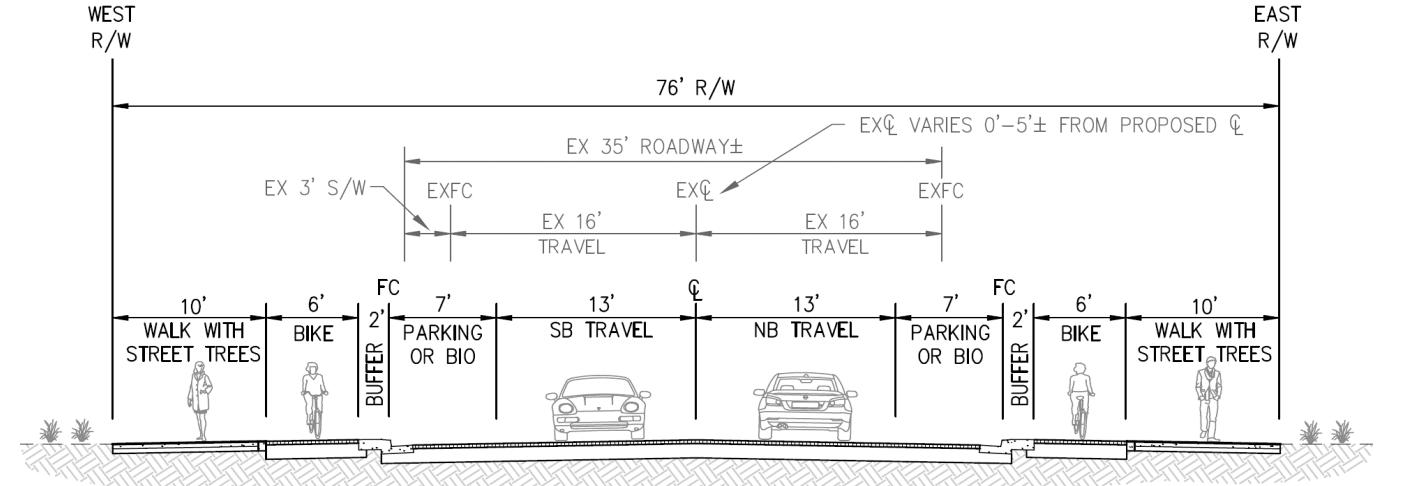
Item	Description	Quantity	Unit	Unit Price	Amount
<u>IMPROVEMENT ACCEPTANCE</u>					
1	Improvement Acceptance (0.5% Costs)	0.005	LS	\$ 25,040,000	\$ 125,200
SUBTOTAL IMPROVEMENT ACCEPTANCE COSTS \$					
25% CONTINGENCY					
TOTAL IMPROVEMENT ACCEPTANCE COSTS \$					
<i>(to the nearest \$1,000)</i>					

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Roadway Costs

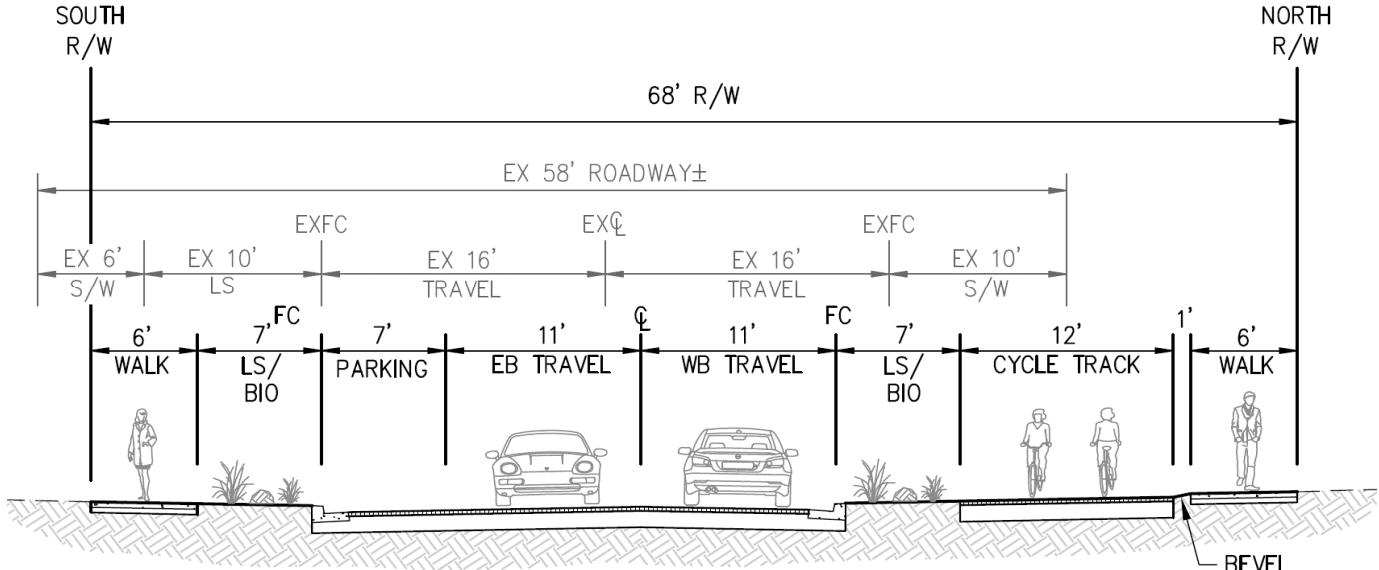
ENGINEER'S PRELIMINARY CONSTRUCTION COST ESTIMATE
BACKBONE INFRASTRUCTURE
TYPICAL PER FOOT STREET COSTS (NEW)
ALAMEDA POINT
 ALAMEDA, CALIFORNIA

