



RIVERROCK[®]

real estate group

**Residential Property Management
Alameda Point
Alameda, CA 94501**

Important Dates

RFP Issue Date	Thursday, August 31, 2017
Non-Mandatory Site Visit & Walkthrough	Thursday, September 7, 2017, 11:00 a.m.
Requests for Information (RFI) Deadline	Friday, September 22, 2017, 5:00 p.m.
Proposal Submission Deadline	Monday, September 25, 2017, 5:00 pm
Panel Interviews*	Week of October 2 nd
Negotiations with Highest Scorer*	Week of October 9 th
Announcement of Selected Proposer*	Week of October 16 th
City Council Meeting to Award Contract*	Tuesday, November 21, 2017
Assignment Start Date*	Monday, January 01, 2018
Assignment Completion Date*	December 31, 2021

* - These dates are tentative and are subject to change.

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I. PLEASE READ THIS RFP CAREFULLY

1. It is necessary for Proposers to read carefully the information contained in this Request for Proposal (“**RFP**”) to understand how to submit the Proposal, what documents must accompany the Proposal and what legal obligations the Proposer is agreeing to by providing a successful Proposal. Any Proposer that wishes to be considered for this work must submit the information requested in this RFP, attend the Site Walkthrough (if mandatory) and participate in an interview, if invited.

2. The term “**Proposer**” means individuals, teams, firms, consultant(s), sub consultants or any combination thereof, who timely submit a Proposal for consideration in response to this RFP. The term “**Proposal**” means all documents, maps, photographs and any other written materials plus any information communicated orally during the interview or during the negotiation process from the Proposer to the City of Alameda / RiverRock Real Estate Group in support of the Proposer’s candidacy for selection.

II. CITY OF ALAMEDA

Alameda is a municipal corporation in Alameda County, California. It is located on Alameda Island and Bay Farm Island, and is adjacent to and west of Oakland, California. Alameda became a charter city and adopted a City Council – City Manager form of government in 1916. The City has a total area of 23 square miles, of which 10.6 square miles is land and 12.3 square miles is water, per the United States Census Bureau. As of 2014, the City has a total population of approximately 75,500.

III. RIVERROCK REAL ESTATE GROUP

RiverRock Real Estate Group (“**Manager**”) is under contract with the City of Alameda (“**Owner**”) to provide property management, construction management, cell towers management and licensing services for multiple properties throughout the City of Alameda, including Alameda Point, Tidelands Trust Properties, Fleet Industrial Supply Center and other City-owned properties. RiverRock Real Estate Group is a privately owned, client-centric property and asset management firm that provides superior, hands-on management and specialized accounting services for more than 27 million SF of office, retail and industrial properties throughout California and Arizona.

IV. ALAMEDA POINT – PROPERTY INFORMATION

Alameda Point, located in the City of Alameda, is part of the former Naval Air Station at Alameda. The property benefits from unique views of San Francisco Bay and offers one of the best remaining development opportunities for large scale development in the Bay Area. Today, Alameda Point is home to over 100 businesses and over 1,000 workers, benefitting from large industrial buildings with adjacent deep water access.

The 68 existing residential units at Alameda Point comprise the subject of this RFP. See the attached residential map for further details. The 68 units include 48 single family dwellings and 20 townhome-style units. Please see the attached Residential Property Map and list of

Residential Property addresses (**Exhibit A**). More information about Alameda Point can be found at the City of Alameda's website: <https://alamedaca.gov/alameda-point>

V. SCOPE OF SERVICES (Exhibit B)

This RFP is made by RiverRock Real Estate Group ("Manager") on behalf of The City of Alameda ("Owner"), for the residential buildings referenced above ("Buildings") for proposals from professional residential real estate management companies (collectively "Proposers" and individually "Proposer") to manage, operate, and maintain the Buildings.

This RFP specifies the information that the Proposers must provide in order to be considered by the Manager and the Owner. Our decision will be made based upon a number of factors including but not limited to the staffing plan, the team's experience with comparable residential projects, the Proposer's demonstrated understanding of the scope of work, and fee. Manager and Owner reserve the right to accept any or reject all proposals.

VI. NON-MANDATORY SITE VISIT AND WALKTHROUGH

There will be a strongly recommended but non-mandatory site visit and walkthrough for all prospective Proposers at the date and time listed on the first page of this RFP (as amended by written addendum, if any). Meet at 950 West Mall Square, Room 239, Alameda, CA 94501. Please contact Ms. Rubio at (510) 749-0304 if you need directions or additional information.

VII. PRE-SUBMITTAL QUESTIONS / REQUEST FOR INFORMATION

1. All questions and request for information regarding the RFP and proposal submittals should be directed to:

RiverRock Real Estate Group
950 West Mall Square, Room 239
Alameda, CA 94501
Attn: Ruby Rubio, **Property Manager**
Phone: (510) 749-0304; Email: rrubio@riverrockreg.com

2. RFIs and Pre-proposal questions will be accepted from the RFP Issue Date until the Request for Information (RFI) Deadline listed on the first page of this RFP (as amended by written addendum, if any).

3. Proposers must identify and submit an RFI for clarification of any ambiguities or inconsistencies contained in this RFP or its exhibits prior to the RFI Deadline. Proposers will be barred from protesting such ambiguities and/or inconsistencies if they failed to timely submit an RFI. However a Proposer shall not be required to submit an RFI regarding any ambiguities or inconsistencies that has already been the subject of a timely submitted RFI from another potential Proposer.

4. Manager and Owner shall not be bound by oral explanations or instructions given at any time during the RFP process or after contract award. Oral explanations given

during the Site Visit and Walkthrough, if any, the Proposal review process and after contract award become binding only when confirmed in writing by an authorized City official. Written responses to substantive question(s) asked by one Proposer will be provided to all registered Proposers.

5. Additional financial data and a residential rent roll are available upon request. Please submit requests for financial data must be accompanied by an executed Non-Disclosure Agreement (NDA) in the form attached as Exhibit E.

VIII. DATA TO BE PROVIDED BY RIVERROCK REAL ESTATE GROUP

Manager will provide a copy of the following documents regarding the Project:

- Residential Property Map and List of Residential Addresses
- Scope of Work
- Sample Form of Sub management Agreement and Insurance
- Client References Form
- Bid Form

IX. PROPOSER QUALIFICATIONS

1. Proposers must meet the following minimum qualifications in order to be considered responsive to this RFP:

- (i) As of the Submission Deadline, Proposer shall have a minimum of five (5) years of experience satisfactorily providing the same or similar services requested under this RFP. Prior experience working with municipalities or other public entities preferred.
- (ii) As of the Submission Deadline, the Proposer (and each corporate team member, if any) shall be registered with the California Secretary of State and be in Good Standing.
- (iii) Must maintain a valid California Broker's License throughout the term of the assignment.

2. Any Proposer who does not meet these minimal requirements shall not be eligible: (i) to submit a Proposal; (ii) to be considered for selection; or (iii) to be awarded a contract with RiverRock Real Estate Group or the City of Alameda.

X. PROPOSAL CONTENT, FORMAT & INSTRUCTIONS

All Proposals must follow the format guidelines and content requirements listed in Sections X, *in the following order*:

Nonconforming Proposals may be rejected as nonresponsive.

A. PROPOSER'S BACKGROUND AND CREDENTIALS (15 Points*)

The proposal shall include in summary form, background information regarding the experience and capabilities of the Proposer. Include at a minimum the following:

- a. A summary of any special procedures/systems unique to the Proposer's firm which would be of direct benefit to either the Buildings or to the Owner in overseeing property operations;
- b. A summary of the Proposer's managed portfolio in Northern CA.
- c. List the property assignments of Proposer's personnel who will be directly involved with the Buildings.

B. STAFFING (20 Points)

The Proposal shall include a Staffing Plan that describes the staff that the Proposer will employ to directly manage the Buildings. This plan shall include the following:

- a. The number and titles (and/or functional descriptions), of the positions;
- b. The approximate annual salaries (including payroll taxes, insurance, and benefits) of any positions that will be passed through to the Owner; if allocated in part, the percentage allocation of the total annual salaries.
- c. Resumes of any key personnel who will be assigned to the Buildings (including specific relevant experience);
- d. Whether the position(s) will reside on site; and
- e. Whether the positions will be employees of the Proposer or contracted services.

C. FINANCIAL, ADMINISTRATIVE AND OPERATIONAL REPORTING (15 Points)

The Sub management Agreement will detail the real estate reporting, financial control, and accounting requirements. All financial statements and reports required by Owner are to be prepared in accordance with generally accepted accounting principles on a cash basis. The Proposal shall describe the Proposer's ability to comply with these requirements. Specifically, include at a minimum:

- a. A description of the accounting services, platforms and data processing capabilities of Proposer
- b. A description of the policies and procedures that provide strong internal controls.
- c. A listing of all financial and operational reports available to the Owner from the Proposer.
- d. Names of the primary personnel who will be responsible for financial reporting and cash management and include the individuals' backgrounds and qualifications.
- e. A sample of a monthly financial report, redacted if necessary.

D. INSURANCE REQUIREMENTS*

The proposal shall provide evidence of the Proposer's ability to provide comprehensive insurance coverage on its operations, including fidelity bond coverage as specified in the Sub management Agreement, general liability, umbrella and excess liability, automobile

coverage, and worker's compensation. Please note that the Owner will carry property damage and premises liability insurance. Please note the insurance requirements under the terms of the attached form of Sub management Agreement.

E. REPAIR AND MAINTENANCE PROGRAM (15 Points)

The proposal shall describe the manner in which the Proposer shall fulfill its repair, maintenance and inspection obligations.

- a. Does Proposer employ maintenance personnel directly or contract for this work?
- b. What is the protocol for reactive service calls?
- c. What is the protocol for after-hours service calls and emergency response?

F. FEES AND EXPENSES (15 Points)

The proposal shall include a full description of all fees proposed by the Proposer to be charged for performing all the services.

- a. Property Management Fee
- b. Leasing Commission Fee (if applicable)
- c. Reimbursable Payroll Expense On-site or Off-site (if any) staff
 - i. Title/Position
 - ii. Annual Salary, Benefits, Payroll Tax
- d. Other Reimbursable or Ongoing Expenses

G. ACKNOWLEDGEMENT OF TERMS OF SUBMANAGEMENT AGREEMENT*

The Proposal shall contain an acknowledgement that Proposer accepts the terms of the Sub management Agreement (Exhibit C) or a detailed listing of any exceptions and/or changes to the Agreement that Proposer will require.

H. CLIENT REFERENCES (Exhibit D) (Pass/Fail)

The proposal shall include a minimum of three (3) client references that most closely reflect similar projects to the scope of work for the Buildings. Include the following information for each client reference:

- a. Name of organization
- b. Contact person's name and title
- c. Telephone number
- d. Email address
- e. Brief description of the project, start date and services provided

The Proposer's submission of references constitutes the Proposer's express consent for Manager to contact the listed references and to inquire regarding the qualifications of the Proposer.

I. ALAMEDA LOCAL BUSINESS PREFERENCE (5 Points bonus)

Alameda Municipal Code (AMC) Section 2-62.4 provides for a local business preference of five percent (5%) that may be awarded to Alameda local businesses who request the preference and who met the requirements contained in AMC Section 2-62.1 *et seq.*

AMC 2-62.1 defines a local business as “a business firm with fixed offices or locally taxable distribution points within the boundaries of the City of Alameda which holds a current [Alameda] business license with an Alameda business address which is not a post office box”.

If a Proposer meets these qualifications and wishes to apply for the preference then the Proposer should include in their Proposal: (i) a written request for the local preference; (ii) a copy of their Alameda business license showing their Alameda business address; (iii) a statement of how long they have been an Alameda local business.

If awarded, the 5% will be added to the score after the oral interview. If the Proposer is comprised of a team and not all team members are local businesses, then the 5% will be prorated based upon the percentage of the contract amount to be earned by the local business.

J. PANEL INTERVIEW (20 Points)

As discussed in more detail in Section XIII below, qualified Proposers will be invited to participate in an oral interview before a selection panel. The oral interview will be worth a maximum of 20 points. The scoring is not focus so much on the style of presentation but on the additional information presented regarding the other selection criteria i.e. Proposer’s background and credentials, staffing, financial, administrative, and operational reporting, repair and maintenance program, fees and expenses, client references, and exceptions to the Sub management Agreement.

XI. PROPOSAL SUBMISSION

Proposers shall submit **four (4) complete, bound, double-sided, copies of their Proposal, plus one (1) unbound copy (for a total of five (5) copies)** on paper containing a minimum of 20% post-consumer recycled content and **an electronic copy of the complete proposal saved in a flash drive or CD.** All submitted material becomes the property of the City of Alameda. Proposals must be in a sealed envelope and shall be submitted in person, by hand delivery or by U.S. Mail to:

**RiverRock Real Estate Group, 950 West Mall Square, Room 239, Alameda, CA 94501
Attn: Ruby Rubio, Property Manager
RE: AP Residential Property Management Proposal**

Proposals must be received by RiverRock Real Estate Group by the Proposal Submission Deadline listed on the first page of this RFP (as amended by written addendum, if any).

Hand delivery of Proposals before the deadline is highly recommended.

A. Proposals Must Be Valid For One hundred twenty (120) Days

The Proposer agrees to be bound by its Proposal for a period of one hundred twenty (120) days commencing on the Submittal Date, during which time the City may request clarification or correction of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only that portion so amended or clarified.

