
Request for Qualification from Developers
Residential Mixed-Use Project
West Midway Project

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



Issued:

August 15, 2018

Responses Due:

October 10, 2018

By

City of Alameda

Base Reuse Department

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 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, California. The Oakland/Alameda Estuary defines the northern edge of the site and the San Francisco Bay defines its southern and western edges.



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

West Midway Project (Site) 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 which includes 260 market rate units and 31 deed-restricted moderate-income units and no pre-determined amount of commercial/light industrial development. Development must be consistent with the General Plan, Zoning Ordinance Amendment (ZA), Master Infrastructure Plan (MIP), Alameda Point Environmental Impact Report (AP EIR) and the Main Street Plan, all of which outlines the development regulations applicable to the Site, 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; relevant experience and track record; organization structure and financial resources; management team and structure and willingness to comply with the terms of the form of Exclusive Negotiation Agreement (ENA).

All of the information regarding the Site 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.

II. Background

The City of Alameda is an island community with a population of approximately 80,000 people located in the heart of the Bay Area and is proud to have among the lowest crime rates of all East Bay cities.

The western portion of the City is comprised of the former NAS Alameda, which was decommissioned in 1997. The 878-acre portion of NAS Alameda, controlled by the City for future disposition and development, referred to as Alameda Point, represents 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, an existing and proposed ferry terminal within one mile of the Site, and the Oakland Airport within 10 miles from the property (Exhibit 3).

In 2014, major entitlements for the property 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; and Wrightspeed, an electric vehicle retrofit designer. Spirits Alley is a major Bay Area destination, occupying close to 200,000 square feet of spirits and wine manufacturers, such as St. George Spirits, Faction Brewery, Hangar 1 Vodka, Admiral Maltings and The Rake eatery, Almanac Taproom, and Rock Wall Winery, whose tasting rooms draw thousands of visitors every week. Recreational facilities include Bladium, a regional sports complex, soccer fields and a future sports complex.

III. 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** – a transformative 68-acre mixed-use transit oriented waterfront development at the gateway to Alameda Point. The first phase is underway and will comprise approximately 30 acres of the 68-acre property and consist of 680 housing units, 8 acres of parks and open space, 93,000 square feet of retail development and major utility infrastructure benefitting all of Alameda Point. The first residences are projected to open in 2020.



- **Seaplane Lagoon Ferry Terminal** – Design and permitting are underway for a new ferry terminal at Seaplane Lagoon at Alameda Point with a projected opening and ferry service to commence in early 2020. Currently anticipated to include a 400-space parking lot, bike facilities, bicycle and pedestrian connections and 20-minute service every 20-30 minutes to Downtown San Francisco during commute hours.



- **\$16 million in new water infrastructure** – 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 Site.

IV. Development Opportunity

The Site 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 and a minimum of 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 points 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 (e.g. light industrial, live/work, assisted living and retail). There is no pre-determined amount of commercial development. Respondents can determine the amount of commercial development based on market potential consistent with the Main Street Plan. Respondents are also asked to explore options for targeting the housing for employees working at Alameda Point consistent with Fair Housing Laws.

Development of the Site is a critical piece of the initial phase of development of the Main Street Neighborhood as the Selected Developer of the Site will construct necessary backbone infrastructure for the

entire area south of West Midway Avenue, bounded by Main Street, West Tower Avenue and Pan Am Way, including for the approved supportive affordable housing on an adjacent 9.7 acre parcel (see Exhibit 1).

On May 15, 2018, a Disposition and Development Agreement (DDA) was approved for the Rebuilding Existing Supportive Housing at Alameda Point (RESHAP) project with the Collaborating Partners which consists of Alameda Point Collaborative, Building Futures with Women and Children, Operation Dignity and Mid Pen Housing. The project consists of consolidating existing supportive housing units in the Main Street Neighborhood currently spread across 34 acres onto a 9.7-acre parcel and building 267 new affordable housing units for its residents (RESHAP Site). The consolidation of the existing affordable housing opens up the development opportunity for the City to offer the 22.8-acre West Midway Project Site.

The RESHAP DDA, described above, contains proposed initial phasing for the infrastructure and development of the Site and RESHAP property (Exhibit 4). In exchange for the construction of all the backbone infrastructure for both the Site and RESHAP Site by the Selected Developer, RESHAP 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% inclusionary requirement for the Site. The Selected Developer will be responsible for constructing the 9% moderate-income, deed-restricted units. Prospective developers must propose on, and have the ability to develop the entire 22.8 acres.

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.

V. Site Conditions

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

A. Status of Ownership and Conveyance

The City currently owns the entire 22.8-acre Site. 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 Site. (Exhibit 5).

B. Entitlements

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

C. Environmental

The 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 Site and intersects with the 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 recently treated in January 2018 with quarterly sampling planned through the end of 2018. If treatment is determined effective, closure of the site is estimated to be 2019. After cleanup, CAA-7 is expected to be available for unrestricted use. 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 regulator. The SMP is available in the online Alameda Point RFQ library.

All areas within Main Street 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 online Alameda Point RFQ Library.

D. Geotechnical

The subsurface conditions of the Site 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 approved LOMR 15-09-1763X, dated Dec 11, 2015, defining the areas of existing 100-year flood zone within the entire Alameda Point property. Some areas within the Main Street Neighborhood will fall within the existing 100-year flood zone (Exhibit 7-100 year Flood Plan- 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 plus 24 inches of sea-level rise. Once this occurs, an additional LOMR prepared by the Selected Developer will need to be approved by FEMA to avoid the need for flood insurance for the portions of the Site within the existing flood zone.

F. Infrastructure/Utilities

All of the utilities at Alameda Point and within the Site and RESHAP sites, 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

both the Site and RESHAP site consistent with the MIP. (Exhibit 8-Infrastructure Package). The Infrastructure Package for the Site and RESHAP site 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 2-phase phasing plan is the City's preferred approach to phasing, however, other infrastructure phasing options will be considered.

Exhibit 8 also describes and illustrates the improvements to be included in the Infrastructure Package for both the Site and RESHAP site and a detailed cost estimate. Cost estimates are for informational purposes only and are not a guarantee of actual costs. 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 5 existing leases within the Site (Exhibit 9) that are part of the 34 acres currently controlled by the Collaborating Partners and the City. The Collaborating Partner leases are Long-Term Binding Agreements (LBA) with two supportive housing organizations, Operation Dignity and Alameda Point Collaborative. These leases will be

released as described in the RESHAP DDA, *Section 7.14. Release of Existing Leases and Relocation of Residents* as part of the RESHAP development. The Release Agreement obligates each of the Collaborating Partners to release the leases, remove all encumbrances and relocate residents according to an approved Phasing Plan and Milestone Schedule. The RESHAP DDA is available in the online Alameda Point RFQ Library.

The remaining three leases (Buildings 35, 522 and 459) are owned by the City and have lease terms that are either month-to-month or have terms that will end upon the commencement of development in West Midway. The leases are available in the online Alameda Point Library.

H. 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 project, as mentioned above, will include the very low- and low-income (16%) affordable housing units for the Site in exchange for the construction of the RESHAP site project backbone infrastructure. The Selected Developer of the Site is responsible for constructing the 9% moderate units on the 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.

I. Workforce Housing

In addition to the requirement that 9% of the total units be restricted for occupancy by moderate income, 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. Preference will be given to proposals that exceed the 10% requirement.

J. 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 Site. The Site is in biological area U in the Declaration and includes the following requirements: 1) Implementation of a Predator Management Plan 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.

K. 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.

L. 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 Site as it may be developed, the Site must be included in a community facilities district created by the City (a "Services CFD"). The purpose of including the 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 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: 1) annexing land into an existing Services CFD with established special tax rates; or 2) having the City alter an existing Services CFD to add a new tax zone with special tax rates based on land use and as otherwise determined by the City in accordance with a public financing plan for the property approved by the City. Option #2 requires City Council approval and the conduct of proceedings by the City Council under the City's Special Tax Financing Improvement Code (the "Code").

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 the Code, 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 RFQ Library.

M. 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. New development on the Site will be subject to the City's PLA policy or to a PLA negotiated directly with the Building Trades by the Selected Developer.

Additionally, the City entered into an agreement with the Alameda Point Collaborative (APC), a supportive housing provider at Alameda Point 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.

VI. Transaction Process

The City will enter into an Exclusive Negotiation Agreement (ENA) with the Selected Developer. As demonstrated by the form of ENA in Exhibit 9, the ENA period shall be a 12-month period at the end of which City staff would expect to present to the City Council for its consideration a

Disposition and Development Agreement (DDA) (i.e., price and terms of payment for the land and development obligations), and an approved Development Plan (i.e., detailed site plan, including backbone and in-tract street alignments and sections, building footprints and massing, landscape concepts, and a phasing plan) pursuant to Section 30-4.13 (j) of the Alameda Municipal Code. The form of ENA authorizes two three-month administrative extensions to be granted at the City Manager's sole and absolute discretion.

The form of ENA also prohibits any assignments or transfers of the rights under the ENA to another developer and limits the City's obligations to negotiating exclusively the terms of the DDA with 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 property.

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

The form of ENA also requires that the developer provide \$150,000 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. Funding for the staff review and processing of a Development Plan application will be handled through the City's standard planning process.

While the response to the RFQ allows developers to suggest changes to the ENA (as described in greater detail below), it is the City's intention that the basic terms of the ENA remain consistent with the attached form of ENA. No changes to the form of the ENA will be

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

VII. Role of Developer

The Selected Developer will maintain primary responsibility for the following aspects of development of the 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 Site with the City during the ENA process.
3. Preparing and obtaining approval of a Development Plan for the Site during the ENA process.
4. Designing, permitting, and constructing 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.