January 21, 2020
 Job No.: 1087-010

Item	Description	Quantity	Unit	Unit Price	Cost Per LF
<u>ORION STREET</u>					
					
1	Grading				<i>Included in Grading</i>
2	Remove Existing Pavement				<i>Included in Demolition</i>
3	Fine Grading	76	SF	\$ 1.25	\$ 95.00
4	6.5" AC	37	SF	\$ 4.55	\$ 168.35
5	15" AB (Assume On-Site Re-Use)	37	SF	\$ 1.70	\$ 62.90
6	SubGrade Fabric	40	SF	\$ 0.40	\$ 16.00
7	Pavement Sealant	37	SF	\$ 0.06	\$ 2.22
8	Curb & Gutter	2	LF	\$ 46.00	\$ 92.00
9	Sidewalk	20	SF	\$ 15.00	\$ 300.00
10	Bike Path (3" AC on 10" AB)	12	SF	\$ 3.25	\$ 39.00
11	Handicap Ramps (Assume 2 every 500')	1	LF	\$ 12.85	\$ 12.85
12	Signing / Striping / Monuments	1	LF	\$ 10.70	\$ 10.70
13	Parkway Irrigation and Landscaping	3	SF	\$ 10.00	\$ 30.00
14	Roadway Low Points (2 Field Inlets & 18" Crossing / 300')	1	LF	\$ 97.83	\$ 97.83
15	Trash Capture Devices at Field Inlets	1	LF	\$ 5.00	\$ 5.00
16	Electroliers				<i>Included in Dry Utilities</i>
TOTAL ORION STREET LINEAR FOOT COSTS					\$ 931.85
				SAY	\$ 930.00

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

January 21, 2020
 Job No.: 1087-010

Item	Description	Quantity	Unit	Unit Price	Cost Per LF
<u>WEST MIDWAY AVENUE</u>					
					
1	Grading				<i>Included in Grading</i>
2	Remove Existing Pavement				<i>Included in Demolition</i>
3	Fine Grading	68	SF	\$ 1.25	\$ 85.00
4	6.5" AC	26	SF	\$ 4.55	\$ 118.30
5	15" AB (Assume On-Site Re-Use)	26	SF	\$ 1.70	\$ 44.20
6	SubGrade Fabric	29	SF	\$ 0.40	\$ 11.60
7	Pavement Sealant	26	SF	\$ 0.06	\$ 1.56
8	Curb & Gutter	2	LF	\$ 46.00	\$ 92.00
9	Median Curb	0	LF	\$ 55.00	\$ -
10	2" Beveled Curb	1	LF	\$ 46.00	\$ 46.00
11	Sidewalk	12	SF	\$ 15.00	\$ 180.00
12	Bike Path (3" AC on 10" AB)	12	SF	\$ 3.25	\$ 39.00
13	Handicap Ramps (Assume 2 every 500')	1	LF	\$ 12.85	\$ 12.85
14	Signing / Striping / Monuments	1	LF	\$ 10.70	\$ 10.70
15	Median Irrigation and Landscaping	0	SF	\$ 10.00	\$ -
16	Parkway Irrigation and Landscaping	13	SF	\$ 10.00	\$ 130.00
17	Roadway Low Points (2 Field Inlets & 18" Crossing / 300')	1	LF	\$ 94.17	\$ 94.17
18	Trash Capture Devices at Field Inlets	1	LF	\$ 5.00	\$ 5.00
19	Electrolriers				<i>Included in Dry Utilities</i>