B. Late Proposals

Late proposals will not be considered and will be returned to the Proposer unopened. The City assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual timely receipt.

C. Early Proposals

Any Proposal received prior to the Submittal Date may be modified or withdrawn by written request from the Proposer to RiverRock up to the Proposal Submittal Deadline.

XII. SELECTION PROCESS

A. Selection Process

1. The recommendation for selection will be made by a selection panel comprised of RiverRock staff, City staff and persons not employed by either RiverRock or the City but who have relevant knowledge and experience. Community stakeholders may or may not be included on the panel as voting members. No one directly associated with a Proposer will be allowed on the selection panel.

2. The selection process is divided into three (3) phases with the following maximum available points: evaluation of the written Proposal (80 points); evaluation of the oral interview (20 points); and reference checks (pass/fail). Please note that pursuant to Alameda Municipal Code (AMC) Section 2-62.4 a local preference of five percent (5%) may be awarded to Alameda local businesses who request the preference and who met the requirements contained in AMC Section 2-62.4. If awarded, the 5% will be added to the score after the oral interview.

3. The selection panel will review and evaluate all timely submitted written Proposals. Each selection panelist will score each written Proposal based upon the selection criteria listed in this RFP and provide the Project Manager with their score sheets.

4. The Project Manager will total the number of points received for each Proposal. The three (3) Proposers whose Proposals received the most number of points will be invited to participate in oral interviews.

5. The Project Manager will return the score sheets to the selection panel members so that their initial score will be available to them during the oral interviews and so they can complete the second half of their score sheet.

6. At the oral interview, the selection panel will expect each Proposer to present its team members, key staff and their qualifications. The project manager or day-to-day contact person for the Project must be present for the interview/presentation. The presentation will be followed by a question and answer period by the selection panel.

7. The City / RiverRock reserves the right to request additional clarifying information and written materials during or after the interview in order to aid in the evaluation process. In addition, the selection panel members may discuss the strengths or weaknesses of the Proposers or their Proposal immediately after the interviews.

8. Each selection panelist will score each interview based upon the information provided and the selection criteria listed in this RFP. If additional information was requested pursuant to Section XI.A.7. above, then the selection panel will delay scoring the interview until such additional information is received and reviewed. If a Proposer fails to provide the additional information by the date and time requested, the selection panel will score the interview without reviewing the additional information.

9. Once each selection panel member has scored the interview, he/she will give their completed score sheets to the Project Manager. The Project Manager will total all of the points received by each Proposer for both the written Proposal and the interview. The Project Manager may or may not average the score so long as the process of averaging is used consistently in evaluating each Proposer.

10. The Proposer with the highest score will be the selected Proposer may be invited to negotiate a final agreement. The Project Manager will also conduct reference checks on the selected Proposer. If an agreement is not reached or if the selected Proposer fails the reference check, negotiations may be terminated and commenced with the next highest scoring Proposer.

11. The recommendation of the selection panel will be submitted to the City Council, City Manager or Director of RiverRock as appropriate for award of contract.

B. Selection Criteria

The final selection will be based upon the following criteria:

- Proposer's Background and Credentials including any exceptions to the Sub management agreement and insurance requirements **(15 points)**
- Staffing **(20 points)**
- Financial, Administrative and Operational Reporting **(15 points)**
- Repair and Maintenance Program **(15 points)**
- Fees and Expenses **(15 points)**
- Client References **(Pass / Fail)**
- Alameda Local Business Preference **(5 % bonus)**
- Panel Interview **(20 points)**

XIII. BID PROTEST PROCEDURE

A Proposer who timely submitted a Proposal may protest pursuant to the protest procedures applicable to this RFP as follows:

1. Any Proposer who has timely submitted a Proposal may protest the recommended award by filing a protest which complies with this RFP Section **within (5) business days after the Announcement of the Selected Proposer Date listed on the first page of this RFP (as amended by written addendum, if any)**. Postmarking by the due date will not substitute for actual timely receipt.

2. The protest must be based on one or more of the following grounds:
- (i) the selected Proposer does not meet the minimum qualifications stated in the RFP or its exhibits;
 - (ii) the selected Proposal is nonresponsive in that it fails to offer all of the services requested in the RFP that have not either been modified or waived by the City / RiverRock;
 - (iii) the RFP or its exhibits were ambiguous or inconsistent in a materially significant way and such ambiguity or inconsistency gave the selected Proposer an unfair competitive advantage; or
 - (iv) the selection process was unfair in that the City / RiverRock failed to follow the stated selection process which gave an unfair competitive advantage to the selected Proposer and the selection process was not modified or waived pursuant to the RFP.

3. The City / RiverRock take a number of factors into account when making its selection and thus no single factor or criteria can outweigh all the others combined. As such, the following are generally not grounds for a valid protest:

- (i) The protester feels they have more experience than the selected Proposer;
- (ii) The protester feels they are better qualified than the selected Proposer;
or
- (iii) The protester offered a lower price for the same services.

4. The protest shall contain a full and complete written statement specifying in detail the grounds for the protest and the facts supporting the protest. The protest shall make specific reference to the applicable sections of the RFP, its exhibits and /or sections of the selected Proposal.

5. The protest shall be emailed or hand delivered to the Project Manager at the address and email listed in Section VI above with a copy to the selected Proposer.

6. The selected Proposer shall respond in writing to the allegations contained in the protest within three (3) business days of receipt thereof. The response shall be emailed or hand delivered to the Project Manager at the address and email listed in Section VI above with a copy to the protester.

7. The City Attorney will review the protest, the response and promptly initiate an investigation. The protester and all Proposers shall cooperate with any inquiries from City Attorney's Office.

8. At the conclusion of the investigation, the City Attorney shall issue a letter to the protester with a copy to the selected Proposer regarding his/her findings. The role of the City Attorney is to determine whether or not RiverRock and City staff followed the selection process outlined in the RFP and whether the RFP materials were materially ambiguous or inconsistent so as to give the selected Proposer an unfair economic advantage. If necessary, the City Attorney can recommend steps to correct the error; recommend that RiverRock stop negotiations with the selected Proposer and start negotiations with the next highest scoring Proposer; reject all Proposals and restart the RFP process or such other remedy as may be in the City's best interest.

9. It is not the role of the City Attorney to second guess RiverRock as to the relative strengths or weaknesses of the submitted Proposals. The City Attorney will not substitute his/her judgment for that of RiverRock so long as the RFP process has been substantially followed.

10. If the contract requires City Council approval, then a protester who is dissatisfied by the finding of the City Attorney shall have an opportunity to appear and be heard by the City Council at the public hearing to award the contract. The City Council's decision to award or not award the contract is final.

XIV. ADDITIONAL TERMS AND CONDITIONS

A. Nondiscrimination

The City / RiverRock will not discriminate against any interested individual, firm or Proposer on the grounds of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation.

B. City's Right to Modify RFP

The City / RiverRock reserves the right at its sole discretion to modify this RFP (including but not limited to the scope of services and/or the selection criteria) should the City deem that it is in its best interests to do so. Any changes to the proposal requirements will be made by written addendum. The failure of a Proposer to read the latest addendums shall have no effect on the validity of such modification.

C. City's Right to Cancel RFP

The City / RiverRock reserves the right at its sole discretion to cancel this RFP in part or in its entirety should the City / RiverRock deem that it is in the City's best interests to do so.

D. City's Right to Reject All Proposals

The City / RiverRock reserves the right, in its sole discretion, to reject all Proposal and not to award the contract should the City deem that it is in its best interests to do so. In addition, the City Council (if the contract requires City Council approval) may, in its reasonable discretion, disregard RiverRock's and City staff's recommendation and select a different Proposer than the one recommend by RiverRock and/or City staff.

E. City's Right to Extend RFP Deadlines

The City / RiverRock reserves the right to extend any of the deadlines listed on the first page of this RFP by written addendum should the City deem that it is in its best interests to do so.

F. City Right to Negotiate With Selected Proposer

The City / RiverRock reserves the right to negotiate with the selected Proposer regarding their exceptions to the standard service provider agreement, if any, or regarding other price and terms in their Proposal and to require the selected Proposer to submit such technical, price, or other revisions of their Proposals as may result from negotiations.

G. Sub management Agreement & Insurance

The selected Proposer will be expected to sign a sub management agreement with either RiverRock or the City. The sub management agreement and associated insurance requirements are attached as **Exhibit C**.

Comments or exceptions, if any, to the standard service provider agreement and/or insurance requirements must be noted in the Letter of Interest. It is understood that Proposers have reviewed the sub management agreement (**Exhibit C**) and will take exception only to those items identified in their Letter of Interest.

Neither review of the Proposal by RiverRock or the City nor an invitation for an interview, constitutes an acceptance by the City of the Proposer's recommended changes to the sub management agreement. If there are any concerns or proposed exceptions requested to the sub management agreement, these issues will be discussed at the time of the interview and/or during the Final Selection & Negotiations period.

H. Cost of Proposals

All costs incurred during proposal preparation or in any way associated with the Proposer's preparations, submission, presentation or oral interview shall be the sole responsibility of the Proposer.

I. Liability for Proposal Errors

Proposers are liable for all errors and omissions contained in their Proposals.

J. Permits and Licenses

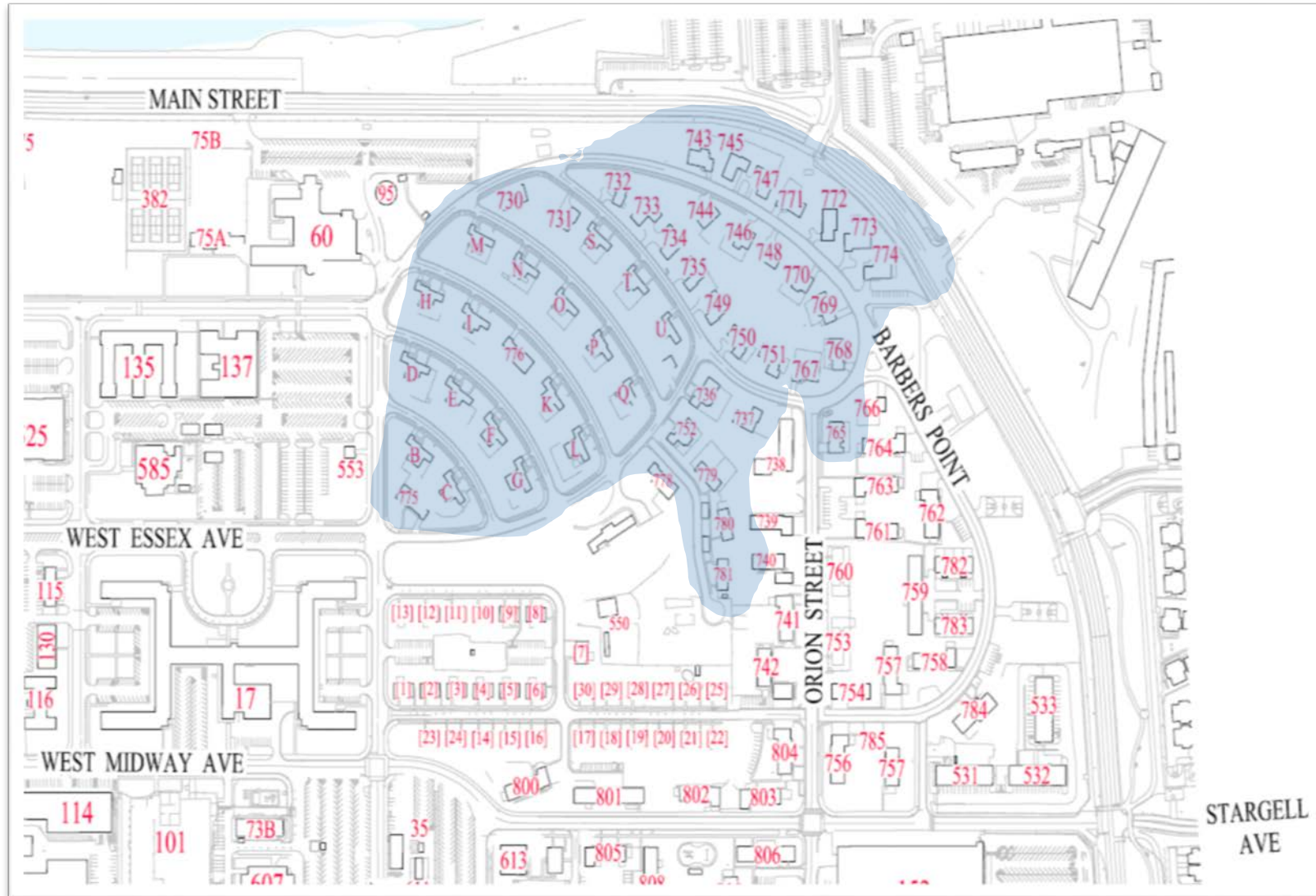
Proposer and all of Proposer's sub-consultants, at their sole expense, shall obtain and maintain during the term of any agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License which will be required in connection with the performance of services contained in their Proposal.