VIII. Role of City

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

1. Negotiating the terms of the DDA for the 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.

IX. 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 statement of qualifications (SOQ) submitted clearly include, at a minimum, the elements described in this section.

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

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

4. Project Description. Summary of the developer's proposed project description for the Site by residential and commercial amount and product type consistent with

Main Street Plan. Include the number of workforce units and an approach for targeting the developed housing to employees of Alameda employers, including addressing any Fair Housing issues. **No designs or architectural renderings or site plans of proposed development for the Site should be included at this stage of the selection process.**

5. Previous Experience. Description of the 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 and or assisted living facilities; 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, please provide specific information on sources of predevelopment funds, construction financing, long-term financing, equity funding or financing, and other working capital.

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

6. Financial Qualifications. Provision of clear evidence of financial resources to cover predevelopment, permitting and development of the 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.
7. Acceptance of Conditions. An acceptance of all rules and conditions specified in this RFQ, including the form of ENA, as evidenced by the respondent's completion of the attached certification form (Exhibit 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 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.

X. Submittal Requirements

The City requests Respondents email a pdf copy to the Michelle Giles at mgiles@alamedaca.gov and 5 hard copies submitted by mail or in person by **2:00 PM PST on Wednesday, October 10, 2018** to:

Michelle Giles
Redevelopment Project Manager
City of Alameda
2263 Santa Clara Avenue, Room 130
Alameda, CA 94501

Submittals shall be clearly marked on the outside cover or envelop “Response to Request for Qualifications: Alameda Point West Midway Project”.

XI. Selection Process

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

**Wednesday, August 29, 2018,
9:00 to 10:30 AM**

City Council Chambers, 3rd Floor
2263 Santa Clara Avenue,
Alameda, CA 94501

**Thursday, September 13, 2018,
2:00 to 3:30 PM**

City Council Chambers, 3rd Floor
2263 Santa Clara Avenue,
Alameda, CA 94501

City staff will be available to answer questions at both meetings. The City’s environmental consultant will be available to answer questions in person at both pre-submittal meetings. Attendance at one of these meetings is mandatory.

Tentative Schedule

- 1) **RFQs Due** – October 10, 2018
- 2) **Staff review of submittals** – week of October 22, 2018d
- 3) **Interview Select Short List of Developers** – week of November 12, 2018
- 4) **Council Selection of up to Three Finalists** – week of December 3, 2018
- 5) **Community Open House** –January 2019
- 6) **City Council approval of Preferred Developer** – March 2019

XII. 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 Site at Alameda Point, including seeking and evaluating independent information on any development team.
- Incorporate this RFQ and the selected team’s response to this RFQ as a part of any formal agreement between the City and the developer.
- Modify the development opportunity available to potential developers.
- Negotiate a draft term sheet to attach to the ENA with the Finalists and use the terms as the basis for final selection.

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

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

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

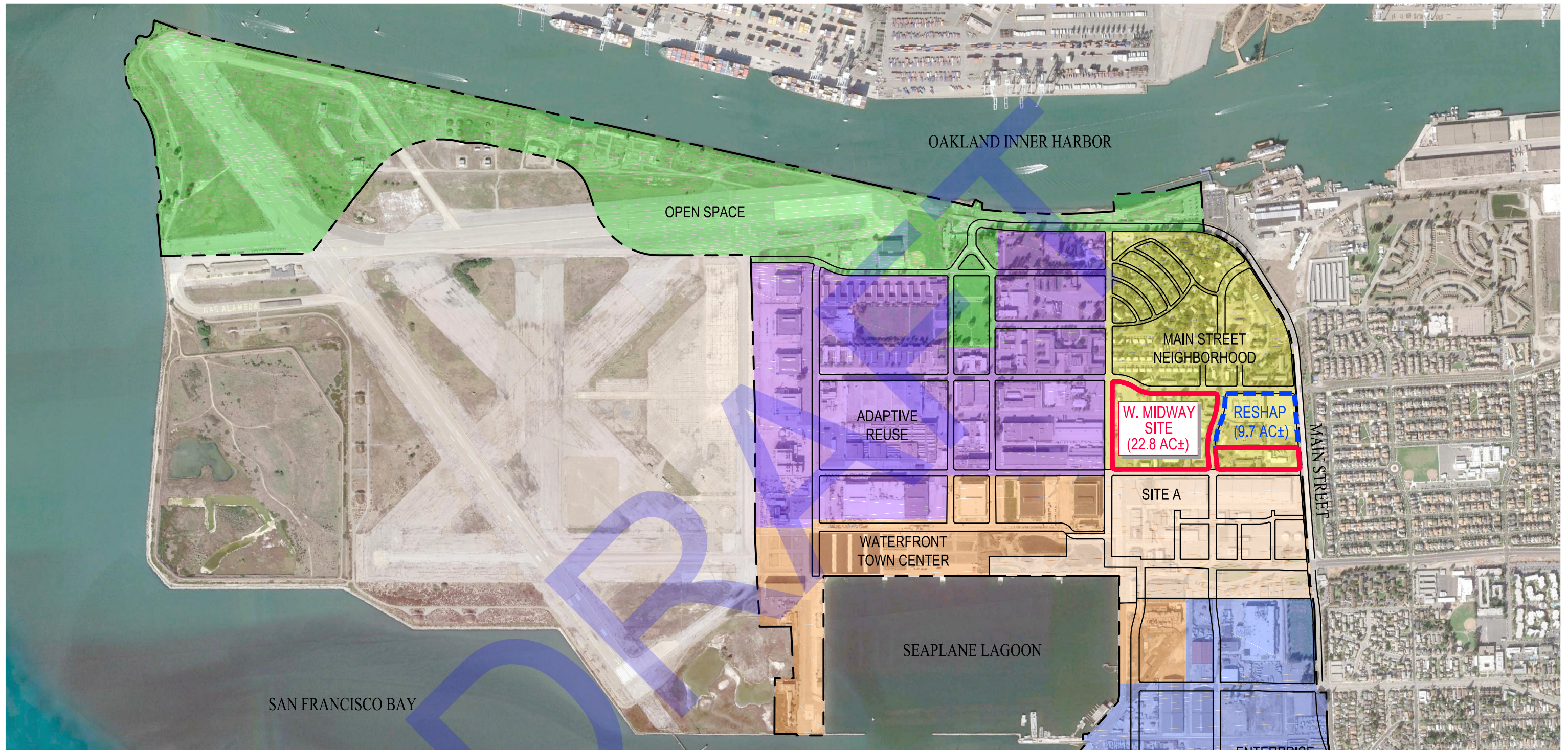
The City makes no representations about the conditions of the site, including buildings, utilities, soils, or other surface or subsurface conditions. The respondent shall make its own conclusions concerning such conditions. Information provided in this RFQ made available on the website or by City staff, or consultants, is provided for the

convenience of the responders only. The accuracy or completeness of this information is not warranted by the City.

XIII. Exhibits

The following provides a list of exhibits:

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



ALAMEDA POINT ZONING MAP OVERLAY WEST MIDWAY DEVELOPMENT PARCELS

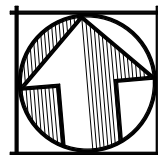
CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA

DATE: JUNE 1, 2018 SCALE: 1" = 1,000'

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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-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. Master Infrastructure Plan (MIP) (2014)
- e. Alameda Point Zoning Ordinance Amendment (2014)
- f. Alameda Point General Plan Amendments (2014)
- g. Draft Transportation Demand Management Plan (2014)
- h. Main Street Neighborhood Specific Plan (2017)

III. ENVIRONMENTAL

- a. Finding of Suitability of Transfer for Phase 1 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)

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:

LEASE HOLDS WITHIN WEST MIDWAY PROJECT
- Operation Dignity – Legally Binding Agreement - Alameda Point Collaborative – Legally Binding Agreement