TOTAL WEST MIDWAY AVENUE LINEAR FOOT COSTS \$ 870.38

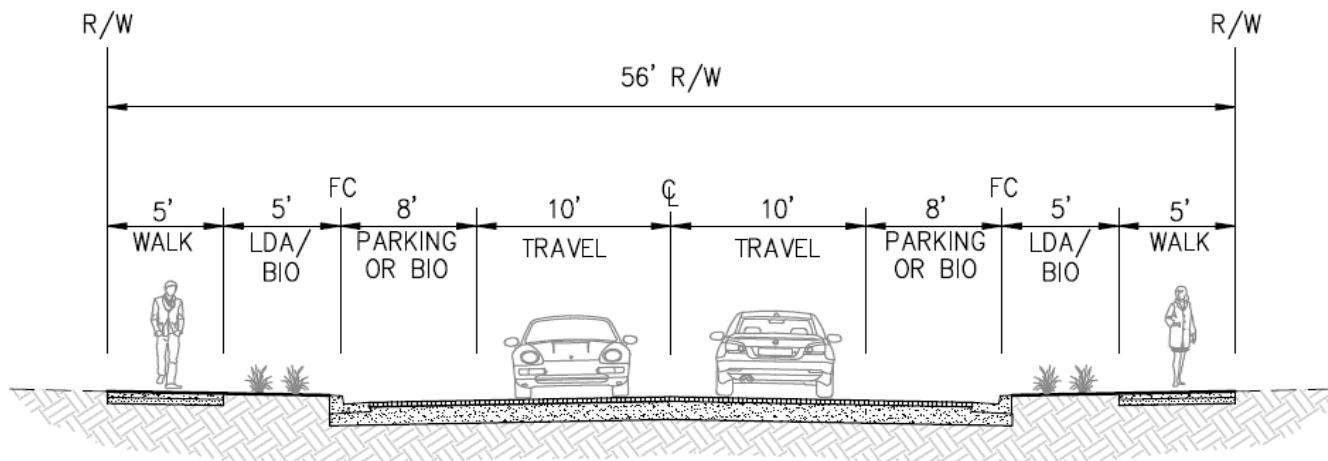
SAY \$ 870.00

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

January 21, 2020
 Job No.: 1087-010

Item	Description	Quantity	Unit	Unit Price	Cost Per LF
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LOCAL STREET



1	Grading	<i>Included in Grading</i>				
2	Remove Existing Pavement	<i>Included in Demolition</i>				
3	Fine Grading	56	SF	\$	1.25	\$ 70.00
4	6.5" AC	33	SF	\$	4.55	\$ 150.15
5	15" AB (Assume On-Site Re-Use)	33	SF	\$	1.70	\$ 56.10
6	SubGrade Fabric	36	SF	\$	0.40	\$ 14.40
7	Pavement Sealant	33	SF	\$	0.06	\$ 1.98
8	Curb & Gutter	2	LF	\$	46.00	\$ 92.00
9	Sidewalk	10	SF	\$	15.00	\$ 150.00
10	Handicap Ramps (Assume 2 every 500')	1	LF	\$	12.85	\$ 12.85
11	Signing / Striping / Monuments	1	LF	\$	10.70	\$ 10.70
12	Parkway Irrigation and Landscaping	9	SF	\$	10.00	\$ 90.00
13	Roadway Low Points (2 Field Inlets & 18" Crossing / 300')	1	LF	\$	92.33	\$ 92.33
14	Trash Capture Devices at Field Inlets	1	LF	\$	5.00	\$ 5.00
15	Electroliers				<i>Included in Dry Utilities</i>	