{End of RFP – Exhibits to Follow}

**EXHIBIT A – RESIDENTIAL PROPERTY MAP AND LIST OF PROPERTY
ADDRESSES**

Cover Sheet

Alameda Point Residential Area



Alameda Point Residential Area

Market rate residential rental address:

Rents as of December 2014

<u>Townhouses</u>	<u>Bedrooms</u>	<u>Bathrooms</u>	<u>Current rent</u>
2540-A Barbers Point Road	3	1.5/.5(one full, two half)	\$1650
2540-B Barbers Point Road	3	1.5/.5	\$1650
2540-C Barbers Point Road	4	2.5	\$2000
2540-D Barbers Point Road	4	2.5	\$1800
2601-A Barbers Point Road	3	1.5/.5	\$1650
2601-B Barbers Point Road	3	1.5/.5	\$1750
2601-C Barbers Point Road	3	1.5/.5	\$1650
2601-D Barbers Point Road	3	1.5/.5	\$1650
2651-A Barbers Point Road	3	1.5/.5	\$1650
2651-B Barbers Point Road	3	1.5/.5	\$1650
2651-C Barbers Point Road	3	1.5/.5	\$1650
2651-D Barbers Point Road	3	1.5/.5	\$1650
2600-A Lemoore Road	4	2.5	\$2100
2600-B Lemoore Road	4	2.5	\$1950
2650-A Lemoore Road	4	2.5	\$1950
2650-B Lemoore Road	4	2.5	\$1950
2700-A Lemoore Road	4	2.5	\$1950
2700-B Lemoore Road	4	2.5	\$1950

Total Townhouses

18

<u>Ranch Homes</u>	<u>Bedrooms</u>	<u>Bathrooms</u>	<u>Current rent</u>
2811 Barbers Point Road	4	2	\$2400
2820 Barbers Point Road	4	2	\$2400
2821 Barbers Point Road	4	2	\$2400
2830 Barbers Point Road	4	2	\$2400
2831 Barbers Point Road	3	2	\$2400
2840 Barbers Point Road	4	2	\$2500
2841 Barbers Point Road	4	2	\$2500
2850 Barbers Point Road	3	2	\$2200
2860 Barbers Point Road	3	2	\$2300
2861 Barbers Point Road	3	2	\$2100
2870 Barbers Point Road	4	2	\$2400
2901 Barbers Point Road	4	2	\$2500
2701 Lemoore Road	4	2	\$2600
2750 Orion	4	2	\$2200
2745 Pearl Harbor Road	4	2	\$2400
2756 Pearl Harbor Road	4	2	\$2400
2760 Pearl Harbor Road	4	2	\$2350
2775 Pearl Harbor Road	3	2	\$2200
2780 Pearl Harbor Road	3	2	\$2150
2790 Pearl Harbor Road	3	2	\$2400
2800 Pearl Harbor Road	3	2	\$2200

2820 Pearl Harbor Road	3	2	\$2200
2830 Pearl Harbor Road	3	2	\$2400
2840 Pearl Harbor Road	3	2	\$2500
2850 Pearl Harbor Road	3	2	\$2400
2855 Pearl Harbor Road	3	2	\$2400
2815 San Diego Road	4	2	\$2500
250 West Essex Drive	4	2	\$2500
301 West Essex Drive	4	2.5	\$2300
350 West Essex Drive	4	2	\$2500
555 West Essex Drive	4	2	\$2400

Total Ranch Homes**31**

<u>Big Whites</u>	<u>Bedrooms</u>	<u>Bathrooms</u>	<u>Current rent</u>
2765 Newport Road	4+	3.5	\$3100
2801 Newport Road	4+	3.5	\$3200
2815 Newport Road	4+	3.5	\$3400
2825 Newport Road	4+	3.5	\$2900
2805 Pearl Harbor Road	4+	3.5	\$2900
2825 Pearl Harbor Road	4+	3.5	\$2900
2845 Pearl Harbor Road	4+	3.5	\$2900
2775 San Diego Road (mgr)	4+	3.5	\$1900
2805 San Diego Road	4+	3.5	\$2900
2835 San Diego Road	4+	3.5	\$3000
2865 San Diego Road	4+	3.5	\$2900
2765 Seattle Road	4+	3.5	\$2900
2805 Seattle Road	4+	3.5	\$2900
2795 San Pedro Road	4+	3.5	\$2900
2815 San Pedro Road	4+	3.5	\$2800
2835 San Pedro Road	4+	3.5	\$2900
2845 San Pedro Road	4+	3.5	\$2900
2875 San Pedro Road	4+	3.5	\$3000
390 West Essex Drive (Admiral's House)	6	3.5	\$3800

Total Big Whites**19****Total residential units in portfolio****68**

EXHIBIT B – Scope of Work

Cover Sheet

Scope of Work

The following scope of work relating to this RFP is to be addressed in its submission:

1. Staffing, work assignments, supervision, and overseeing the payrolls of all employees engaged in managing, operating, leasing and maintaining of the Buildings.
2. Providing full financial control, accountability and reporting of Buildings' related income and expenses (including capital expenses) on a cash basis.
3. Administering all tenant leases and providing responsive tenant services. Verify that tenants are complying with all terms and conditions of the lease documents and all laws, codes, and reasonable policies that Owner and Manager may establish.
4. Marketing vacant units using appropriate marketing tools and platforms, and obtaining lessees at a lease rate and other terms acceptable to the Owner and Manager.
5. Ensuring the timely billing and collection of rent, deposits, fees, utility charges, and other revenue (such as late fees, damage charges, etc.). Providing strict accountability for all receipts and disbursements with respect to the operation of the Buildings. Ensuring diligence in the collection of rent and the initiative of appropriate collection action as necessary.
6. Supporting the established cash management procedures of the Owner for all funds received from the Buildings and for the processing of withdrawals to fund operations in a manner consistent with budgetary considerations of the Building.
7. Preparing annual operating and capital expenditure budgets as part of the annual Business Plan related to the Buildings.
8. Cooperate with outside auditors in the performance of an annual financial audit if required.
9. Conducting regular, routine inspections of the Buildings and noting deficiencies with proper corrective action to be implemented.
10. Maintaining all physical areas within the Buildings and exterior grounds to assure that appropriate levels of cleanliness, state of repair, and aesthetic appeal are maintained.
11. Conducting a preventative maintenance and inspection program.
12. Evaluating and (in conjunction with Owner) controlling all factors relating to liability, life safety, security, and environmental issues.
13. Maintaining an inventory listing and control of all building equipment and supply items.
14. Supervising all contractors engaged in providing routine or periodic services on behalf of the Buildings and administration of all service contracts; competitively bidding and negotiating contracts for those services as required.
15. Ensuring compliance with the requirements of the Fair Housing Act of 1968 and all other applicable federal, state and local fair housing laws, rules and regulations.
16. Overseeing and administering all necessary improvement projects
17. Coordinating and communicating with Owner's representatives (i.e. auditors, legal counsel, tax consultants, City Council, etc.).

EXHIBIT C – SAMPLE SUBMANAGEMENT AGREEMENT & INSURANCE

Cover Sheet

SUBMANAGEMENT AGREEMENT

THIS SUBMANAGEMENT AGREEMENT (this “Agreement”), is made as of _____ 2017 (“Effective Date”), between (COMPANY NAME), a (California corporation, partnership, sole proprietor, individual) (“Sub-Manager”), RiverRock Real Estate Group, a California Corporation (“Manager”) and the City of Alameda (“City”).

RECITALS

This agreement is entered upon the basis of the following facts, understanding and intentions of the City and Manager, sometimes collectively referred to herein as the “Parties”.

A. The City owns certain real residential property within Alameda Point (“the Alameda Point Residential Properties”) identified by address on the attached Exhibit A and incorporated herein by reference. Collectively, the Alameda Point Residential Properties shall be referred to as “the Managed Properties”.

B. The Manager desires to obtain the services of Sub-Manager as Sub- Manager of the Managed Properties with responsibilities for managing, operating, maintaining and servicing the Managed Properties as more specifically set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

ARTICLE I DUTIES OF SUB-MANAGER

Section 1.1 Appointment of Sub-Manager. The Manager hereby appoints Sub-Manager as Sub-Manager of the Managed Properties with the responsibilities and upon the terms and conditions outlined in this Agreement, and Sub-Manager hereby accepts such appointment.

Section 1.2 Property Management of the Managed Properties. The Sub-Manager shall diligently perform its duties hereunder and shall devote sufficient time and effort to the Managed Properties to ensure that they are managed, leased, operated, maintained and serviced in good, well-maintained condition and in a manner comparable to similar professionally managed developments. In addition to providing the Property Management Services (as hereinafter defined), Sub-Manager shall perform such other services as the Manager may reasonably request in connection with the Managed Properties.

Section 1.3 Specific Management Services. Sub-Manager will use its best efforts to obtain lessees or retain tenants of the Managed Properties at a lease rate and other terms acceptable to the City. Sub-Manager will negotiate the business terms of any prospective or renewed lease, subject to City’s review and approval. Sub-Manager may cooperate with other licensed real estate brokers in providing its services but no employee, affiliate or independent contractor of Sub-Manager may represent prospective or current tenants of the Managed Properties concerning a new or renewed lease of the Managed Properties. Without limiting the

generality of any other term or provision of this Agreement, Sub-Manager shall provide the following services (the "Property Management Services").

(a) Personnel. Sub-Manager shall hire, pay supervise and discharge all employees and personnel necessary for the operation of the Managed Properties as employees or personnel of Sub-Manager and not of the Manager or City. As of the Effective Date, _____ ("the Operation Team"), along with _____ ("the Listing Team") shall comprise the personnel of Sub-Manager assigned to perform the services under this Agreement. Sub-Manager may add or delete such persons from the Listing Team by notifying the Manager and the City in writing of such changes. Any additions of the Listing Team must be approved by the City and the Manager, each in its sole discretion. Such personnel shall in every instance be the employees or independent contractors of Sub-Manager and not of the Manager or the City. At the expense of Sub-Manager, executive personnel of Sub-Manager will be charged with the performance of Sub-Manager's obligations under this Agreement and with the general supervision, direction and control of the Managed Properties' personnel. Sub-Manager shall comply with all laws, statutes and ordinances relating to the employment of its employees, including, without limitation, those requiring workers' compensation insurance to cover all of Sub-Manager's employees. Sub-Manager shall remove from the Managed Properties all persons whom the Sub-Manager, in the exercise of its good business judgment, or whom the Manager or the City, each in its reasonable judgment, deems unnecessary or undesirable for the operation and management of the Managed Properties, which removal shall be in compliance with applicable laws, statutes and ordinances.

(b) Collection and Handling of Money.

(i) Sub-Manager shall diligently undertake the collection of rents and others charges payable by tenants of each of the Managed Properties under the terms of their leases and any sums otherwise payable to the City with respect to each of the Managed Properties. All sums collected by Sub-Manager shall be deposited immediately in an interest-bearing account (all interest shall accrue to the benefit of the City), approved by and established in the City's name, for the benefit of, and held in trust for, the City, in a bank which has been approved by the City. Funds collected by Sub-Manager from each of the Managed Properties shall not be commingled with any other funds collected by Sub-Manager from properties not a part of the Managed Properties. If required by law, Sub-Manager shall establish separate accounts for holding tenants' security deposits, and funds in such accounts shall not be commingled with other funds of Sub-Manager. Funds may only be withdrawn from the account by Sub-Manager for permissible expenditures pursuant to this Agreement.

(ii) Sub-Manager acknowledges that the City has certain regularly scheduled payments that it must make on a regular basis out of the revenues from certain of the Managed Properties, including debt service on bonds. Within fifteen (15) days after the end of each calendar month, Sub-Manager shall cause to be disbursed to the City all funds in any of the bank accounts established by Sub-Manager (other than any accounts established for the deposit of tenants' security deposits), less any amounts which are necessary in order to meet anticipated expenses of such Properties coming due during the next thirty (30) days, accompanied by the reports required under Section 1.3 (d) below.

(c) Surety Bond. Employees of Sub-Manager who are responsible for, or have access to, money of the City shall be bonded by a fidelity bond company at the expense of Sub-Manager or covered under Sub-Manager's crime insurance policy. Sub-Manager shall provide a crime insurance policy or a surety bond to the Manager and City in form, amount, and substance approved by the City's Risk Manager, which at a minimum shall be an amount equivalent to 60-90 days of receipts.

(d) Books and Records.

(i) Sub-Manager shall maintain complete books and records in accordance with generally accepted accounting principles applied on a consistent basis in connection with its management and operation of each of the Managed Properties and such books and records shall be clearly identified and readily accessible.

(ii) Sub-Manager shall make the books of account and all other records relating to, or reflecting the operation of each of the Managed Properties, including without limitation, computer records and electronic data, all of which Sub-Manager agrees to keep safe, available and separate from any records not relating to the Managed Properties, available to the Manager and City and their representatives at all reasonable times for examination, audit, inspection and transcription. Sub-Manager shall provide access to the Manager and City or their respective designees during normal business hours upon request by the Manager or City. The records for each of the Managed Properties shall be kept on-site at the principal office of the Sub-Manager. The Manager or City may examine and audit the records, make any copies or transcripts thereof it wishes, and inspect all work, data, documents, proceedings, and activities related to this Agreement. Such records shall be kept separate from other documents of Sub-Manager and shall be maintained for a period of three (3) years after receipt of final payment. For purposes of this provision, the term "record" shall have the definition it has in the Public Records Act of the State of California (Cal. Gov't. Code Section 6250 *et seq.*)

(iii) Upon the Manager's or City's reasonable request, Sub-Manager shall deliver to the Manager and City copies of any source materials utilized by Sub-Manager in preparing the records, books and accounts.

(iv) Upon termination of the Agreement, Sub-Manager, at the City's written request, shall turn over copies of all such books and records to the City.