VIII. AFFORDABLE HOUSING

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

IX. BIOLOGICAL

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

X. FISCAL NEUTRALITY

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

XI. PROJECT STABILIZATION AGREEMENT AND LOCAL HIRE

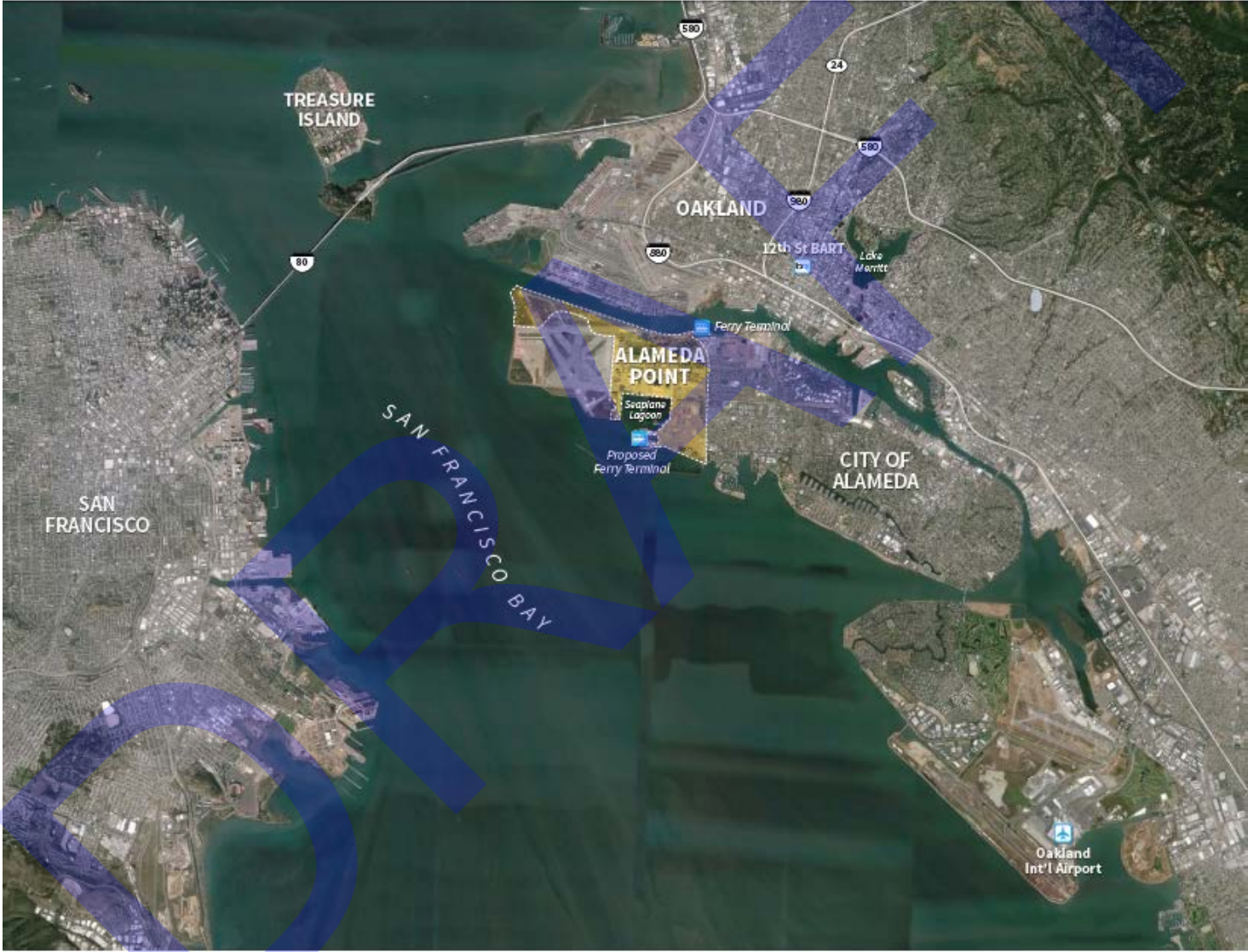
- a. Project Stabilization Agreement (2016)
- b. Standards of Reasonableness for Homeless Uses at Alameda Point (1999)

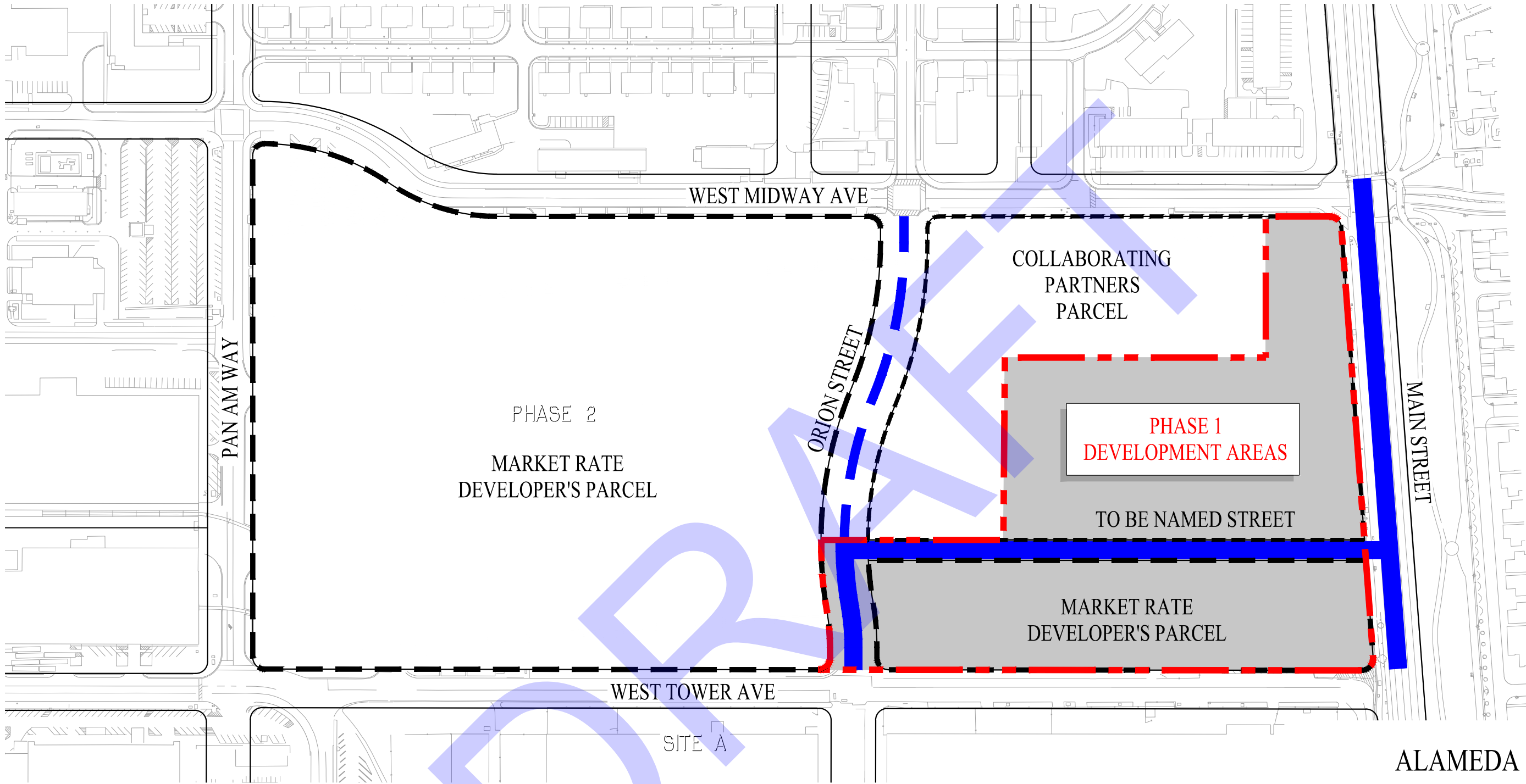
XII. EXAMPLE OF DEVELOPMENT PLAN (SITE A)

- a. Alameda Point – Site A Site Plan (2015)

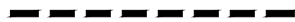




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Exhibit 3





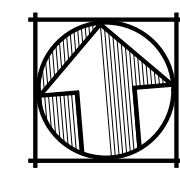
LEGEND

-  COLLABORATING PARTNERS PARCEL
-  MARKET RATE DEVELOPER'S PARCEL
-  BACKBONE UTILITY EXTENSIONS
-  BACKBONE INFRASTRUCTURE
-  PHASE 1 DEVELOPMENT AREAS

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

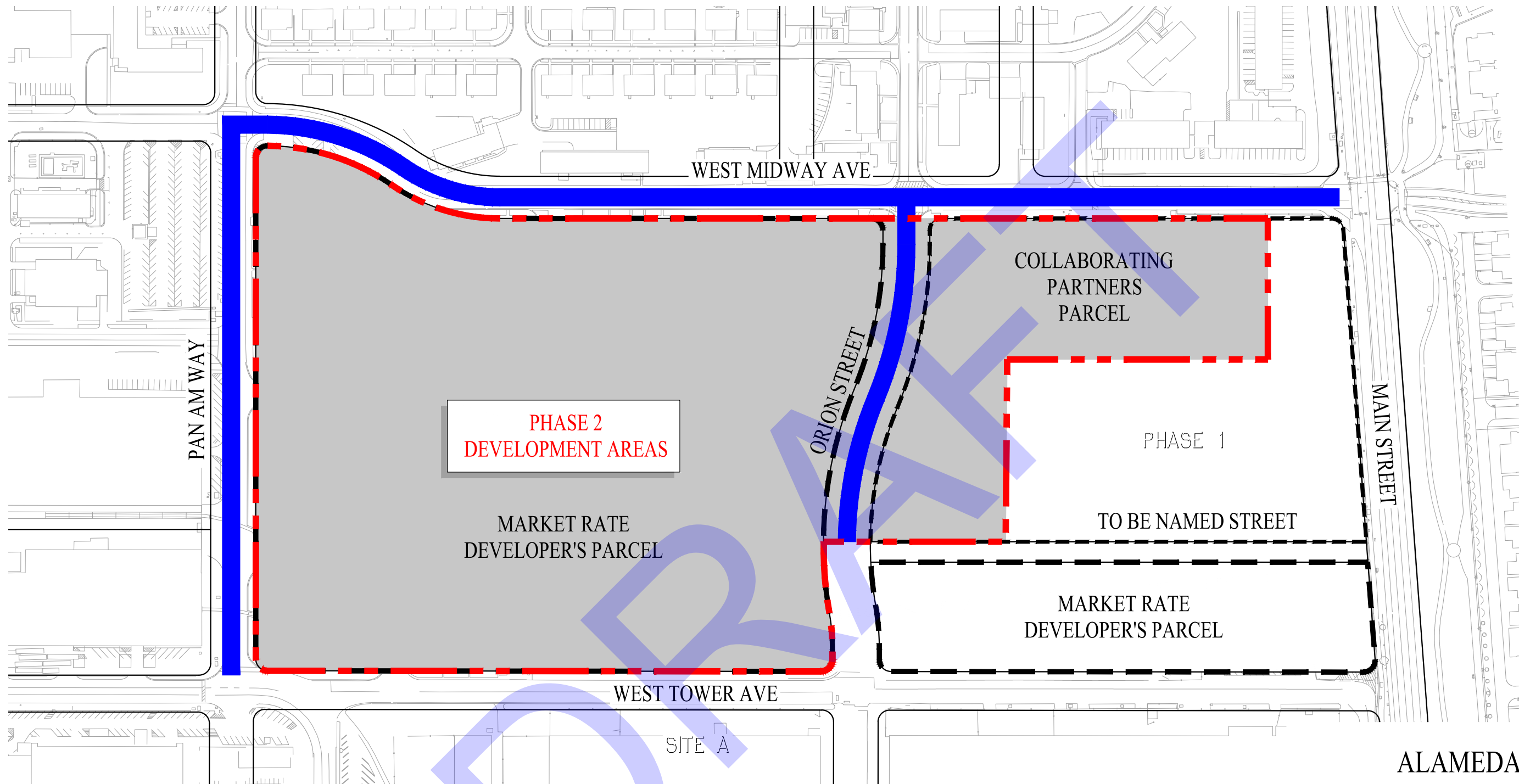
CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA

DATE: JANUARY 26, 2018 SCALE: 1" = 180'



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**PHASE 2
DEVELOPMENT AREAS**

MARKET RATE
DEVELOPER'S PARCEL

COLLABORATING
PARTNERS
PARCEL

PHASE 1

TO BE NAMED STREET

MARKET RATE
DEVELOPER'S PARCEL

WEST TOWER AVE

SITE A

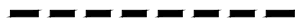



WEST MIDWAY AVE

PAN AM WAY

ORION STREET

MAIN STREET

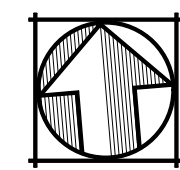
LEGEND

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

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

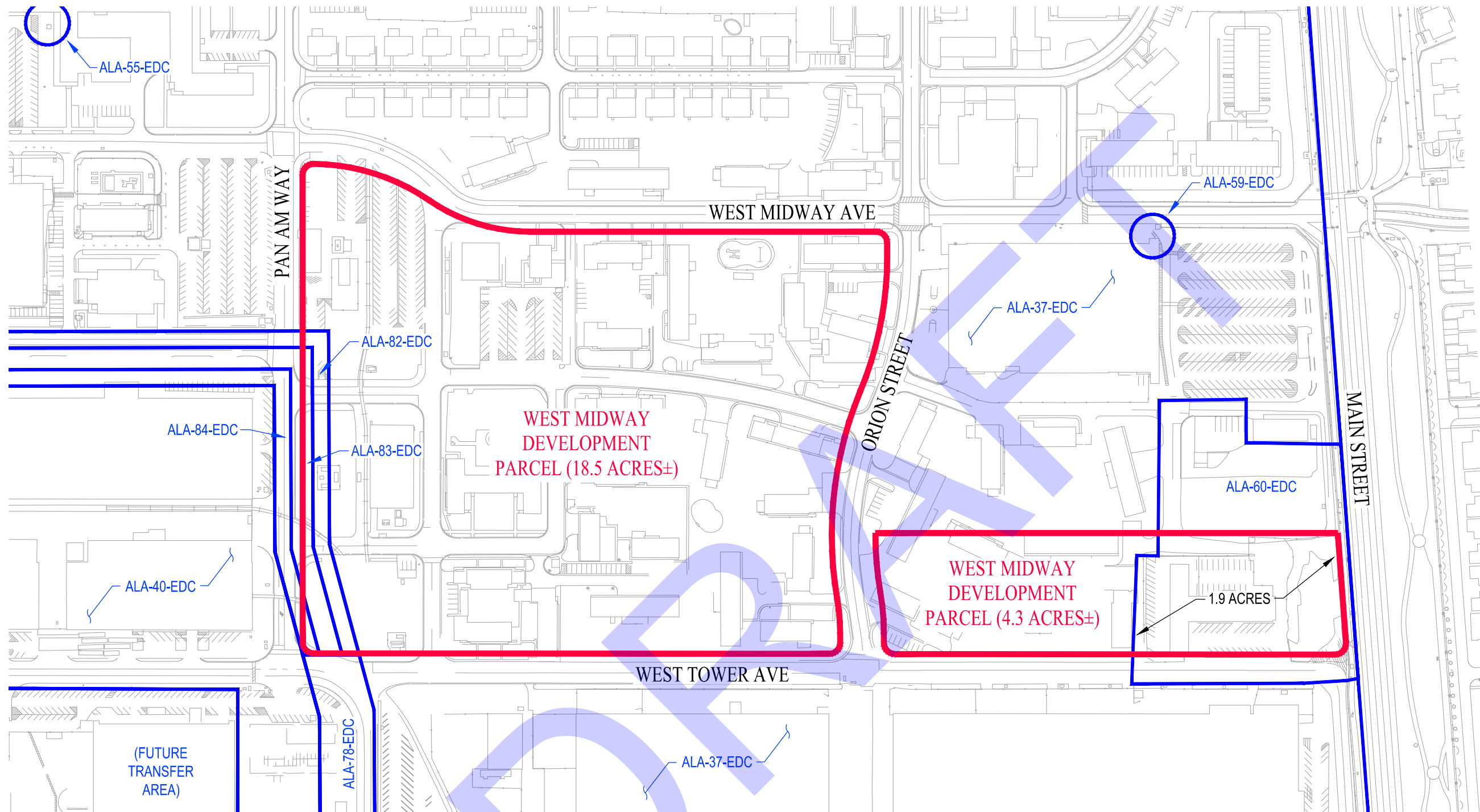
CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA


DATE: JANUARY 26, 2018 SCALE: 1" = 180'



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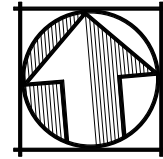


LEGEND	
	WEST MIDWAY DEVELOPMENT PARCELS
	EDC PARCEL BOUNDARIES (NAVY CONVEYANCE)

ALAMEDA POINT EDC PARCEL OVERLAY WEST MIDWAY DEVELOPMENT PARCELS

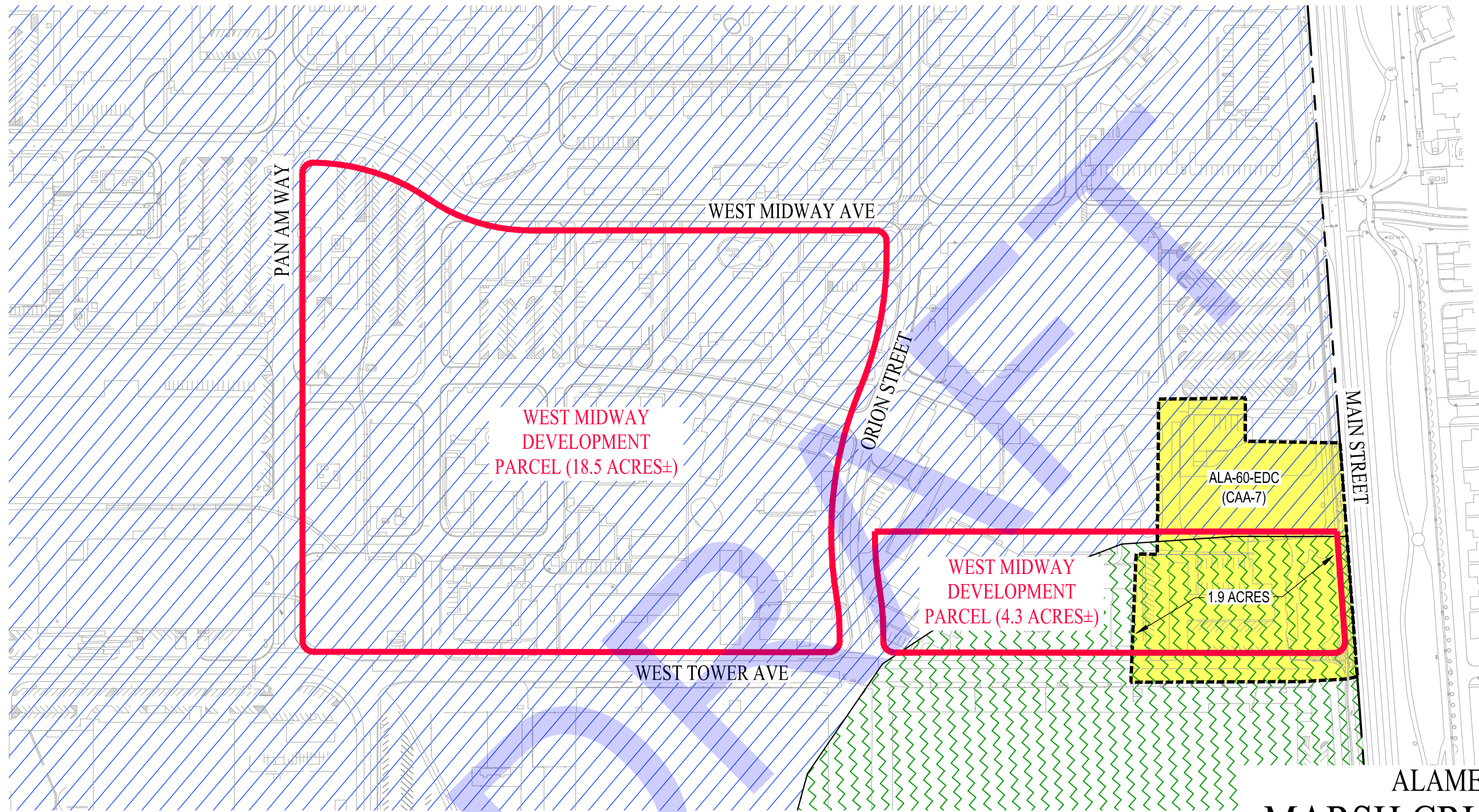
CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA

DATE: JUNE 1, 2018 SCALE: 1" = 180'


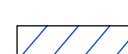


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PROPERTY SUBJECT TO MARSH CRUST CRUP