TOTAL LOCAL STREET LINEAR FOOT COSTS \$ 745.51

SAY \$ 745.00

Included in Dry Utilities

TOTAL MAIN STREET - ATLANTIC AVENUE TO MAIN GATE LINEAR FOOT COSTS \$ 1,352.85

SAY \$ 1,355.00

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Assumptions



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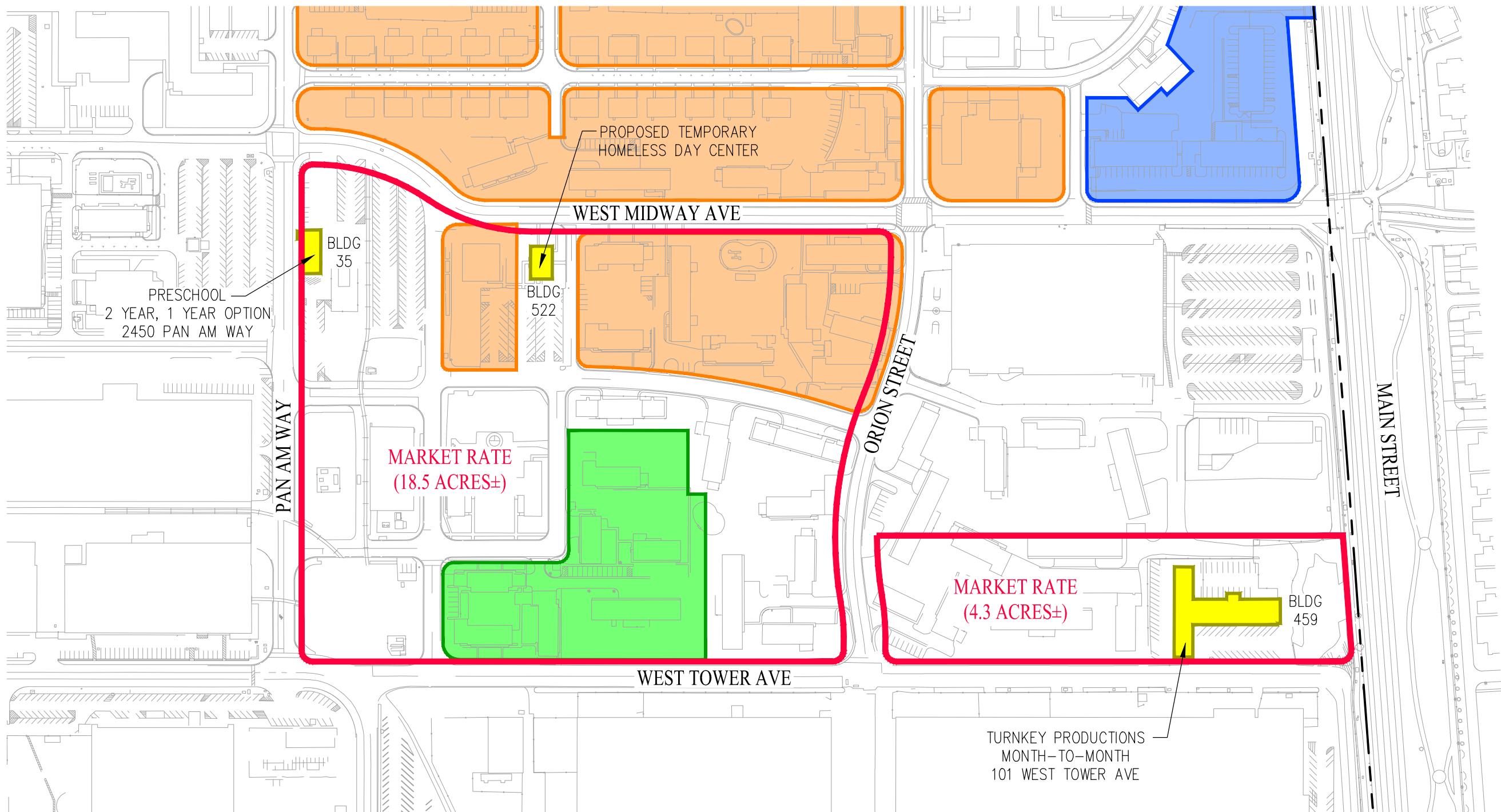
**ALAMEDA POINT
WEST MIDWAY PROJECT - PHASES 1 & 2
ENGINEER'S PRELIMINARY CONSTRUCTION COST ESTIMATE
KEY ASSUMPTIONS & EXCLUSIONS
ALAMEDA, CALIFORNIA**