(v) Sub-Manager agrees to render to the Manager on or before the twentieth (20th) day of each calendar month a detailed financial report as specified in Article III. Sub-Manager shall, at the Manager's written request (such request to be not less than sixty (60) days), have an annual audit of the books and records of each of the Managed Properties made by a firm of certified public accountants or others auditors approved by the Manager and City, which audit shall be certified as to the fairness of the presentation of such financial statements and notes and the preparation thereof in accordance with generally accepted accounting principles applied on a consistent basis, but shall in no event include any tax return preparation relating to each of the Managed Properties. The expense of the annual audit shall be an expense of the City.

(vi) If supplemental examination or audit of the records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records determines there is an error that

exceeds 5% of the total annual operating expenses, then Sub-Manager shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

(vii) Sub-Manager will cooperate with, and give reasonable assistance to, any accountant or other person designated by the City to examine such records.

(e) Repairs and Maintenance.

(i) Sub-Manager shall make all repairs and perform all maintenance on the buildings, grounds and other improvements of the Managed Properties necessary to maintain the Managed Properties in good well-maintained condition, in a manner comparable to similar professionally managed developments and any other reasonable standards approved by the Manager from time to time. Sub-Manager shall also use commercially reasonable efforts to perform or furnish any and all emergency repairs or services necessary for the preservation of the Managed Properties or to avoid the suspension of any service to any of the Managed Properties or danger to life or property. Sub-Manager shall give prompt notice of any emergency repairs to the Manager and to make reasonable efforts to secure the Manager's prior written approval. Emergency repairs or services may be made or furnished by Sub-Manager without the Manager's prior approval, but only if it is not reasonably feasible to secure such prior approval. In any event, Sub-Manager shall, not later than two (2) business days after performing or furnishing an emergency repair or service, notify the Manager of the details and cost thereof.

(ii) Notwithstanding the provisions of Section 1.3 (e) (i) above, Sub-Manager's obligations for repair and maintenance of any of the Managed Properties shall not include repair and maintenance of utilities located within the public rights of way. The Sub-Manager shall maintain, or cause to be maintained, the lateral utility lines from the area on the Managed Properties outside the public rights of way and within the buildings for each of the Managed Properties. The utilities located within the public rights of way (or street areas which are intended to become public rights of way) shall be the responsibility of the City or the responsible utility. For purposes of determining what constitutes "public rights of way," the parties hereto agree the "public rights of way" shall mean the existing roadways up to the curb line.

(f) Service Contracts. Subject to the provisions of Section 2.2 below, Sub-Manager shall enter into, as "**COMPANY NAME** as agent for the City of Alameda" as contractor (unless the City otherwise directs), contracts (in the City's approved form of contract attached hereto as Exhibit B) for the furnishing to the Managed Properties of such utility, maintenance and other services and for the acquisition of such equipment and supplies as may be necessary for the management, operation, maintenance and servicing of the Managed Properties in accordance with this Agreement. Unless otherwise approved in writing by the Manager, all such contracts entered into pursuant to this subsection shall be cancelable upon more than thirty (30) days' prior written notice and shall be assignable to the Manager or City, at the Manager's or City's request. To the extent that any such contracts entered into pursuant to this subsection are required to be in the name of the City, as contractor, such contracts shall be submitted to the City for processing, review and execution by the City. Sub-Manager shall be responsible to enforce the terms of, and the performance for, all such contracts entered into pursuant to this subsection. The City shall have the right to enforce the obligation of the contract, whether the contractor is the Sub-Manager or the City.

(g) Other Services. Sub-Manager shall perform all other services which are normally performed in connection with the operation and management of similar professionally managed developments; and specifically, without limiting the generality of the foregoing, Sub-

Manager shall perform, without additional charge, all services normally provided to tenants of similar developments.

(h) Compliance With Laws, Permits, and Licenses. With regard to the performance of the Property Management Services, Sub-Manager shall take such action as may be necessary to comply with all laws, rules and regulations and any and all orders or requirements of any governmental authority having jurisdiction there over affecting the Managed Properties. Sub-Manager shall be responsible for assuring that all use permits necessary for tenancies are obtained by such tenants. Sub-Manager shall not knowingly permit the use of the Managed Properties for any purpose which might void or increase the premiums payable under any insurance policies held by the City. Sub-Manager shall obtain and maintain during the term of this Agreement all appropriate permits, certificates and licenses, including, but not limiting to, a City of Alameda Business License, that may be required in connection with the performance of services hereunder. To the extent permits, certificates or licenses are necessary for Sub-Manager to conduct its operations, the cost of such permits, certificates and licenses shall be at Sub-Manager's sole expense and not an expense paid out of revenues from the Managed Properties.

(i) Legal Actions. Any proposed legal action in connection with a tenant, including actions to evict tenants in default and to recover possession of such tenants' premises, shall be referred to the City Attorney's office acting as general counsel for the City for review and handling. Sub-Manager shall have no right to initiate, settle, compromise or release such actions or suits or reinstate such tenancies without prior written approval of the City and the City Attorney.

(j) Notices. Sub-Manager shall promptly deliver to the Manager and City all notices received from any contractor, subcontractor, governmental or official entity, any tenant or any other party with respect to the Managed Properties. Sub-Manager may sign and serve in the name of the City any and all notices required in connection with the proper performance by Sub-Manager of the Property Management Services.

(k) Notices of Claim of Injury or Damage. Sub-Manager shall notify the Manager and City of any personal injury or property damage occurring to, or claimed by, any tenant or third party on or with respect to the Managed Properties promptly upon obtaining actual knowledge thereof and to promptly forward to the Manager and City any summons, subpoena, or legal document served upon the Sub-Manager relating to actual or alleged potential liability of the Manager or City, the Sub-Manager or the Managed Properties within two (2) business days of receipt thereof.

(l) Cooperation. Sub-Manager shall give the Manager and City all pertinent information in its possession and provide reasonable assistance in the defense or disposition of any claim, demands, suits or other legal proceedings which may be made or instituted by any third party against the Manager or City which arise out of any matters relating to the Managed Properties, this Agreement or Sub-Manager's performance hereunder.

(m) Leasing. Sub-Manager shall provide those leasing services set forth in Exhibit C attached to and made a part of this Agreement in connection with the Managed Properties specified in Exhibit A.

(n) Tenant Relations. Sub-Manager shall make itself fully familiar with the terms and provisions of all leases for areas within the Managed Properties, shall perform all delegable property management duties of the City as landlord under each such lease, so that such lease

shall remain in full force and effect, with no default by the City, and shall enforce the full performance of all obligations of the tenant under each such lease. Sub-Manager shall maintain business-like relations with tenants, receive requests, complaints and the like from tenants and respond and act upon the foregoing in reasonable fashion. To insure full performance by tenants of all their obligations, Sub-Manager shall inspect the Managed Properties at least monthly per section 1.3 (r) below, and, if appropriate, shall notify all tenants of all rules, regulations, and notices as may be promulgated by the Manager, City, governing bodies and insurance carriers. If a lease with any tenant requires that the tenant maintain any insurance coverage, Sub-Manager shall obtain insurance certificates and endorsements from such tenant evidencing compliance with the lease terms, and shall promptly notify the Manager if it is unable to obtain such certificates.

(o) Taxes and Assessments. Sub-Manager, at the Manager's or City's request, agrees to annually review, and submit a report on all real estate and personal property taxes and assessments affecting the Managed Properties (and if so requested, Sub-Manager may engage outside consultants at the City's expense with the City's prior written approval) and to initiate and pursue appeals of same, if so directed by the Manager or City.

(p) Inventories and Supplies. Sub-Manager agrees to supervise and purchase, or arrange for the purchase, in an economical manner, of all inventories, provisions, supplies and operating equipment which, in the normal course of business, are necessary and proper to maintain and operate the Managed Properties in a first-class manner.

(q) Hours. At all times during normal business hours, Sub-Manager agrees to be available to, or cause a representative of Sub-Manager to be available to, tenants of the Managed Properties.

(r) Inspections. Sub-Manager shall perform periodic comprehensive inspections of the Managed Properties, and report on such inspections to the Manager at least annually. In addition, Sub-Manager shall inspect all exterior areas of the Managed Properties for safety hazards, inclusive of sidewalk inspections, on a monthly basis and shall report on such inspections to the Manager. Sub-Manager shall also inspect all premises upon termination of leases, and shall inspect the roofs of buildings within the Managed Properties annually and report on such inspections to the Manager.

(s) Assistance with Proposed Sale, Financing, Refinancing. Sub-Manager agrees to cooperate with, and assist the City in any attempt by the City to sell, finance or refinance any of the Managed Properties without such cooperation giving rise to compensation. Such cooperation shall include, without limitation, answering prospective purchaser' or lenders(s)' questions about the Managed Properties or tenant leases, notifying tenants about the sale of any of the Managed Properties, and obtaining estoppel certificates. When requested by the City, Sub-Manager shall prepare a list of all personal property owned by the City and used at any of the Managed Properties or in their operation. Upon request, Sub-Manager shall diligently seek to obtain lease estoppel certificates (on a form approved by the City) from tenants for the benefit of the City and/or any proposed purchaser and/or mortgagee.

Section 1.4 Construction Management Services. Without limiting the generality of any other term or provision of this Agreement, Sub-Manager shall provide the following

services (the “Construction Management Services”) in furtherance of the redevelopment and reuse of the Managed Properties:

(a) Sub-Manager shall (i) prepare budgets for the construction of certain capital improvements, capital repairs and tenant improvement work designated by the Manager (Collectively the “Work”), (ii) supervise other Consultants (as defined herein) for the Work, and (iii) perform such other services as are reasonably requested in writing by the Manager from time to time in connection with the planning, development and construction of the Work, or as may be necessary to complete the planning, development and construction of the Work. Sub-Manager further agrees to perform such other extraordinary services as the Manager may direct from time to time, in writing, provided that the City shall reimburse Sub-Manager for Sub-Manager’s cost in performing same.

(b) All contracts for the design, development and construction of any improvements for the Work including, without limitation, all contracts with engineers, architects, consultants, designers and contractors (who shall sometimes collectively be referred to herein as the “Consultants”) shall be in the name of the City and shall, at the direction of the City, be executed by the City or by the “COMPANY NAME as agent for the City of Alameda”.

(c) At the request of the Manager or City, or in the reasonable discretion of Sub-Manager, contracts for the Work shall be awarded on the basis of competitive bidding, solicited in the following manner:

- (i) A minimum of three (3) written bids shall be obtained for any work over \$5,000;
- (ii) Compliance with the terms and conditions of this Agreement;
- (iii) Each bid will be solicited in a form prescribed by the Sub-Manager so that uniformity will exist in the bid quote;
- (iv) Sub-Manager shall provide the Manager and the City with all bid responses accompanied by the Sub-Manager’s recommendations as to the most acceptable bid. If the Sub-Manager advises acceptance of other than the lowest bidding, the Sub-Manager shall adequately support, in writing its recommendations; and
- (v) The Manager or City shall be free to accept or reject any and all bids.

The Manager or City will communicate in writing to Sub-Manager its acceptance or rejection of bids.

(d) At the request of the Manager, prior to submitting any of the Work for bid, the Manager shall approve all plans and specifications relating to the Work and all costs for the completion of any and all plans and specifications shall be deemed to be a part of the Work.

(e) Sub-Manager shall administer the various contracts relating to the Work. Sub-Manager shall be responsible for keeping the Manager informed with respect to the progress of the Work. Sub-Manager shall not be responsible for (i) the quality or quantity of the Work, nor the construction means, methods, techniques, sequences or procedures employed by contractors in the performance of their contracts; (ii) the failure of any contractor to complete the Work in accordance with the contract documents, the acts or omissions of any contractors, subcontractors or their agents or employees, or any other persons performing portions of the Work; (iii) any errors, inconsistencies or omissions which may be contained in the plans and specifications relating to the Work, (iv) acts or omissions of the City, its agents (other than Sub-Manager) and employees; (v) any payments to contractors, subcontractors, material suppliers or any other parties; (vi) any delays in the completion of the Work; (vii) the enforcement of any contract pertaining to the Work; (viii) adherence to any budget for the completion of the Work; and (ix) any other matters not expressly made the responsibility of Sub-Manager herein.

(f) (i) Subject to the provisions herein set forth, and subject to the availability of funds therefor, Sub-Manager shall deliver all progress payments to the contractors in accordance with the provisions of the construction contracts relating thereto for Work performed thereunder which is undisputed and in accordance with the plans and specifications relating thereto, and shall make all payments to professionals for services rendered under the professional contracts relating thereto. Notwithstanding the foregoing, the Manager shall have the right to approve the invoices relating thereto, which invoices shall be prepared by the Sub-Manager and shall detail the particular work performed or service rendered, identify the person or firm performing such work or service, and shall set forth the amount due for such work or services; provided, however, the Sub-Manager shall have the right, but not the obligation, to pay directly any contractor and/or professional amounts not exceeding Five Thousand Dollars (\$5,000.00) with respect to any such contractor or professional, prior to the Manager's approval of the invoices relating thereto.

(ii) Sub-Manager may withhold disbursement to any contractor and/or professional for a period of not more than thirty (30) days following the Manager's approval of the invoice relating thereto if the Sub-Manager reasonably deems the performance of such contractor or professional unsatisfactory under the applicable contract.

(iii) Payment of all sums to the contractors and the professionals for Work performed shall be subject to Section 4.3 of this Agreement.