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

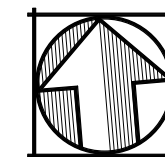
LEGEND

-  WEST MIDWAY DEVELOPMENT PARCELS
-  OPEN PETROLEUM SITES (CAA-7)

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

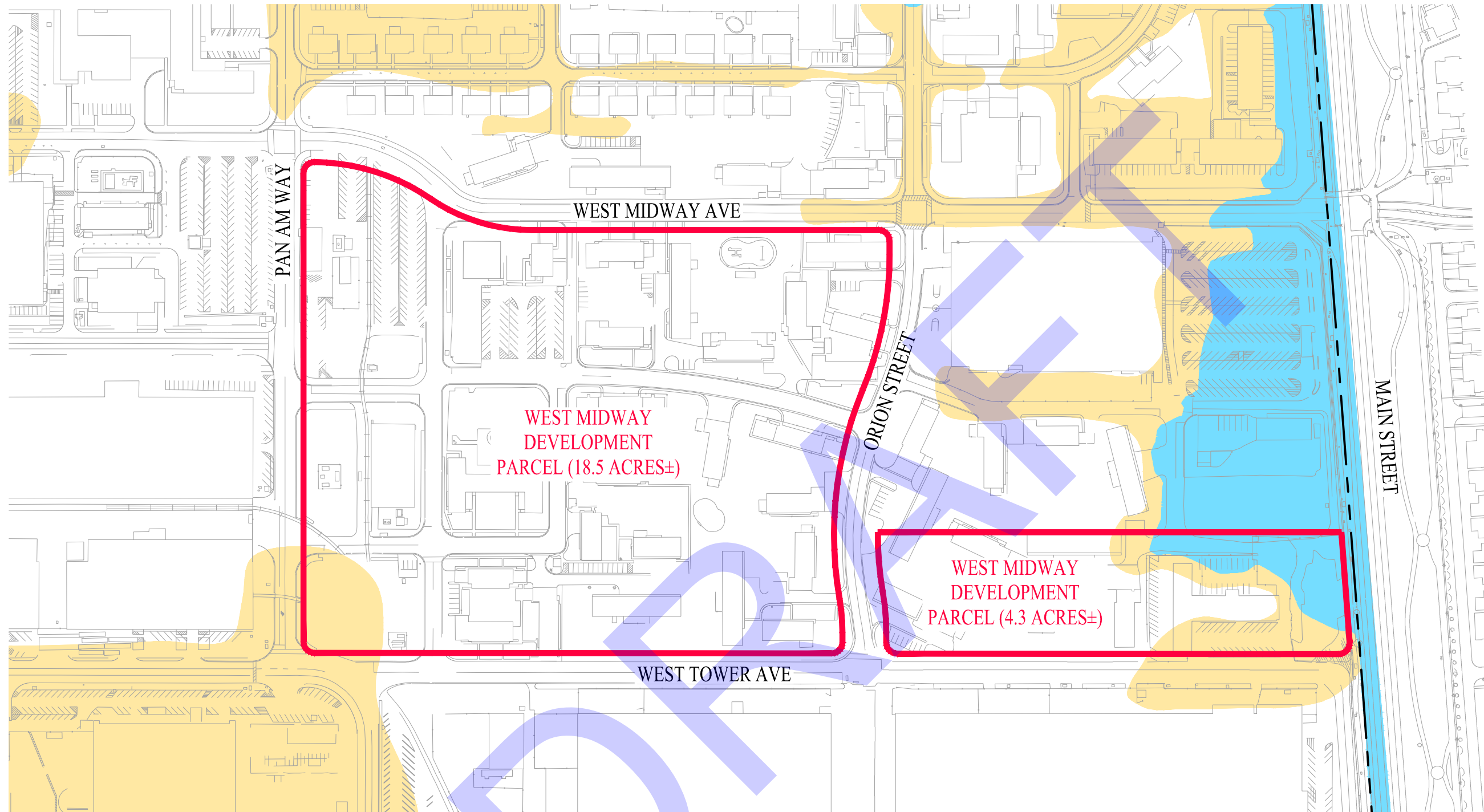
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DATE: JUNE 7, 2018 SCALE: 1" = 200'






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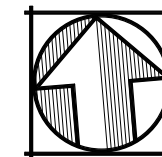
LEGEND

-  WEST MIDWAY DEVELOPMENT PARCELS
-  EXISTING CONDITION – 100 YEAR FLOOD ZONE
-  EXISTING CONDITION – 500 YEAR FLOOD ZONE

ALAMEDA POINT
FLOOD PLAIN OVERLAY
 WEST MIDWAY DEVELOPMENT PARCELS

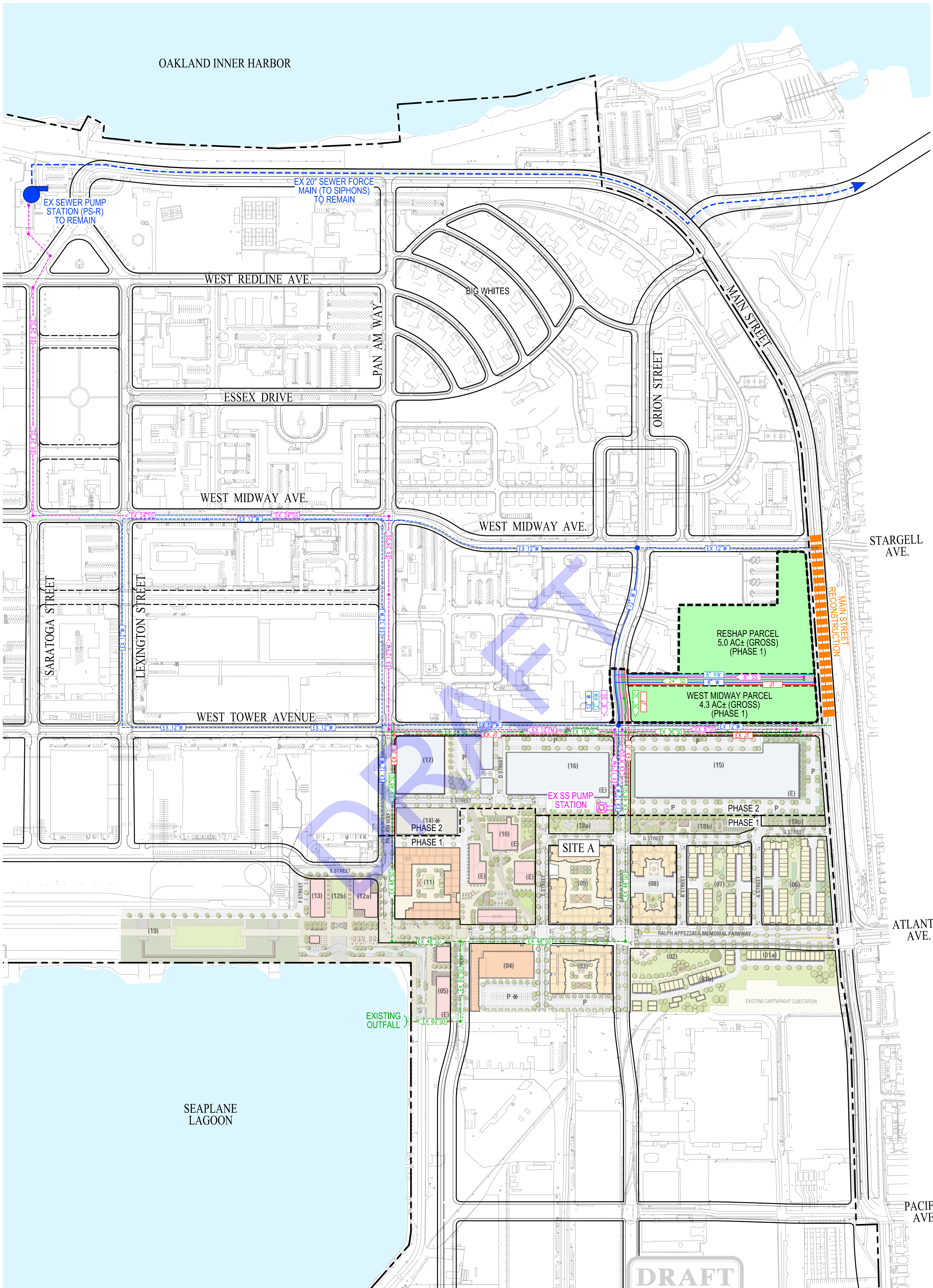
CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA

DATE: JUNE 1, 2018 SCALE: 1" = 180'



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OAKLAND INNER HARBOR

WEST REDLINE AVE.

ESSEX DRIVE

WEST MIDWAY AVE.

WEST TOWER AVENUE

BIG WHITES

MAIN STREET

ORION STREET

STARGELL AVE.

ATLANTIC AVE.

PACIFIC AVE.