January 21, 2020
Job No.: 1087-010

Item Description

- 1 This estimate is based on information available at this time. Carlson, Barbee & Gibson, Inc. (CBG) assumes no liability for changes in prices, fees or costs due to unforeseen conditions or changes required by Governing Agencies, Market Conditions, or other issues beyond the control of this office.
- 2 This estimate includes the construction costs of the backbone infrastructure described in the Master Infrastructure Plan (MIP). All in-tract or on-site improvements interior to the development blocks are assumed to be future development costs and are excluded from this estimate.
- 3 This estimate includes the construction costs associated with in-tract demolition, site preparation and grading in order to achieve rough grade superpads. All other in-tract or on-site improvements interior to the development blocks are assumed to be future development costs and are excluded from this estimate.
- 4 This estimate excludes costs associated with Environmental Remediation. This estimate assumes that all environmental remediation will be completed by the Navy prior to transfer of the property to the City.
- 5 This estimate applies and includes a 25% contingency to all backbone infrastructure construction costs. The contingency is not applied to the soft costs.
- 6 This estimate includes Construction Administration (4%), Professional Services (15%) and Plan Check & Inspection Fees (4%). The soft costs are applied to the backbone infrastructure hard costs without contingency.
- 7 This estimate excludes all costs associated with the maintenance and operations of the backbone infrastructure.
- 8 This estimate assumes that West Tower Avenue will be constructed by Site A - Phase 2.
- 9 This estimate assumes that Pan Am Way will be constructed by Reuse Area - Phase 1.
- 10 This estimate excludes costs to relocate supportive housing (Alameda Point Collaborative, Building Futures for Women and Children, and Operation Dignity) to the northeast corner of the project site.
- 11 This estimate assumes the Flood and Sea Level Rise Protection will be provided by the following improvements:
 - Development Areas = The elevation of the development pads and streets will be elevated to be above the required elevation for flood and sea level rise protection. The minimum building finish floors will be set at elevation 6.9.
- 12 This estimate excludes off-site street and intersection improvements outlined in the EIR Mitigation Measures.
- 13 This estimate includes an assumed contribution of \$2,200,000 towards construction of the Central Gardens Park.
- 14 This estimate excludes any contributions to the construction of the Sports Complex.
- 15 This estimate excludes costs for various public benefits:
 - Fire Station
 - Bay Trail NW Territories & VA Property
 - Pro-Rata Share of Satellite Corporation Yard
- 16 This estimate also excludes costs associated with other Public Benefits, such as Enhanced Sports Complex, NW Territories Open Space, Wetland Creation / Restoration, Marina, Library, School, Sustainability Programs, etc.

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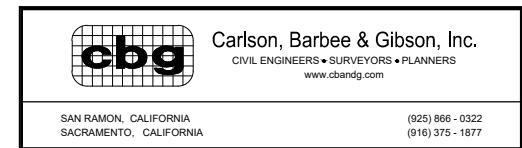
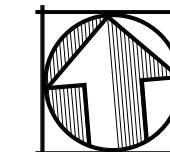


ALAMEDA POINT CURRENT LEASES

WEST MIDWAY DEVELOPMENT PARCELS

CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA

DATE: JANUARY 29, 2020 SCALE: 1" = 200'



**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 (as defined in Section 1). City and Developer sometimes are referred to collectively as the “**Parties**” and individually as a “**Party**.”

RECITALS

A. 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 in Exhibit A (“**Property**”).

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

D. City and Developer seek to negotiate a transfer of the Property from City to 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. On March 21, 2017, City Council approved the Main Street Neighborhood Specific Plan. These documents (collectively, “**Planning Documents**”) all relate to potential development of the Property. Developer understands that any proposed Project must be consistent with those Planning Documents.

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

AGREEMENT

1. Term. The term of this Agreement shall commence on the date City Council approves this Agreement (“**Effective Date**”), and shall extend for twelve (12) months thereafter unless sooner terminated or extended as herein provided (“**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 (2) times for up to three (3) months each at the sole discretion of City Manager or designee.
3. Termination. If Developer fails to deposit with 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 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. Developer understands and agrees that City Manager shall have the 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 prior to the item being 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) City Council does not approve a proposed DDA, including a proposed Development Plan, 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, City shall do the following to further the negotiation process:
 - 5.1 Exclusive Negotiations. City shall negotiate exclusively with 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. City shall negotiate in good faith with Developer during the Term. Developer understands and agrees that by entering into this Agreement City is making no commitment that it will approve a DDA, including a Development Plan, for the Project with Developer. 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 City a non-refundable deposit of \$150,000. If payment is not received by City within that time period, this Agreement shall immediately terminate. The deposit will assist City in offsetting City staff and outside legal and consultant expenses associated with this Agreement and negotiation of the DDA; however, Developer understands and agrees that the deposit is non-refundable and not intended as reimbursement of costs.