(iv) All construction contracts which are let in accordance with the provisions of this Agreement shall provide for ten percent (10%) holdback from the amounts due under each progress payment, with the entire amount of the holdback under such contract, subject to the terms and conditions contained in the applicable contract, payable to such contractor or material provider within thirty-five (35) days following the recordation of a valid Notice of Completion or upon Sub-Manager's review and approval of all project costs. Notwithstanding anything of the contrary set forth in this Section 1.4, the Manager acknowledges and agrees that the Sub-Manager shall in no way be construed to be engaging in the performance of any construction or design activities.

ARTICLE II

CITY RIGHTS AND OBLIGATIONS

Section 2.1 Managed Properties Materials in Possession of City. Sub-Manager acknowledges and agrees that it has access to the documents and information required for the management of the Managed Properties including, but not limited to, all leases, amendments and correspondence related thereto, the status of rental payment, copies of service contracts in effect, and all applicable insurance policies. Upon Sub-Manager's request, the City shall provide any additional such documents it may have in its possession.

Section 2.2 Approval of Contracts. Notwithstanding any term or provision of this Agreement to the contrary, except in the case of an emergency situation involving danger to persons or property, or as otherwise approved by the Manager or City, no contract or agreement for equipment, supplies, services or any other item shall be entered into by "COMPANY NAME" as agent for the City of Alameda" or by Sub-Manager, in its name, on behalf of the City, unless Sub-Manager shall have first complied with, or used a procurement process consistent with, the City's procurement policies applicable to equipment, supplies and materials, a copy of which has been furnished to Sub-Manager, or in the case of services, Sub-Manager shall have first obtained and submitted to the Manager three (3) competitive, written bids for the

performance or furnishing of the same, and the Manager shall have approved the awarding of such contract or agreement. All service contracts shall contain a provision permitting the City to terminate such contracts and shall comply with the provision of Section 1.3(f) above. Notwithstanding any other provision of this Agreement to the contrary, in no event shall Sub-Manager enter into, on behalf of the City, any agreement with Sub-Manager (including “COMPANY NAME as agent for the City of Alameda”) and/or any affiliate of Sub-Manager without the prior written consent of the Manager or City, which consent shall specifically reference the affiliation of Sub-Manager with the contracting party.

Section 2.3 Manager’s Representative. For the purposes of administering this Agreement, Sub-Manager shall communicate with and take direction from the Manager’s representative, (currently Rich Piette), in connection with Sub-Manager’s performance of its obligations under this Agreement. The Manager may change its representative by providing written notice to Sub-Manager.

ARTICLE III

BUDGETS AND REPORTS

Section 3.1 Budgets. Sub-Manager acknowledges that the fiscal year for the City is July 1- June 30. No later than February 15th of each year, or such other date specified in a written notice from the Manager to Sub-Manager, Sub-Manager shall submit to the Manager, for the Manager’s written approval (which shall not be unreasonably withheld), proposed budget for each of the Managed Properties, and a description of the Property Management Services to be provided by Sub-Manager during the next fiscal year. Sub-Manager shall provide such other financial data and other information as may be required by the Manager in connection with the preparation of its annual business plan or which may otherwise be reasonably requested by the Manager.

Section 3.2 Compensation for Property Management Services. The City shall pay to Sub-Manager as compensation for performing the Property Management Services in furtherance of the development of the Managed Properties a monthly amount of the greater of \$_____ or _____% of gross monthly collections from the property.

(a) If the Sub-Manager desires to adjust the budget, the Sub-Manager shall send written notice (the “Budget Adjustment Request”) to the Manager. The Budget Adjustment Request shall include the proposed budget adjustments. In no event shall such adjustments collectively exceed three (3%) of the prior year’s annual budget.

(b) The Parties agree to negotiate in good faith any such budget adjustments requested in the Budget Adjustment Request.

(c) If the Parties either (i) do not reach agreement regarding the requested budget adjustments, or (ii) if the Manager does not approve the requested budget adjustment, then the annual budget shall not be adjusted and shall be the same as the annual budget approved and in place at the time the Budget Adjustment Request was received by the Manager.

Section 3.3 Monthly Reports. On or before the fifteenth (15th) day of each calendar month, Sub-Manager shall deliver to this Manager, for each lease area within each of the Managed Properties, and also for each of the Managed Properties as a whole, the following reports, for the preceding month:

(a) Accounting. A cash flow operating statement, a funds from operation statement (cash basis), an income statement (cash basis), a balance sheet (cash basis) and a statement of

cash flows. Such statements shall present the results of operation of each lease area within the Managed Properties and the Managed Properties as a whole for the preceding calendar month and for the year-to-date.

(b) Rent Roll and Account Receivable Aging Reports. Reports setting forth a rent roll, presentation rent roll, tenant delinquencies and the aging of accounts payable.

(c) Inspection Reports. A report of all significant and material findings, if any, of Sub-Manager's inspections of tenants' premises pursuant to this Agreement.

(d) Capital Expenditure Reports. Reports providing details of capital expenditures, including tenant improvements, for the preceding month and for the remainder of the calendar year, itemized by type of capital expenditure.

(e) Updated Forecast. A statement setting forth in detail the estimated revenues, expenses, capital expenditures, for each of the remaining months of the calendar year. Sub-Manager shall also set forth on a monthly basis the estimated cash flow to the Manager.

(f) Book and Tax Projections. If requested by the Manager (at the City's cost), projections of the current year's net income or loss on a book and tax basis, together with statements supporting the calculation of these projections. The Manager will notify Sub-Manager of the specific date on which the projections are due.

(g) Receivables Aging Reports. A list of all accounts receivable outstanding as of the end of the preceding month, specifying the amount due, the nature of the receivable, the person or entity from whom due, the age of the receivable and a summary of collection efforts to date.

(h) Bank Reconciliation. A reconciliation for each of the City's bank accounts related to each of the Managed Properties of the activity in such account for the preceding month and for the year-to-date.

Section 3.4 Annual Reports. Within forty-five (45) days after the end of each calendar year, Sub-Manager shall deliver to the Manager a cash flow operating statement, a funds from operations statement (cash basis), an income statement (cash basis), a balance sheet (cash basis) and a statement of cash flows, each for or as of the end of the immediately preceding year.

Section 3.5 Format. At the Manager's request, Sub-Manager shall make available to the Manager all reports required hereunder in an electronic format reasonably acceptable to the Manager and compatible with the City's computer system and software. All reports required to be provided by this Agreement shall be printed on recycled paper.

Section 3.6 Use of Reports. All reports prepared by Sub-Manager may be used by the Manager or City in execution or implementation of:

- (a) The original services for which Sub-Manager was hired;
- (b) Continuation of the services by others;
- (c) Subsequent additions to the original services; and/or

(d) Other services being furnished to the City, as the Manager or City deems appropriate.

Section 3.7 No Distribution Without Approval. No report, information or other data given to or prepared or assembled by Sub-Manager pursuant to this Agreement shall be made available to any individual or organization by Sub-Manager without prior written approval by the Manager or as required by law.

ARTICLE IV

EXPENSES

Section 4.1 Expense of City. All payments made, or expenses incurred, by the Sub-Manager in the performance of the Property Management Services shall be paid or reimbursed by the City, except as otherwise provided in this Agreement. Both Parties acknowledge that the City shall not be obligated to pay or reimburse the Sub-Manager for any expenses incurred by the Sub-Manager in its performing its Leasing Services as described in Exhibit C including the expenses for office equipment, office supplies of the Sub-Manager, postage or overnight delivery cost, for any general overhead expense of the Sub-Manager, or for any salaries of those employees and/or agent types, and all such employees shall be compensated directly by the Sub-Manager.

Section 4.2 Payment by the Sub-Manager, Subject to Section 4.3 below, without the necessity of obtaining the prior written consent of the Manager, the Sub-Manager shall make all payments for repairs and maintenance cost incurred and equipment and supply purchases made in accordance with this Agreement, and under contracts existing prior to the effective date of this Agreement or approved or authorized pursuant to this Agreement, but only if such payments (a) will not cause the annual expenditure under a budget line item to exceed the approved budget by the lesser of Five Thousand and No/100ths Dollars (\$5,000.00) or ten percent (10%) or more of the amount of such budget line item, and (b) will not, as result of actual savings to date in other budget line items, cause the total projected annual expenditures to exceed the approved budget. However, in the case of casualty, breakdown in machinery or other similar emergency, the Sub-Manager may make reasonable payments for repairs, maintenance, equipment or supplies in excess of such authorization amounts if, in the reasonable opinion of the Sub-Manager, emergency action prior to written approval is necessary to prevent additional damage or a greater total expenditure, to protect the Managed Properties from damage or to prevent a default on the part of the City as landlord under a lease, but in no event shall the Sub-Manager be authorized to expend more than Five Thousands and No/100ths Dollars (\$5,000.00). In such cases, such authority shall terminate upon the cessation of the emergency and the Sub-Manager shall notify the Manager of the expenditure within two (2) days after such expenditure.

Section 4.3 Source of Payment. Any authorized payments made by the Sub-Manager on behalf of the City shall only be made out of such funds as the Sub-Manager may from time to time hold for the account of the City or as may be provided by the City.

ARTICLE V

NONDISCRIMINATION AND EQUAL OPPORTUNITY

Section 5.1 Nondiscrimination. Neither the Manager, City, Sub-Manager nor anyone authorized to act for any of them, shall, in the rental, lease or sale, in the provision of service, or

in any other manner, discriminate against any person on the grounds of race, color, creed, religion, handicap, sex, sexual orientation or national origin, and Sub-Manager hereby agrees to comply with all laws, regulations and ordinances pertaining thereto.

Section 5.2 Equal Opportunity. Sub-Manager is an equal opportunity non-discriminatory employer. Sub-Manager and the Manager each mutually agree that there shall be no discrimination against, or segregation with respect to any person or of a group of persons on account of race, color, religion, creed, sex, sexual orientation or national origin in leasing, transferring, use, occupancy, tenure or enjoyment of the Managed Properties, nor shall the Manager or Sub-Manager permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants.

ARTICLE VI

INDEMNIFICATION

Sub-Manager shall indemnify, defend and hold harmless the Manager, City, its City Council, Alameda Power and Telecom, the Alameda Housing Authority, the Successor Agency to the Community Improvement Commission of the City of Alameda, and their boards, councils, commissions, officials, employees and volunteers (collectively, "Indemnitees"), from and against any and all loss, damages, liability, claims, suits, cost and expenses whatsoever, including reasonable attorneys' fees (collectively, "Claims") regardless of the merits or outcome of any such Claim, arising from or in any manner (a) connected to Sub-Manager's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement or any acts beyond the scope of Sub-Manager's authority hereunder, (b) by any person or entity for commissions or brokerage fees based on agreements between the claimant and Sub-Manager, or (c) accruing to or resulting from any and all persons, firms or corporations with whom Sub-Manager, as agent for the City has a contract to furnish or supply work, services, materials, equipment or supplies arising from or in any manner connected to Sub-Manager's negligent act or omission regarding performance of services or work conducted or performed pursuant to this Agreement or any acts beyond the scope of Sub-Manager's authority hereunder. If Claims are filed against Indemnitees which allege negligence on behalf of the Sub-Manager, Sub-Manager shall have no right of reimbursement against Indemnitees for the cost of defense even if negligence is not found on the part of Sub-Manager. However, Sub-Manager shall not be obligated to indemnify Indemnitees from Claims arising from the sole or active negligence of Indemnitees, or the willful misconduct of Indemnitees. The foregoing indemnities shall survive termination of this Agreement.

ARTICLE VII

INSURANCE

Section 7.1 Liability Coverages. Sub-Manager, at its cost, shall maintain, or cause to be maintained, the following insurance coverage during the term of this Agreement:

(a) Comprehensive, broad form general liability insurance, in an amount not less than Three Million Dollars (\$3,000,000), combined single limit. At least \$1,000,000 shall be primary as to general liability insurance and the remainder may be maintained, as applicable, as umbrella or excess liability coverage.

(b) Automobile liability insurance for owned, hired or non-owned vehicles, in an amount not less than One Million Dollars (\$1,000,000), combined single limit.

(c) Workers' compensation, as required by law, and employer's liability in an amount not less than One Million Dollars (\$1,000,000).

(d) Two Million Dollars (\$2,000,000) of professional liability insurance for errors and omissions for the professional acts, errors and omissions of Sub-Manager or its employees and agents related to any services performed by Sub-Manager hereunder requiring a real estate broker's license.

(e) Sub-Manager shall not undertake or permit to be undertaken any construction involving heavy equipment, such as grading or earthmoving equipment, without prior approval of the Manager, which may be conditioned upon requiring additional insurance from Sub-Manager or the contractor or subcontractor performing the work.

(f) With respect to construction or other services by contractors in the Managed Properties other than as described in Subsection (e) above, Sub-Manager shall cause the construction contractors and subcontractors to provide the following insurance coverage:

(i) Comprehensive, broad form general liability insurance, including products and completed operations, in amounts not less than:

(A) For construction contracts under \$100,000 and all service and consultant contracts:

\$1,000,000 per occurrence
\$1,000,000 in the aggregate, or
\$1,000,000 combined single limit

(B) For construction contracts under \$100,000 and all capital improvement projects:

\$1,000,000 per occurrence
\$2,000,000 in the aggregate, or
\$2,000,000 combined single limit

If such insurance is provided under a blanket policy, a separate general liability and completed operations aggregate limit shall apply to each of the Managed Properties. The completed operations coverage shall be maintained for at least two (2) years following completion of construction.