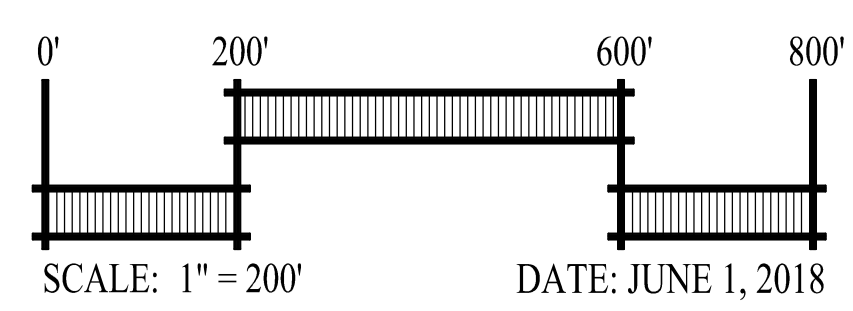
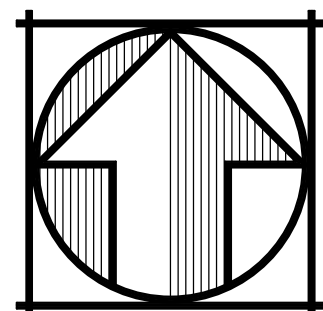
SEAPLANE LAGOON

DRAFT

ALAMEDA POINT PHASE 1 ESTIMATE WEST MIDWAY PROJECT

CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA

- LEGEND**
- DEVELOPMENT AREAS (NEW CONSTRUCTION)
 - PROPOSED POTABLE WATER
 - PROPOSED RECYCLED WATER
 - PROPOSED JOINT TRENCH
 - PROPOSED STORM DRAIN & DIRECTION OF FLOW
 - EXISTING STORM DRAIN & DIRECTION OF FLOW (BY SITE A)
 - PROPOSED SANITARY SEWER & DIRECTION OF FLOW
 - EXISTING SANITARY SEWER & DIRECTION OF FLOW (BY SITE A)
 - EXISTING SANITARY SEWER FORCE MAIN & DIRECTION OF FLOW (BY SITE A)
 - EXISTING SEWER PUMP STATION (BY SITE A)
 - CONNECT TO EXISTING WATER MAIN

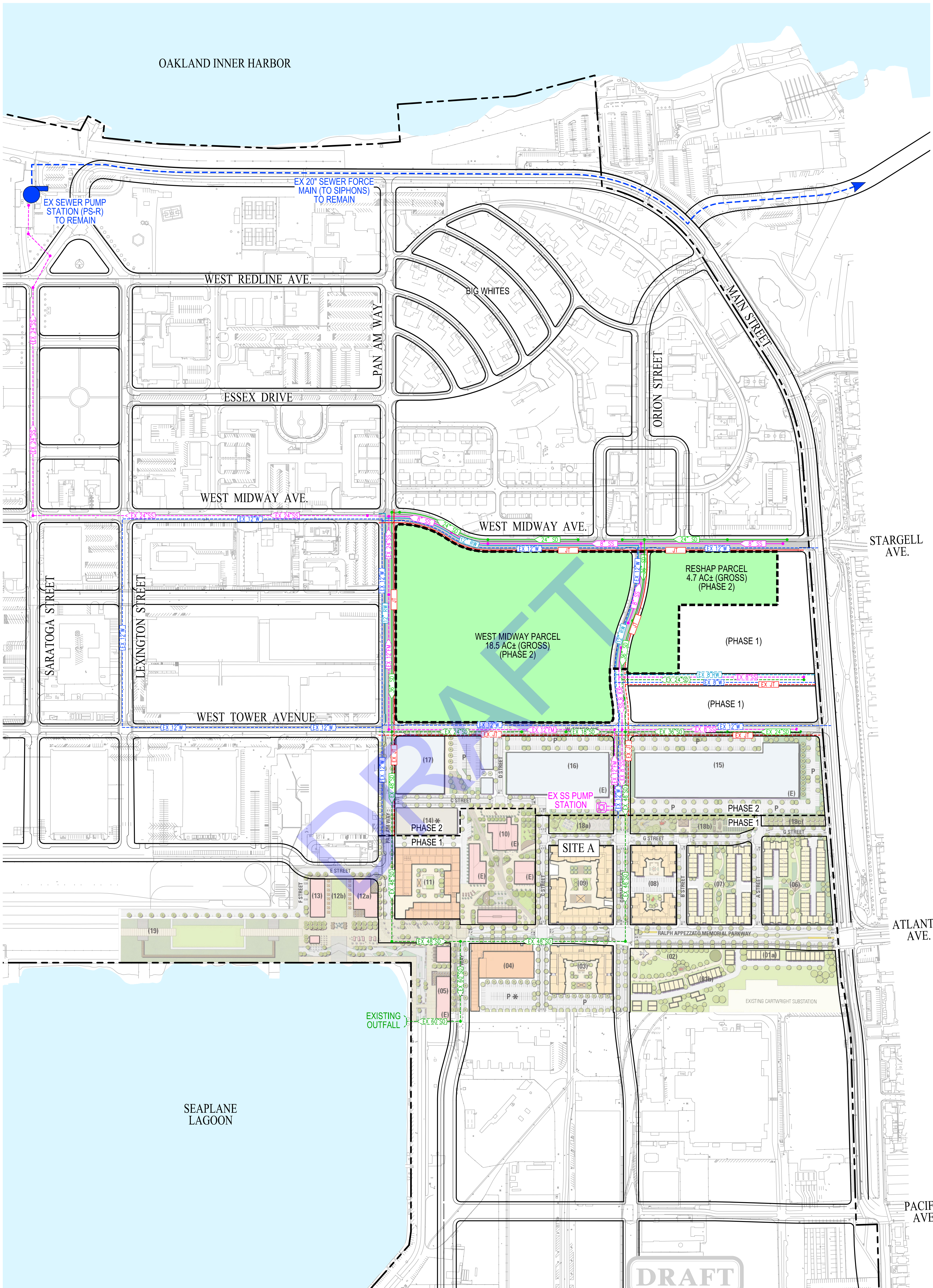


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SAN RAMON, CALIFORNIA 94583

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G:\1081-10\ACAD-10\EXHIBITS\MS\WEST MIDWAY SOUTH\XBS\IMPROVEMENT PACKAGE (PHASE 1).DWG



OAKLAND INNER HARBOR

WEST REDLINE AVE.

ESSEX DRIVE

WEST MIDWAY AVE.

WEST TOWER AVENUE

BIG WHITES

WEST MIDWAY AVE.

ORION STREET

MAIN STREET

STARGELL AVE.

ATLANTIC AVE.

PACIFIC AVE.

EXISTING
OUTFALL

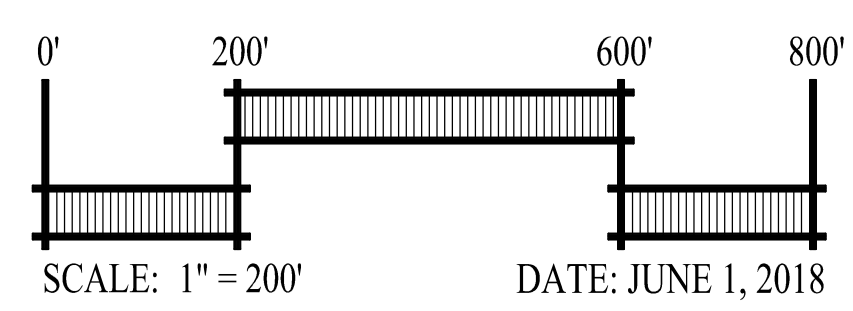
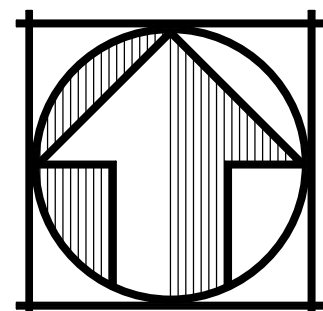
SEAPLANE
LAGOON

DRAFT

ALAMEDA POINT PHASE 2 ESTIMATE WEST MIDWAY PROJECT

CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA

- LEGEND**
- DEVELOPMENT AREAS (NEW CONSTRUCTION)
 - PROPOSED POTABLE WATER
 - PROPOSED RECYCLED WATER
 - PROPOSED JOINT TRENCH
 - PROPOSED STORM DRAIN & DIRECTION OF FLOW
 - EXISTING STORM DRAIN & DIRECTION OF FLOW (BY SITE A)
 - PROPOSED SANITARY SEWER & DIRECTION OF FLOW
 - EXISTING SANITARY SEWER & DIRECTION OF FLOW (BY SITE A)
 - EXISTING SANITARY SEWER FORCE MAIN & DIRECTION OF FLOW (BY SITE A)
 - EXISTING SEWER PUMP STATION (BY SITE A)
 - CONNECT TO EXISTING WATER MAIN



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www.cbang.com

1081-10ACAD-10EXHIBITS\MS\WEST MIDWAY SOUTH\XBS\IMPROVEMENT PACKAGE (PHASE 2).DWG

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

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

RECITALS

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

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

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

E. In February 2014 the Alameda City Council approved a Master Infrastructure Plan, General Plan Amendment, Zoning Ordinance Amendment and certified an Environmental Impact Report. On March 21, 2017, the City Council approved the Main Street Neighborhood Specific Plan. These documents (collectively referred to as the “Planning Documents”) all relate to potential development of the Property. The Developer understands that any proposed Project must be consistent with those Planning Documents.

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

AGREEMENT

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

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

- 6.1 Non-Refundable Deposit to Offset City Expenses. Within five (5) business days of the Effective Date, Developer must wire transfer to the City a non-refundable deposit of \$150,000. If payment is not received by the City within that time period, this Agreement shall immediately terminate. The deposit will assist the City in offsetting City staff and outside legal and consultant expenses associated with this Agreement and negotiation of the DDA; however, the Developer understands and agrees that the deposit is non-refundable and not intended as reimbursement.
- 6.2 Further Entitlements. Developer shall seek further entitlements, as needed, for development of the Project, including but not limited to, preparation of a proposed Development Plan. Developer understands and agrees that the Project will be required to conform to City's approval processes and be consistent with the City's Zoning Ordinance, General Plan, Master Infrastructure Plan, 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, the Developer will be required to sign a Right of Entry with the City in a form provided by the 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 the 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 (or if audited financial statement are not available, unaudited) financial statements for the past two years for each development entity that is part of the development team. If not available, provide documented evidence of prior development transactions in which substantially all of the funding was obtained by the Developer. This information should include letters from the project 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 the City during implementation of the DDA. Additionally, Developer shall provide the City with a list of its intended consultants, including but not limited to, architectural, engineering, legal, financial, and construction.