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 City's Zoning Ordinance, General Plan, Master Infrastructure Plan, Main Street Plan and other specific plans as now approved, as may be approved and as may be amended from time to time.

6.3 Due Diligence. Developer shall conduct any and all investigations it deems necessary to negotiate the terms of the DDA regarding the physical condition of the Property and the title condition of the Property at the time of transfer. If Developer's due diligence requires entry on the Property, Developer will be required to sign a Right of Entry with City in a form provided by City.

6.4 Transportation Demand Management Compliance Strategy. Developer shall prepare a Transportation Demand Management ("TDM") Compliance Strategy in compliance with the Alameda Point TDM Plan.

6.5 Financing and Project Pro Forma. Developer shall provide evidence of the development team's financial ability to undertake and successfully complete the proposed project including the following:

- Financing Plan- including a pro forma for review and approval by City that includes sources and uses for financing the Project and the rate of return requirement anticipated to be imposed on the Project.
- Financial Statement – if available, submit audited (if unavailable, unaudited) financial statements for the past two (2) years for each development entity that is part of the development team. If unavailable, provide documented evidence of prior development transactions in which substantially all of funding was obtained by Developer. This information should include letters from the Project's lenders that identify the size of the loans and the repayment terms, and letters from the equity investors that identify the investment amounts and summaries of the transaction terms.

6.6 Project Team. Developer shall identify key individuals on its Project Team who will be dedicated to working with City during implementation of the DDA. Additionally, Developer shall provide City with a list of its intended consultants, including but not limited to, architectural, engineering, legal, financial, and construction.

6.7 Reports. At any time requested by City, but not more frequently than monthly, Developer shall make oral and summary form written progress reports advising 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 every two (2) weeks during the Term (unless more frequent calls are requested by City) 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. City represents and warrants that the person executing this Agreement on behalf of City has the full right, power, and authority to execute this Agreement and to bind City hereunder.

9. No Assignment. 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 City:

City of Alameda
2263 Santa Clara Avenue
Alameda, CA 94501
Attn: City Manager

Community Development Manager
Telephone: 510.747.7449

Email: _____

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

Notices to Developer:

[Insert Contact Information]
Telephone:
Email:

With copies to:

[Insert Contact Information]
Telephone:
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 (3) days after deposit into the United States mail if delivered by registered or certified mail.

11. Limitations of this Agreement.

11.1 Limitations of City's Commitment. 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 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 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 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 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 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 Waiver of Lis Pendens. It is expressly understood and agreed by the Parties that no lis pendens shall be filed against any portion of the Property with respect to this Agreement or any dispute or act arising from it.

12.6 Commissions. Neither party shall be liable for any real estate commissions or brokerage fees that may arise from this Agreement or any DDA resulting from this Agreement. The Parties represent and warrant that they have not engaged any brokers, agents or finders in connection with this transaction. Developer shall defend and hold City harmless from any claims by any broker, agent or finder retained by Developer. City shall defend and hold Developer harmless from any claims by any broker, agent or finder retained by City.

12.7 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.

12.8 Headings. The section headings in this Agreement are for convenience only; they do not explain, modify, or add to the meaning of this Agreement.

12.9 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.

12.10 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 City is open for business. All references to days in this Agreement shall mean calendar days unless otherwise expressly specified. 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 City.

12.11 Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any provision in this Agreement will not affect the other provisions.

12.11 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.

12.12 Independent Capacity. Nothing in this Agreement is intended to or does establish the Parties as partners, co-venturers, or principal and agent with each other.

12.13 Conflict of Interest. No officer or employee of City shall hold any interest in this Agreement (California Government Code Section 1090).

12.14 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.

12.15 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.

12.16 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: _____
Eric J. Levitt, City Manager

APPROVED AS TO FORM - City Attorney

Assistant City Attorney, Lisa Nelson
Maxwell

DEVELOPER:

a _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Exhibit 11

**Acceptance of Conditions
Certification Form**

**Statement of Qualifications for Developers for
West Midway Project (Main Street Neighborhood)
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

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.