(ii) Liability insurance of owned, hired and non-owned vehicles in amounts not less than:

(A) For construction contracts involving large trucks and heavy equipment:

\$2,000,000 per occurrence
\$2,000,000 in the aggregate, or
\$2,000,000 combined single limit

(B) For all other construction contracts over \$100,000:

\$1,000,000 per occurrence
\$2,000,000 in the aggregate, or

\$2,000,000 combined single limit

(C) Notwithstanding subsection (ii) (A) above, for all contractors driving in the course and scope of contract:

\$500,000 per occurrence
\$500,000 in the aggregate

(iii) Workers' compensation, as required by law, and employer's liability in an amount not less than One Million Dollars (\$1,000,000).

(iv) If required by the City's risk manager (to be determined on a case by case basis) professional liability insurance in an amount not less than One Million Dollars (\$1,000,000).

(v) If required by the City's risk manager (to be determined on a case by case basis), pollution legal liability insurance in an amount not less than One Million Dollars (\$1,000,000).

(g) Sub-Manager shall also cause contractors and subcontractors to maintain as applicable, umbrella, or excess liability, coverage, in an amount not less than Three Million Dollars (\$3,000,000) unless the City's Risk Manager expressly approves in writing lesser amounts. Such insurance shall be in excess of all liability coverages required in the above subsections to be maintained by the contractors and subcontractors.

(h) To the extent Sub-Manager is directly or indirectly involved in any type of excavation on or adjacent to any of the Managed Properties, it must obtain prior written approval of the Manager, which may condition such approval on requiring pollution legal liability insurance in an amount to be determined by the City's Risk Manager based on the scope of work.

Section 7.2 General Requirements.

(a) Required Provisions. All insurance policies required under this Article VII others than workers' compensation and professional liability insurance for errors and omissions shall (i) name the Manager and City and all other parties specified in Section 7.2 (f) below as additional insured, (ii) be issued by an insurer and be in a form and contain terms, all reasonably approved by the City's Risk Manager, (iii) provide that such policies shall not be cancelled nor shall any material change be made therein without at least thirty (30) days' prior written notice to the Manager and City, and (iv) provide that any loss shall be payable to the Manager and City and any other additional named insured specified in section 7.2 (f) below notwithstanding any act or negligence of Sub-Manager which might otherwise result in forfeiture of such insurance. All commercial general liability, vehicle liability, and workers' compensation insurance required under this Article VII shall include a waiver of subrogation endorsement.

(b) Rating. All insurers providing the coverages specified in this Article VII shall be rated A-VII or better by Best's and shall otherwise be subject to the prior approval of the City's Risk Manager.

(c) Certificates of Insurance. On or before the commencement of the term of this Agreement, Sub-Manager shall furnish the Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance

coverage in compliance with this Agreement. Such certificates, which do not limit Sub-Manager's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the Manager and City of Alameda by certified mail, Attention: Risk Manager." It is agreed that Sub-Manager shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company or companies licensed to do insurance business in the State of California and domiciled in the United State of America. Evidence of insurance with endorsements naming the additional insureds specified in Section 7.2 (f) below shall be submitted with the insurance certificates. Sub-Manager shall also provide the City with certificates evidencing and further insurance coverages required by this Article VII (whether maintained by Sub-Manager or by contractors and subcontractors) prior to commencement of any activity or operation which could give rise to a loss to be covered by insurance. Replacement certificates shall be sent to the Manager and City's Risk Manager as policies are renewed, replaced or modified.

(d) Investigation of Claims. Sub-Managers shall promptly report any conditions or incidents of which Sub-Manager becomes aware which could give rise to a claim or lawsuit against to the Manager or City or involving any of the Managed Properties. Sub-Manager shall promptly investigate and make a full, timely, written report to any insurance company providing coverage, with a copy of the Manager and City's Risk Manager, of all accidents, claims, or damage relating to the ownership, operation and maintenance of any of the Managed Properties, any damage or destruction to any of the Managed Properties and the estimated cost of repair thereof, and shall prepare any and all further reports required by any such insurance company in connection therewith. Sub-Manager shall have no right to settle, compromise or otherwise dispose of any claims, demands or liabilities against the Manager or City, whether or not covered by insurance, without the prior written consent of the Manager or City's Risk Manager.

(e) Failure to Secure. If Sub-Manager at any time during the term hereof should fail to secure or maintain the foregoing insurance, the Manager shall be permitted to obtain such insurance in Sub-Manager's name or as an agent of the City and shall be compensated by Sub-Manager for the cost of the insurance premiums at the maximum rate permitted by law and computed from the day written notice is received that the premiums have not been paid.

(f) Additional Insureds. The Manager, City, the City Council, Alameda Power and Telecom, the Successor Agency of the Community Improvement Commission of the City of Alameda, the Housing Authority of the City of Alameda, and their respective boards, commissions, officers, employees and agents shall be named as additional insureds under all insurance coverages required by this Agreement except the Workers' Compensation coverage and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy or any extension thereof. The insurance Sub-Manager is required to carry or cause to be carried under this Agreement shall be primary to the extent of its indemnity obligations. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance required to be provided by this Agreement except to the extent of the additional insured's indemnity obligations.

(a) Deductibles. All deductibles shall be subject to the approval of the City's Risk Manager. No self-insured retentions shall be permitted.

(b) Subrogation Waiver. Sub-Manager agrees that in the event of loss due to any of the perils for which Sub-Manager has agreed to provide comprehensive general and automotive liability insurance, Sub-Manager shall look solely to Sub-Manager's insurance for recovery. Sub-Manager hereby grants to the Manager and City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Sub-Manager, the City or the Manager with respect to the services of Sub-Manager herein, a waiver of any right to subrogation which any such insurer of Sub-Manager may acquire against the Manager or City by virtue of the payment of any loss under such insurance.

(c) Sufficiency of Insurance. The insurance limits required by the Manager are not represented as being sufficient to protect Sub-Manager. Sub-Manager is advised to confer with Sub-Manager's insurance broker to determine adequate coverage for Sub-Manager.

ARTICLE VIII

TERM AND TERMINATION

Section 8.1 Term. The term of this Agreement commenced on the Effective Date, and shall continue until _____, unless sooner terminated in accordance with its terms. Subject to termination pursuant to Sections 8.2 or 8.3 below, this Agreement shall be automatically renewed for one year unless one party notifies the other, in writing, within ninety (90) days prior to the termination date that it elects not to renew. Upon any termination of this Agreement by the Manager or Sub-Manager, with or without cause, Sub-Manager shall be entitled only to the fees and reimbursement which have accrued hereunder but have not yet been paid through the effective date.

Section 8.2 Termination by Manager or City.

(a) For Cause. The Manager or City may terminate this agreement, effective immediately upon receipt by Sub-Manager of written notice if the Manager's or the City's election to do so, if:

(i) In the Manager's or City's reasonable judgment, Sub-Manager has mismanaged any of the Managed Properties or has been negligent in the management, operation, maintenance or serving of any of the Managed Properties or has otherwise defaulted in the performance of its obligations hereunder, and has not remedied or cured the facts giving rise to the Manager's or City's right to terminate under this subsection within thirty (30) days after receipt of written notice from the Manager or the City specifying such facts, provided, however, that if the nature of such failure is such that the same cannot reasonably be cured within the 30 day period, Sub-Manager shall not be deemed to be in default if it has commenced to cure the default and is diligently proceeding to cure the default as soon as reasonably possible;

(ii) A receiver, liquidator, or trustee of Sub-Manager shall be appointed by court order, or a petition to liquidate or reorganize Sub-Manager shall be filed against Sub-Manager under any bankruptcy, reorganization, or insolvency law and such order or petition is not vacated or dismissed within sixty (60) days, or if Sub-Manager shall file a petition in bankruptcy or request a reorganization under any provision of the bankruptcy,

reorganization or insolvency laws, or if Sub-Manager shall make an assignment for the benefit of its creditors, or if Sub-Manager is adjudicated a bankrupt;

(iii) There is damage or destruction to any of the Managed Properties and the City elects not to rebuild or restore that Managed Property;

(iv) Sub-Manager fails to make payments of any amount payable to the City on the due dates set forth hereunder; provided that such failure shall not be an event or default if Sub-Manager makes such payment within seven (7) days after notice from the Manager of such failure, but Sub-Manager shall not be entitled to such seven (7) days' notice more than twice in any twelve month period.

(b) Without Cause. Upon thirty (30) days' written notice to Sub-Manager, Manager or City may terminate this Agreement at any time, in its sole discretion, without cause of any kind.

Section 8.3 Termination by Sub-Manager.

(a) For Cause. Sub-Manager may terminate this Agreement, by written notice to the Manager, if the Manager or City has defaulted in its obligations hereunder, and has not cured such default within thirty (30) days after receipt of written notice from Sub-Manager specifying such default, provided, however, that if the nature of such failure is such that it cannot reasonably be cured with a 30 day period, the Manager shall not be deemed to be in default if it has commenced to cure the default and is diligently pursuing to cure the default as soon as reasonably possible.

(b) Without Cause. Upon (90) days' written notice to the Manager, Sub-Manager may terminate this Agreement at any time, in its sole discretion, without cause of any kind.

Section 8.4 Sub-Manager's Obligations after Termination. Upon the expiration or termination of this Agreement pursuant to Section 8.2 or 8.3 of this Agreement, Sub-Manager shall:

(a) deliver to the Manager, or such other person or persons designated by the Manager, copies of all books and records of each of the Managed Properties and all funds in the possession of Sub-Manager belonging to the Manager or received by Sub-Manager pursuant to the terms of this Agreement;

(b) deliver to the City any and all funds of the City on hand or in any bank account, including all security deposits of tenants, if not previously delivered to the City, less any unpaid compensation due to Sub-Manager pursuant to this Agreement, and less any other reimbursements due to Sub-Manager under this Agreement;

(c) deliver to the City, as received, any funds due to the City under this Agreement but received after such termination;

(d) deliver to the Manager all material, supplies, keys, contract, documents, plans, specifications, promotional materials and other materials pertaining to each of the Managed Properties; and

(e) assign, transfer to convey to such person or persons all service contracts and personal property relating to or used in the operation and maintenance of the Managed Properties, except any personal property which was paid for and is owned by Sub-Manager. Sub-Manager shall, at its cost and expense, remove all signs that it may have placed at the Managed Properties indicating that it is Sub-Manager of the Managed Properties and repair and restore any damage resulting therefrom. Sub-Manager shall also, for a period of ninety (90) days after such expiration or termination, make itself available to consult with and advise the Manager, or such other person or persons designated by the Manager, regarding the operation and maintenance of the Managed Properties.

ARTICLE IX

ASSIGNMENT

Section 9.1 Personal Services. This Agreement is a contract for the personal services of Sub-Manager, and Sub-Manager may not assign, hypothecate, or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without the Manager's and City's prior written approval, which may be withheld in the sole discretion of the Manager and the City. The Manager shall not be required to accept performance hereunder by any person other than Sub-Manager, including without limitation, Sub-Manager as debtor in possession under the Bankruptcy Code, any trustee of Sub-Manager appointed under the Bankruptcy Code, or any assignee of such trustee or of Sub-Manager.

Section 9.2 Sub-Manager Identity. For purposes of this Agreement, any change in the constituent entities comprising Sub-Manager as of the Effective Date shall be deemed to be an assignment requiring the approval of the Manager and City, each in its sole discretion.

Section 9.3 Binding. Without derogating from the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

ARTICLE X

NOTICES

Section 10.1 Notices. Unless otherwise specifically provided, all notices, demands, statements and communication required hereunder shall be in writing and shall be delivered in person or sent by registered or certified mail, postage prepaid, or by Federal Express or similar overnight courier, in intended for the Manager or City, addressed as follows:

Manager: RIVERROCK REAL ESTATE GROUP
100 Bayview Circle, #2600
Newport Beach, CA 92660
Attention: John Combs

City: City of Alameda
2263 Santa Clara Avenue
Alameda, California 94501
Attention: City Manager

With copies to: City of Alameda
2263 Santa Clara Avenue
Alameda, California 94501
Attention: City Attorney

Successor Agency of the Community Improvement Commission of the
City of Alameda
950 West Mall Square
Alameda, CA 94501-2272
Attention: Finance & Administrative Division Manager

And if intended for Sub-Manager, addressed to Sub-Manager at:

COMPANY NAME

Address

City, State Zipcode

Attention: Property Manager

or to such other address as shall, from time to time, have been designated by written notice by either party to the other party as herein provided. Unless otherwise specified herein, such notices, demands, statements and communications shall be deemed received (a) on the date delivered (or the date delivered is refused) if delivered in person; (b) three (3) business days after being deposited with the U.S. Mail, if sent by registered or certified mail, postage prepaid, or (c) one (1) business day after being sent, if sent by Federal Express or similar overnight courier.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matter hereof, and no alteration, modification or interpretation hereof shall be binding unless in writing and signed by both Parties.

Section 11.2 Severability. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

Section 11.3 Applicable Law. This Agreement shall be construed in accordance with the laws of the State of California. Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

Section 11.4 Authority Limited. Sub-Manager's authority shall be derived wholly from this Agreement, and Sub-Manager has no authority to act for or represent the Manager or City except as herein specified.