6.7 Reports. At any time requested by the City, but not more frequently than monthly, Developer shall make oral and summary form written progress reports advising the City on all progress being made on the responsibilities listed in this Section 6.

7. Meetings. Developer and City staff, as needed, shall meet or hold a conference call on average every two weeks during the Term to discuss the status of activities and tasks related to the negotiations and the Project, the accomplishment of such activities and tasks, and other such matters.

8. Representations and Warranties.

8.1 Duly Formed and Validly Existing. Developer represents and warrants that [Insert name of entity] is a [insert type of legal entity] is duly formed and validly existing under the laws of the State of California.

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

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

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

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

Notices to the City:

City of Alameda
2263 Santa Clara Avenue
Alameda, CA 94501
Attn: City Manager
Redevelopment Project Manager, Base Reuse
Telephone: 510.747.7449
Facsimile: _____
Email: _____

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

Notices to Developer:

[Insert Contact Information]
Telephone:
Facsimile:
Email:

With copies to:

[Insert Contact Information]
Telephone:
Facsimile:
Email:

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

11. Limitations of this Agreement.

11.1 Limitations of the City's Commitment. The City is not, by entering this Agreement, committing itself to or agreeing to undertake any other acts or activities requiring the subsequent independent exercise of discretion by the City or any agency or department thereof. This Agreement is merely an agreement to enter exclusive negotiations with respect to the Property according to the terms hereof, with all

final discretion and approval remaining with the City Council as to any DDA, including Development Plan, and all proceedings and decisions in connection therewith. If negotiations under this Agreement result in a proposed DDA, City Council approval thereof may occur only after compliance, as may be required, with all applicable laws and ordinances including, without limitation, CEQA.

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

12. Miscellaneous Provisions.

- 12.1 Entire Agreement. This Agreement is the entire agreement as understood by the Parties with respect to the matters set forth herein.
- 12.2 Amendments. This Agreement may be amended only in a writing signed by all Parties and approved by the City Council.
- 12.3 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in Alameda County or, in the case of any federal claims, in federal court for the Northern District of California.
- 12.4 Limitation on Remedies. In any action or other legal or administrative proceeding to enforce this Agreement, or that otherwise may arise out of this Agreement, neither the City nor Developer shall be entitled to any damages or monetary relief. It is understood and agreed by the Parties that this Agreement is solely to enable the Parties to negotiate the terms of a proposed DDA, including Development Plan, on an exclusive basis for the Term. There is no commitment that any DDA, including Development Plan, will be approved and no damages, monetary relief or specific performance shall be available to Developer if a DDA, including Development Plan, is not approved during the Term.

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.

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. The Developer shall defend and hold the City harmless from any claims by any broker, agent or finder retained by the Developer. The City shall defend and hold the Developer harmless from any claims by any broker, agent or finder retained by the City.

- 12.5 Attorneys' Fees. In any action or other legal or administrative proceeding to enforce this Agreement, or that otherwise may arise out of this Agreement, each Party shall pay its own attorneys' fees and costs.
- 12.6 Headings. The section headings in this Agreement are for convenience only; they do not explain, modify, or add to the meaning of this Agreement.
- 12.7 Interpretation. This Agreement is the result of the combined efforts of the Parties. If any provision is found ambiguous, the ambiguity will not be resolved by construing this Agreement in favor of or against either Party, but by construing the terms according to their generally accepted meaning.
- 12.8 Time Periods. Any time period to be computed under this Agreement shall be computed by excluding the first day and including the last day. If the last day falls on a Saturday, Sunday, or legal holiday, the last day will be extended until the next day the City is open for business. All references to days in this Agreement shall mean calendar days unless otherwise expressly specified. The City offices are closed on Fridays and therefore any reference to business days shall mean Monday through Thursday unless one of those days is a holiday observed by the City.
- 12.9 Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any provision in this Agreement will not affect the other provisions.
- 12.10 Successors and Assigns. This Agreement is binding on and will inure to the benefit of the Parties and their respective successors. This Agreement cannot be transferred or assigned.
- 12.11 Independent Capacity. Nothing in this Agreement is intended to or does establish the Parties as partners, co-venturers, or principal and agent with each another.
- 12.12 Conflict of Interest. No officer or employee of the City shall hold any interest in this Agreement (California Government Code § 1090).
- 12.13 Authorization to Execute Agreement. Each individual executing this Agreement represents and warrants he or she is duly authorized to

execute and deliver this Agreement on behalf of the Party named herein and this Agreement is binding upon said Party in accordance with its terms.

12.14 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.

12.15 Exhibits. The following exhibits are attached to this Agreement and incorporated herein as though set forth in full for all purposes:

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

CITY:

CITY OF ALAMEDA,
a California municipal corporation

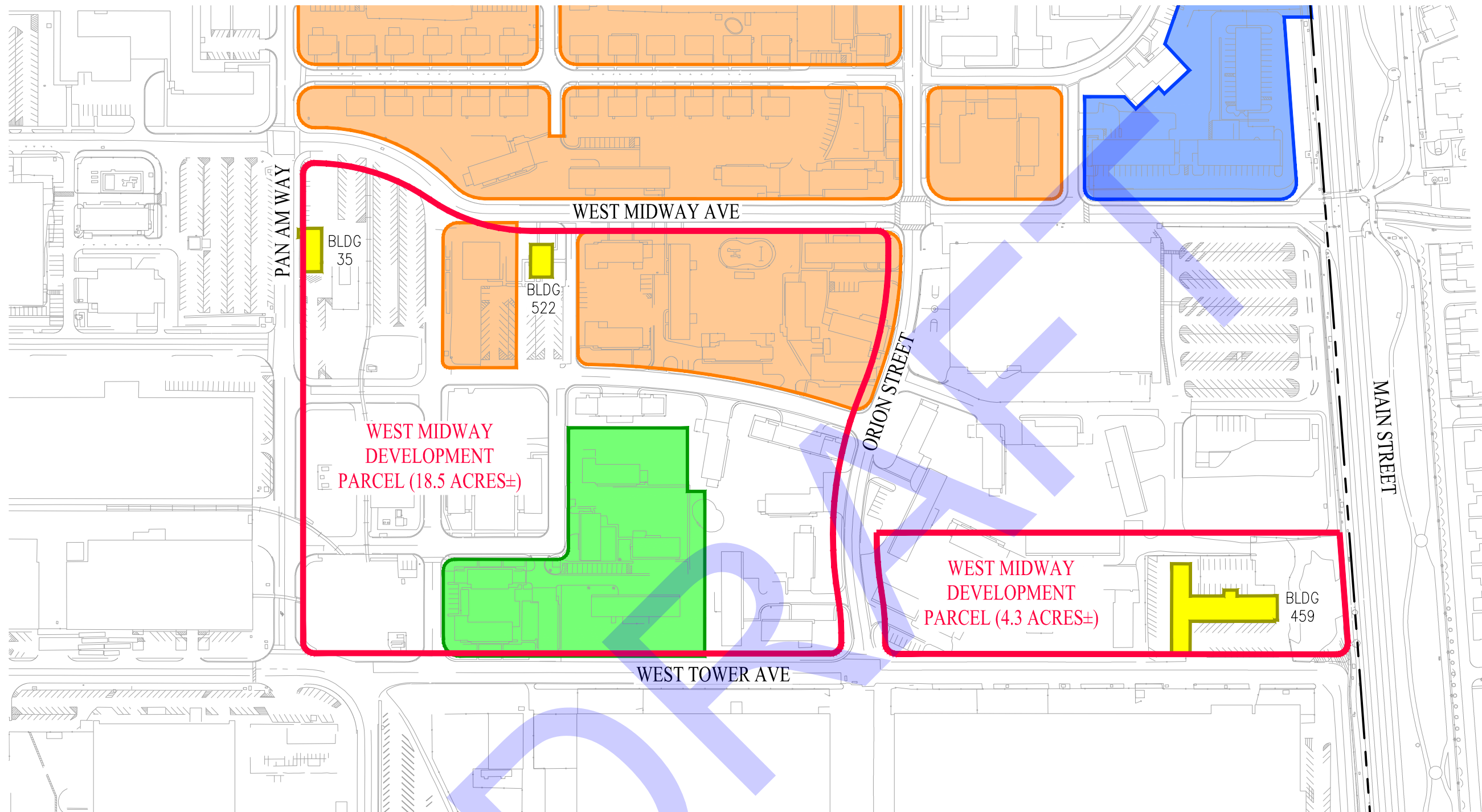
By: _____
Name: _____
Title: City Manager

APPROVED AS TO FORM:

City Attorney
By: _____

DEVELOPER:

a _____
By: _____
Name: _____
Title: Chief Executive Officer



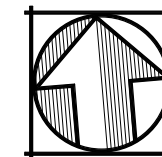
LEGEND

- WEST MIDWAY DEVELOPMENT PARCELS
- CURRENT LEASE – ALAMEDA POINT COLLABORATIVE
- CURRENT LEASE – BUILDING FUTURES WITH WOMEN & CHILDREN
- CURRENT LEASE – OPERATION DIGNITY
- CURRENT LEASE – CITY OWNED

**ALAMEDA POINT
CURRENT LEASES
WEST MIDWAY DEVELOPMENT PARCELS**

CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA

DATE: JUNE 12, 2018 SCALE: 1" = 200'



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SAN RAMON, CALIFORNIA SACRAMENTO, CALIFORNIA	(925) 866 - 0322 (916) 375 - 1877

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

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

RECITALS

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

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

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

E. In February 2014 the Alameda City Council approved a Master Infrastructure Plan, General Plan Amendment, Zoning Ordinance Amendment and certified an Environmental Impact Report. On March 21, 2017, the City Council approved the Main Street Neighborhood Specific Plan. These documents (collectively referred to as the “Planning Documents”) all related to potential development at Alameda Point. The Developer understands that any proposed Project must be consistent with those Planning Documents.