Section 11.5 Exclusiveness of Compensation. The payments to be made to Sub-Manager hereunder shall be in lieu of all other further compensation or commission of any nature whatsoever for the services described herein and this Agreement shall be considered as a special agreement between the Parties covering the appointment and compensation of Sub-Manager to the exclusion of any other method of compensation unless otherwise agreed to in writing.

Section 11.6 Independent Contractor. Sub-Manager is an independent contractor and, as such, shall be solely responsible for all of its employees, for the supervision of all persons

performing services in connection with the performance of all of the obligations relating to the maintenance and operation of the Managed Properties, and for determining the manner and time of performance of all acts hereunder. Nothing herein contained shall be construed to establish Sub-Manager as an agent of the Manager or City beyond the scope of authority expressly granted hereunder, or to create a joint venture or partnership between Sub-Manager and the City. No civil service status or other right of employment will be acquired by any person by virtue of Sub-Manager's services pursuant to this Agreement. None of the benefits provided by the Manager or City to their employees, including but not limited to, unemployment insurance, workers' compensations plans, vacation and sick leave are available to Sub-Manager, its employees, independent contractors or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from the compensation due Sub-Manager under this Agreement. Payments of the above items, if required to or on behalf of any individual providing services under this Agreement, are the responsibility of Sub-Manager.

Section 11.7 Transactions With Affiliates. Notwithstanding anything to the contrary contained in this Agreement, Sub-Manager shall not enter into or advise the Manager or City to enter into any agreement or arrangement with Sub-Manager or any party affiliated with Sub-Manager, directly or indirectly at the City's expense or directly or indirectly on behalf of the Manager or City, without the written notification of the Manager. The provision of this Section 11.7 are not intended to limit de fiduciary duties of Sub-Manager to the Manager contained in this Agreement or under common law.

Section 11.8 Limitation on Liability. Sub-Manager agrees that the obligation incurred by the Manager under this Agreement shall not constitute personal obligation of the employees, or any other principals or representatives of the Manager. Sub-Manager further agrees that its recourse against the Manager or City under this Agreement shall be strictly limited to the City's interest in the Managed Properties, and that Sub-Manager shall have no recourse to any other asset of the City, or any other principal or representative of the City for the satisfaction of any of the City's obligations hereunder.

Section 11.9 Consents and Approvals. To be effective, consents and approvals of the Manager or City shall be in writing. All such requests shall be directed to the Manager and City at the address set forth in Section 10.1 above or such representative as the Manager or City shall have designated in writing ("Designated Manager Representative"), and approvals from such person shall constitute the approval of the Manager and City.

Section 11.10 Disclosure. Sub-Manager shall disclose to the Manager and the City for the Manager's and the City's reasonable approval of any controlling ownership interest of Sub-Manager, any officer or employee of Sub-Manager, or any immediate family member (parent or parent-in-law, spouse, child, brother, sister, brother-in-law or sister-in-law or step-parent), of any officer or employee of Sub-Manager in any corporation, partnership, joint venture or other business which provides materials, products or services, directly or indirectly, for the Managed Properties. Such disclosure shall be made to the Manager and City, in writing, at least ten (10) days prior to the proposed entering into any contract or agreement with such business for the provision of such products, material, or service.

Section 11.11 Time. Time is of the essence with respect to this Agreement.

Section 11.12 Confidentially Clause. Sub-Manager shall not reveal proprietary information with respect to the Manager or City or the City's properties, other than required by law, without prior written approval by the Manager and City. The Manager and City shall not

reveal proprietary information with respect to Sub-Manager other than as required by law without the prior written approval of the Sub-Manager.

Section 11.13 Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless in writing and signed by the party granting the waiver, and only to the extent expressly provided in such written waiver. Further, the failure of the City, Manager or Sub-Manager, as applicable, to seek redress for breach, or to insist upon the strict performance of any covenant, agreement, provision or condition of this Agreement, shall not constitute a waiver thereof, and the City, Manager and Sub-Manager shall have all remedies provided herein and by applicable law with respect to any subsequent act which would have originally constituted a breach.

Section 11.14 Captions. The captions of this Agreement are inserted only for the purpose of convenient reference and do not define, limit or prescribe the scope or intent of this Agreement or any part hereof.

Section 11.15 Conflict of Interest. The Manager and its agents, including the Sub-Manager, must comply with California laws prohibiting financial conflicts of interest. As to the leasing services the Sub-Manager will provide under this Agreement, neither the Sub-Manager nor any of its employees, affiliates or persons with whom Sub-Manager has a contract shall represent, advise or advocate on behalf of any current or prospective tenant of the Managed Properties. The City, from time to time and depending on the leasing services that Sub-Manager's employees, affiliates or persons with whom Sub-Manager has a contract provides to the City, may require such person to file with the City Clerk of the City a conflict of interest form 700 (Fair Political Practices FORM 700) because the services provided under this Agreement require such person to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations. As the Effective Date, the City is not requiring any of Sub-Manager's employees, affiliates or persons with whom Sub-Manager has a contract to file such form.

Section 11.16 Immigration Reform and Control Act. Sub-Manager assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder pursuant to the Immigration Reform and Control Act ("IRCA") and all other applicable federal and state laws, rules and regulations governing the immigration and citizenship status of employees. In addition to the indemnification provided by Article VI hereof, Sub-Manager shall indemnify and hold the Manager and City harmless from and against any loss, damage, liability, cost or expenses arising from any noncompliance of this provision by Sub-Manager.

Section 11.17 Compliance with Fair Housing Act of 1968. Sub-Manager shall comply with the requirements of the Fair Housing Act of 1968 and all other applicable federal and state fair housing laws, rules and regulations.

Section 11.18 Non-Discrimination. Sub-Manager agrees that harassment or discrimination directed toward any person, including a job applicant, a Manager or City employee, or a citizen by Sub-Manager or any of Sub-Manager's employees or subcontractors on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated in the delivery of services or otherwise in connection with the performance of this Agreement. Sub-Manager agrees that any and all violations of this provision shall constitute a material breach of this Agreement and may result in its termination.

Section 11.19 Warranty of Authority. Each party hereto represents and warrants to the other that this Agreement has been duly authorized, executed, delivered and that the individual executing this Agreement on behalf of such party is duly authorized to do so.

Section 11.20 Compliance with Marsh Crust Ordinance. Sub-Manager shall perform or cause its contractors to perform all excavation work in compliance with the City's Marsh Crust Ordinance as set forth at Section 13-56 of the Municipal Code. Prior to performing any excavation work, Sub-Manager shall verify with the City's Buildings Official whether the excavation work is subject to the Marsh Crust Ordinance. Sub-Manager or its contractor shall apply for and obtain permits from the City's Building Services on projects deemed to be subject to the Marsh Crust Ordinance.

Section 11.21 Compliance with Rent Review, Rent Stabilization and Limitations on Eviction Ordinance and Implementing Policies and Procedures. As to the Managed Properties, Sub-Manager shall comply in all respects with the requirements and obligations of a Landlord under the City's Rent Review, Rent Stabilization and Limitations on Eviction Ordinance and the City's policies and procedures to implement such Ordinance.

Section 11.22 Exhibits. Each of the exhibits referenced in this Agreement is attached hereto and incorporated herein.

Signatures on next page

IN WITNESS WHEREOF, the City, Manager and Sub-Manager have executed this Agreement in duplicate originals on the date set forth below, effective as set forth above.

MANAGER:

RIVERROCK REAL ESTATE GROUP

a California corporation

By: _____

Name: Steve Core

Title: President

SUB-MANAGER:

COMPANY NAME

a California corporation

By: _____

Name:

Title:

CITY

CITY OF ALAMEDA

a municipal corporation

Approved as to form:

By: _____

Name:

Title:

By: _____

Name:

Title:

RECOMMENDED FOR APPROVAL:

By: _____

Name:

Title:

EXHIBIT A

ALAMEDA POINT RESIDENTIAL PROPERTIES

[attached]

Market rate residential rental address:

Rents as of December 2014

<u>Townhouses</u>	<u>Bedrooms</u>	<u>Bathrooms</u>	<u>Current rent</u>
2540-A Barbers Point Road	3	1.5/.5(one full, two half)	\$1650
2540-B Barbers Point Road	3	1.5/.5	\$1650
2540-C Barbers Point Road	4	2.5	\$2000
2540-D Barbers Point Road	4	2.5	\$1800
2601-A Barbers Point Road	3	1.5/.5	\$1650
2601-B Barbers Point Road	3	1.5/.5	\$1750
2601-C Barbers Point Road	3	1.5/.5	\$1650
2601-D Barbers Point Road	3	1.5/.5	\$1650
2651-A Barbers Point Road	3	1.5/.5	\$1650
2651-B Barbers Point Road	3	1.5/.5	\$1650
2651-C Barbers Point Road	3	1.5/.5	\$1650
2651-D Barbers Point Road	3	1.5/.5	\$1650
2600-A Lemoore Road	4	2.5	\$2100
2600-B Lemoore Road	4	2.5	\$1950
2650-A Lemoore Road	4	2.5	\$1950
2650-B Lemoore Road	4	2.5	\$1950
2700-A Lemoore Road	4	2.5	\$1950
2700-B Lemoore Road	4	2.5	\$1950

Total Townhouses

18

<u>Ranch Homes</u>	<u>Bedrooms</u>	<u>Bathrooms</u>	<u>Current rent</u>
2811 Barbers Point Road	4	2	\$2400
2820 Barbers Point Road	4	2	\$2400
2821 Barbers Point Road	4	2	\$2400
2830 Barbers Point Road	4	2	\$2400
2831 Barbers Point Road	3	2	\$2400
2840 Barbers Point Road	4	2	\$2500
2841 Barbers Point Road	4	2	\$2500
2850 Barbers Point Road	3	2	\$2200
2860 Barbers Point Road	3	2	\$2300
2861 Barbers Point Road	3	2	\$2100
2870 Barbers Point Road	4	2	\$2400
2901 Barbers Point Road	4	2	\$2500
2701 Lemoore Road	4	2	\$2600
2750 Orion	4	2	\$2200
2745 Pearl Harbor Road	4	2	\$2400
2756 Pearl Harbor Road	4	2	\$2400
2760 Pearl Harbor Road	4	2	\$2350
2775 Pearl Harbor Road	3	2	\$2200
2780 Pearl Harbor Road	3	2	\$2150
2790 Pearl Harbor Road	3	2	\$2400
2800 Pearl Harbor Road	3	2	\$2200

2820 Pearl Harbor Road	3	2	\$2200
2830 Pearl Harbor Road	3	2	\$2400
2840 Pearl Harbor Road	3	2	\$2500
2850 Pearl Harbor Road	3	2	\$2400
2855 Pearl Harbor Road	3	2	\$2400
2815 San Diego Road	4	2	\$2500
250 West Essex Drive	4	2	\$2500
301 West Essex Drive	4	2.5	\$2300
350 West Essex Drive	4	2	\$2500
555 West Essex Drive	4	2	\$2400

Total Ranch Homes

31

<u>Big Whites</u>	<u>Bedrooms</u>	<u>Bathrooms</u>	<u>Current rent</u>
2765 Newport Road	4+	3.5	\$3100
2801 Newport Road	4+	3.5	\$3200
2815 Newport Road	4+	3.5	\$3400
2825 Newport Road	4+	3.5	\$2900
2805 Pearl Harbor Road	4+	3.5	\$2900
2825 Pearl Harbor Road	4+	3.5	\$2900
2845 Pearl Harbor Road	4+	3.5	\$2900
2775 San Diego Road (mgr)	4+	3.5	\$1900
2805 San Diego Road	4+	3.5	\$2900
2835 San Diego Road	4+	3.5	\$3000
2865 San Diego Road	4+	3.5	\$2900
2765 Seattle Road	4+	3.5	\$2900
2805 Seattle Road	4+	3.5	\$2900
2795 San Pedro Road	4+	3.5	\$2900
2815 San Pedro Road	4+	3.5	\$2800
2835 San Pedro Road	4+	3.5	\$2900
2845 San Pedro Road	4+	3.5	\$2900
2875 San Pedro Road	4+	3.5	\$3000
390 West Essex Drive (Admiral's House)	6	3.5	\$3800

Total Big Whites

19

Total residential units in portfolio

68

EXHIBIT B

City's Approved Contract Form

[attached]

SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ____ day of _____, 20 ____, by and between **COMPANY NAME** (hereinafter referred to as “Sub-Manager”) as agent for the CITY OF ALAMEDA, a municipal corporation (the “City”), and COMPANY, (a California corporation, partnership, sole proprietor, individual), whose address is ADDRESS, (the “**Provider**”), in reference to the following:

RECITALS:

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City. The City has an interest in certain real property and improvements known as Alameda Point located in Alameda, California, on behalf of the City of Alameda (the “Project”).

B. The City is in need of the following services: _____
[City staff reached out to the service providers on the City’s bidders list interviewed qualified firms and selected the service provider that best meets the City’s needs] [City staff issued a RFP/RFQ on DATE and after a submittal period of NUMBER days received NUMBER of timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs] [The Provider was selected on a sole source basis because (provide justification for sole source selection).] [Other: Describe the selection process actually used.]

C. [Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.] Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.]

D. **COMPANY NAME** has been appointed as the manager of the Project and is authorized to enter into this Agreement as “**Agent**” for the City of Alameda.

E. Sub-Manager and Provider desire to enter into an agreement for _____, upon the terms and conditions herein.

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

1. TERM:

The term of this Agreement shall commence on the ____ day of _____20__, and shall terminate on the ____ day of _____ 20____, unless terminated earlier as set forth herein.