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

AGREEMENT

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

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

- 6.1 Non-Refundable Deposit to Offset City Expenses. Within five (5) business days of the Effective Date, Developer must wire transfer to the City a non-refundable deposit of \$150,000. If payment is not received by the City within that time period, this Agreement shall immediately terminate. The deposit will assist the City in offsetting City staff and outside legal and consultant expenses associated with this Agreement and negotiation of the DDA; however, the Developer understands and agrees that the deposit is non-refundable and not intended as reimbursement.
- 6.2 Further Entitlements. Developer shall seek further entitlements, as needed, for development of the Project, including but not limited to, preparation of a proposed Development Plan. Developer understands and agrees that the Project will be required to conform to City's approval processes and be consistent with the City's Zoning Ordinance, General Plan, Master Infrastructure Plan, 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 Transportation Demand Management Compliance Strategy. Developer shall prepare a Transportation Demand Management ("TDM") Compliance Strategy in compliance with the Alameda Point TDM Plan.
- 6.4 Financing and Project ProForma. Developer provide evidence of the development team's financial ability to undertake and successfully complete the proposed project including the following:
- Financing Plan- include a proforma for review and approval by the 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 financial statement for the past two years for each development entity that is part of the development team. If not available, provide documented evidence of prior development transactions in which substantially all of the funding was obtained by the respondent. This information should include letters from the project 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.
- 6.5 Project Team. Developer shall identify key individuals on its Project Team who will be dedicated to working with the City during implementation of the DDA. Additionally, Developer shall provide the City with a list of its intended consultants, including but not limited to, architectural, engineering, legal, financial, and construction.
- 6.6 Reports. At any time requested by the City, but not more frequently than monthly, Developer shall make oral and summary form written progress

reports advising the City on all progress being made on the responsibilities listed in this Section 6.

7. Meetings. Developer and City staff, as needed, shall meet or hold a conference call on average every two weeks during the Term to discuss the status of activities and tasks related to the negotiations and the Project, the accomplishment of such activities and tasks, and other such matters.

8. Representations and Warranties.

8.1 Duly Formed and Validly Existing. Developer represents and warrants that [Insert name of entity] is a [insert type of legal entity] is duly formed and validly existing under the laws of the State of California.

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

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

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

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

Notices to the City:

City of Alameda
2263 Santa Clara Avenue
Alameda, CA 94501
Attn: City Manager
Redevelopment Project Manager, Base Reuse
Telephone: 510.747.7449
Facsimile: _____
Email: _____

With copies to:

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

Notices to Developer:

[Insert Contact Information]
Telephone:
Facsimile:
Email:

With copies to:

[Insert Contact Information]
Telephone:
Facsimile:
Email:

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

11. Limitations of this Agreement.

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

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

12. Miscellaneous Provisions.

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

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

12.3 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in Alameda County or, in the case of any federal claims, in federal court for the Northern District of California.

12.4 Limitation on Remedies. In any action or other legal or administrative proceeding to enforce this Agreement, or that otherwise may arise out of this Agreement, neither the City nor Developer shall be entitled to any damages or monetary relief. It is understood and agreed by the Parties that this Agreement is solely to enable the Parties to negotiate the terms of a proposed DDA, including Development Plan, on an exclusive basis for the Term. There is no commitment that any DDA, including Development Plan, will be approved and no damages, monetary relief or specific performance shall be available to Developer if a DDA, including Development Plan, is not approved during the Term.

12.5 Attorneys' Fees. In any action or other legal or administrative proceeding to enforce this Agreement, or that otherwise may arise out of this Agreement, each Party shall pay its own attorneys' fees and costs.

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

12.7 Interpretation. This Agreement is the result of the combined efforts of the Parties. If any provision is found ambiguous, the ambiguity will not be resolved by construing this Agreement in favor of or against either Party, but by construing the terms according to their generally accepted meaning.

12.8 Time Periods. Any time period to be computed under this Agreement shall be computed by excluding the first day and including the last day. If the last day falls on a Saturday, Sunday, or legal holiday, the last day will be extended until the next day the City is open for business. All references to days in this Agreement shall mean calendar days unless

otherwise expressly specified. The City offices are closed on Fridays and therefore any reference to business days shall mean Monday through Thursday unless one of those days is a holiday observed by the City.

- 12.9 Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any provision in this Agreement will not affect the other provisions.
- 12.10 Successors and Assigns. This Agreement is binding on and will inure to the benefit of the Parties and their respective successors. This Agreement cannot be transferred or assigned.
- 12.11 Independent Capacity. Nothing in this Agreement is intended to or does establish the Parties as partners, co-venturers, or principal and agent with each another.
- 12.12 Conflict of Interest. No officer or employee of the City shall hold any interest in this Agreement (California Government Code § 1090).
- 12.13 Authorization to Execute Agreement. Each individual executing this Agreement represents and warrants he or she is duly authorized to execute and deliver this Agreement on behalf of the Party named herein and this Agreement is binding upon said Party in accordance with its terms.
- 12.14 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.
- 12.15 Exhibits. The following exhibits are attached to this Agreement and incorporated herein as though set forth in full for all purposes:

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

CITY:

CITY OF ALAMEDA,
a California municipal corporation

By: _____
Name: _____
Title: City Manager

APPROVED AS TO FORM:

City Attorney

By: _____

DEVELOPER:

a _____

By: _____
Name: _____
Title: Chief Executive Officer

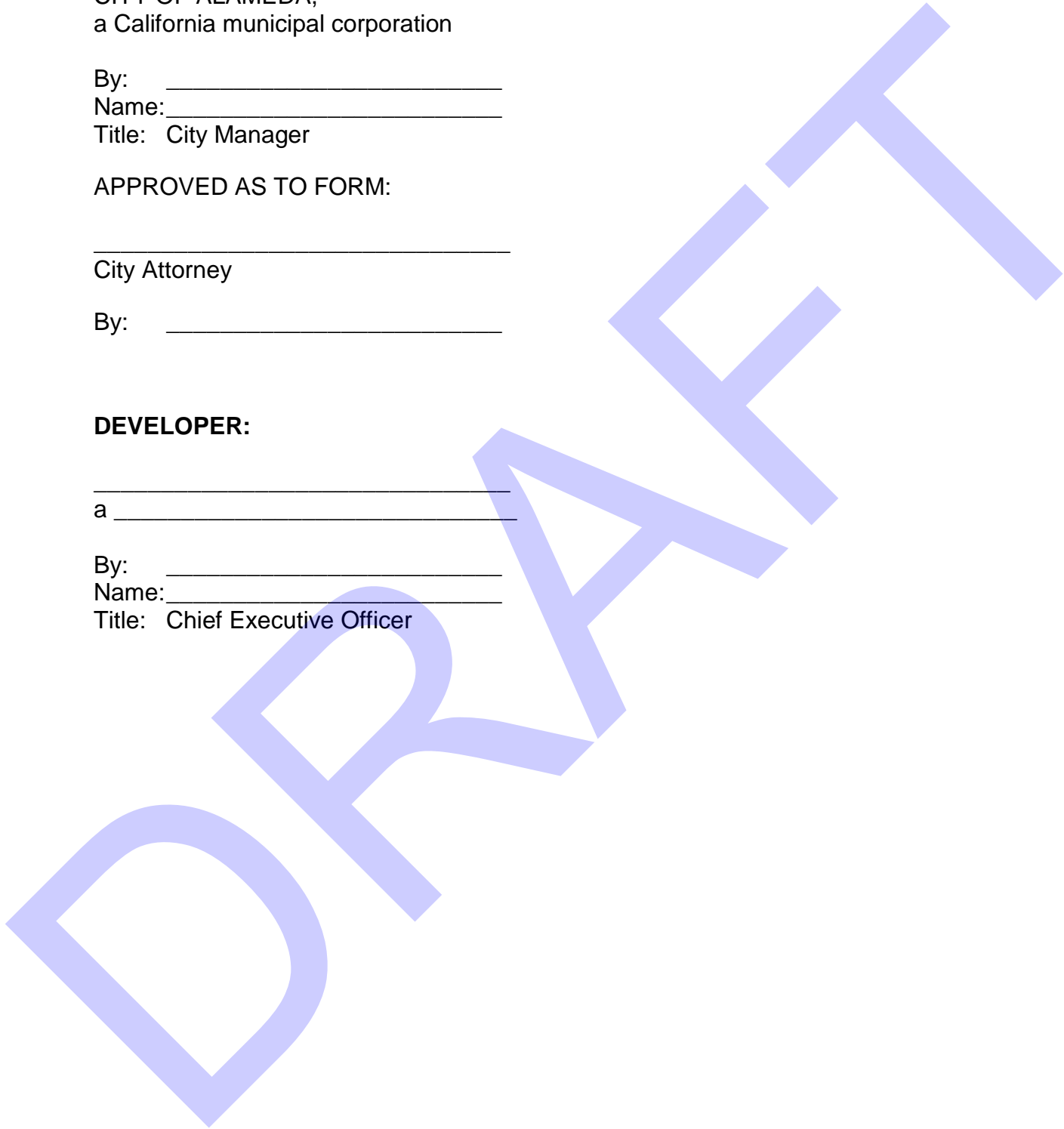


Exhibit 11

**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.

DRAFT