[This Agreement may be mutually extended on a year-by-year basis, for up to four (4) additional years, at the sole discretion of the [City Manager] [_____ Director], based, at a minimum, upon satisfactory performance of all aspects of this Agreement. The [City Manager] [_____ Director] may submit written notice that the Agreement is to be extended [at the same terms and compensation as the existing Agreement.] [and the compensation adjusted by the Consumer Price Index for the San Francisco Bay Area as reported by the U.S. Department of Labor, Bureau of Labor Statistic for the previous calendar year.] [and the

compensation adjusted by Construction Cost Index for the San Francisco Bay Area as reported in the Engineering News Record for the previous calendar year for the trade(s) associated with the services or tasks.] [Other: Describe the compensation escalator.]

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. The Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule [as set forth in this Section 3.] [as set forth in Exhibit B and incorporated herein by this reference.] Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis [as set forth in this Section 3.] [as set forth in Exhibit B.]

b. The total compensation for the work under this Agreement is not to exceed \$_____.

4. TIME IS OF THE ESSENCE:

Provider and Sub-Manager agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE:

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by Sub-Manager or City to its employees, including but not limited to unemployment insurance, workers' compensations plans, vacation and sick leave are available from Manager/City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

7. INMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold Manager and the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. NON-DISCRIMINATION:

Consistent with Sub Manager's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a Manager or City employee, or a citizen by Provider or Provider's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Provider agrees that any all violations of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. Provider shall indemnify, defend, and hold harmless Sub-Manager, RiverRock Real Estate Group, the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, cost and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or will full misconduct of Indemnitees.

b. **Indemnification for Claims for professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense cost.

c. Provider's obligation to indemnify, defend and hold harmless Indemnitees shall expressly survive the expiration or early termination of this Agreement.

10. INSURANCE:

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

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager"

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to Sub-Manager and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers and RiverRock Real Estate Group, their officers and employees as additional insured shall be submitted with the insurance certificates.

A. **COVERAGE:**

Provider shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits;

Bodily Injury:	\$1,000,000 each occurrence \$2,000,000 aggregate- all other
Property Damage:	\$1,000,000 each occurrence \$2,000,000 aggregate

If submitted combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury;	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence
or	
Combined Single Limit;	\$2,000,000 each occurrence

[(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Provider in the amount of at least \$2,000,000.]

B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to Sub-Manager or the City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider, Sub-Manager or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against Manager or the City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, Sub-Manager shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the Provider for the cost of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers, RiverRock Real Estate Group, their officers and employees shall be named as an additional insured under all insurance coverages, except worker's compensation and professional liability

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

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by Sub-Manager are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement requires Provider to make certain governmental decisions or serve in a staff capacity as defined in the Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of Sub-Manager. Provider shall submit a written request for consent to transfer to the Sub-Manager at least thirty (30) days in advance of the desired transfer. The Sub-Manager may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the Manager under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venture or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

13. APPROVAL OF SUB- PROVIDERS:

a. Only those persons and/or businesses whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional cost to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the Manager at least five (5) days in advance. The Manager may consent or reject such request in his/her sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Providers, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of the services and tasks hereunder.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or his/her designee or Sub-Manager.

c. Provider shall, at such time and in such form as City Manager or his/her designee or Sub-Manager may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by City or Sub-Manager that relate to the performance of the services and task under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or Sub-Manager or its designees during regular business hours upon reasonable prior notice. The City or Sub-Manager has the right to examine and audit the Records, and to make copies or transcripts thereof as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by City's or Sub-Manager's preliminary examination or audit of records, and the City's or Sub-Manager's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City or Sub-Manager for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested

from the U. S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each noticed shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to City shall be addressed to City at:

City of Alameda
c/o **COMPANY NAME**
Address
City, State Zipcode
ATTENTION: Property Manager

e. All notices, demands, request, or approvals from City to Provider shall be addressed to Provider at:

[Provider Name]
[Department]
[Address]
[City, State. Zip]
ATTENTION: [Title]
Ph: (xxx) [xxx-xxxx] / Fax: (xxx) [xxx-xxxx]

18. SAFETY:

a. The Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. The provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. The Provider will immediately notify Sub-Manager within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will promptly submit to the Sub-Manager a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employees(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default; City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. The foregoing notwithstanding, City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEY'S FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

21. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by the Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with the applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

22. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

23. WAIVER:

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

24. INTEGRATED CONTRACT:

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modifications of this Agreement will be effective only by written execution signed by both City and Provider.

25. CAPTIONS:

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

26. [NONDISCRIMINATION – FEDERAL REQUIREMENTS:

a. Provider certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age or condition or physical or mental handicap (as defined in 41 C.F.R. Section 60- 741, *et seq.*), in accordance with requirement of state or federal law. Provider shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap in accordance with requirements of state and federal law. Such shall include, but not be limited to, the following:

A. Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

B. Selection for training, including interns and apprentices.

(i) Provider agrees to post in conspicuous places in each of Provider's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(ii) Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.

(iii) Provider shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of Provider's commitments under this paragraph.

(iv) Provider certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.

(v) In accordance with applicable state and federal law, Provider shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Provider shall provide such other information and records as such

representatives may require in order to verify compliance with the anti-discrimination provision of this paragraph.

b. If the City finds that any of the provisions of this paragraph have been violated, the same shall constitute a material breach of Agreement upon which City may determine to cancel, terminate or suspend this Agreement. City reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Provider has violated state and federal anti-discrimination laws shall constitute a finding by City that Provider has violated the anti-discrimination provisions of Agreement.

c. The parties agree that in the event Provider violates any of the anti-discrimination provisions of this paragraph, City shall be entitled, at its option, to the sum of \$500.00 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

d. Provider hereby agrees that will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulation (45 C.F.R.) and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Provider receiving Federal Financial Assistance. In addition, Provider shall comply with the Uniform Federal Accessibility Standards, and Provider, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards.

e. Provider's attention is directed to laws, including but not limited to:

A. CIVIL RIGHTS/EQUAL OPPORTUNITY

(i) Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

(ii) Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

(iii) Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

B. PROGRAM ACCESSIBILITY FOR INDIVIDUAL WITH DISABILITIES

This Agreement is subject to laws and regulations concerning the right of otherwise qualified individuals with handicaps for equal participation in, and benefit from federally assisted programs and activities, including but not limited to:

(i) Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 35). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Provider shall also comply with the public accommodations requirements of the Title III of the ADA, as applicable.

(ii) Nondiscrimination on the Basis of Handicap (24 CFR 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 C.F.R. 8.

(iii) Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.

(iv) In resolving any conflict between the accessibility standards cited in paragraphs (i), (ii) and (iii) above, the more stringent standard shall apply.]

27. [NONDISCRIMINATION – HUD REQUIREMENTS:

a. Provider certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color religion, national origin, ancestry, sex, age or condition or physical or mental handicap (as defined in 41 C.F.R. Section 60- 741, *et seq.*), in accordance with requirements of state or federal law. Provider shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap in accordance with requirements of state and federal law. Such shall include, but not be limited to, the following:

A. Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or others forms of compensation.

B. Selection for training, including interns and apprentices.

(i) Provider agrees to post in conspicuous places in each of Provider's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(ii) Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.

(iii) Provider shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a

notice advising the labor union of worker's representative of Provider's commitments under this paragraph.

(iv) Provider certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.

(v) In accordance with applicable state and federal law, Provider shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Provider shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provision of this paragraph.

b. If the City finds that any of the provisions of this paragraph have been violated, the same shall constitute a material breach of Agreement upon which City may determine to cancel, terminate, or suspend this Agreement. City reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Provider has violated state and federal anti-discrimination laws shall constitute a finding by City that Provider has violated the anti-discrimination provisions of this Agreement.

c. The parties agree that in the event Provider violates any of the anti-discrimination provisions of this paragraph, City shall be entitled, at its option, to the sum of \$500.00 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

d. Provider hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations (45 C.F.R.) and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Provider receiving Federal Financial Assistance. In addition, Provider shall comply with the Uniform Federal Accessibility Standards, and Provider, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards.

e. Provider's attention is directed to laws, including but not limited to:

A. CIVIL RIGHTS/EQUAL OPPORTUNITY

(i) Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

(ii) Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

(ii)Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

B. EMPLOYMENT AND CONTRACTING OPPORTUNITIES

(i) Section 3. The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development Department and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.

(ii)The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of the Housing and Urban Development set forth in 24 Part C.F.R 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(iii) Provider will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(iv) Provider will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. Provider will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(v)Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement, is a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

C. PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

This Agreement is subject to laws and regulations concerning the right of otherwise qualified individuals with handicaps for equal participation in, and benefit from federally assisted programs and activities including but not limited to:

(i) Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 35). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Provider shall also comply with the public accommodations requirements of the Title III of the ADA, as applicable.

(ii) Nondiscrimination on the Basis of Handicap (24 C.F.R. 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 C.F.R. 8.

(iii) Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.

(iv) In resolving any conflict between the accessibility standards cited in paragraphs (i), (ii) and (iii) above, the more stringent standard shall apply.]

28. RESTRICTIONS ON LOBBYING – FEDERAL REQUIREMENT:

This Agreement is subject to 24.CFR. 87 which prohibits the payment of Federal funds to any person for influencing or attempting to influence, any public officer or employee in connection with the award, making, entering into, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or agreement.]

Signatures on next page

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

COMPANY:

COMPANY NAME, a CA Corp.

as Agent for City of Alameda,
A Municipal Corporation

By: _____

Name

Title: _____

By: _____

Name

Title: _____

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES or PROVIDERS FORM B

This endorsement modifies insurance provided under the following.

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Alameda
Public Works Department
Alameda Point, Building 1
950 West Mall Square Room 110
Alameda CA 94501- 7558

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operation performed for that insured.

REF: _____

The City of Alameda, its City Council, boards and commissions, officers & employees are additional insured for work done on their behalf by the named insured.

PRIMARY INSURANCE:

IT IS UNDERTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRBUTING WITH THIS INSURANCE.

SEVERABILITY OF INTEREST:

IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF EACH ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

WAIVER OF SUBROGATION:

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED(S), BUT ONLY AS RESPECTS THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

NOTICE OF CANCELATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IN CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

EXHIBIT C

Leasing and Commissions

I. LEASING.

1.1 Leasing Services. The Manager hereby engages the Sub-Manager as the exclusive leasing broker for the purpose of leasing those portions of the Managed Properties which may be available for lease during the term of this Agreement. Sub-Manager shall:

(a) Diligently pursue new and renewal tenants for rental units within the Managed Properties (leases) on the best terms available in the market.

(b) Investigate prospective tenants as to their credit-worthiness.

(c) Negotiate lease terms with prospective and renewal tenants.

1.2 Outside Brokers.

(a) If any outside brokers are engaged in obtaining any new tenant on behalf of, or in conjunction with, the Sub-Manager, and a commission is due hereunder, the Sub-Manager shall negotiate the fee payable to such broker and pay any portion of its commission payable to such broker pursuant to its agreement with such broker.

(b) Notwithstanding anything to the contrary in the foregoing, Sub-Manager shall be responsible for payment of any commissions or brokerage fees to outside brokers and the Manager nor City shall not be liable to any outside broker for any commissions or brokerage fees which may arise as a result of Sub-Manager's agreements with outside brokers.

1.3 Reports

(a) Leasing Status Report. On or before the fifteenth day of each month, the Sub-Manager shall deliver to the Manager for each lease a leasing status report for the preceding month.

(b) Prospective Tenants. With respect to prospective tenants, the lease status report shall include the tenant's name; proposed term of the lease, including rent, term, free-rent periods and projected occupancy date.

II. LEASING COMMISSIONS.

2.1 Compensation for Leasing.

EXHIBIT D – CLIENT REFERENCES

Cover Sheet

EXHIBIT D – CLIENT REFERENCES

The following is a list of four (4) references (public agencies, preferred) that most closely reflect similar projects to the Scope of Services requested by the City of Alameda / RiverRock.

Reference #1

Name of Organization: _____

Address: _____

Contact Name: _____ Contact Title: _____

Telephone: _____ Email: _____

Summary of Project: _____

Proposer's Service Dates: _____

Proposer's Contract Amount: _____

Estimated Total Project Cost: _____

Project Completion Date: _____

Reference #2

Name of Organization: _____

Address: _____

Contact Name: _____ Contact Title: _____

Telephone: _____ Email: _____

Summary of Project: _____

Proposer's Service Dates: _____

Proposer's Contract Amount: _____

Estimated Total Project Cost: _____

Project Completion Date: _____

Reference #3

Name of Organization: _____

Address: _____

Contact Name: _____ Contact Title: _____

Telephone: _____ Email: _____

Summary of Project: _____

Proposer's Service Dates: _____

Proposer's Contract Amount: _____

Estimated Total Project Cost: _____

Project Completion Date: _____

Reference #4

Name of Organization: _____

Address: _____

Contact Name: _____ Contact Title: _____

Telephone: _____ Email: _____

Summary of Project: _____

Proposer's Service Dates: _____

Proposer's Contract Amount: _____

Estimated Total Project Cost: _____

Project Completion Date: _____

BID FORM

Cover Sheet

BID FORM

TO RIVERROCK REAL ESTATE GROUP:

THIS BID IS SUBMITTED BY:

_____ (Bidder Name)

Re: Residential Property Management for Alameda Point, Alameda, CA 94501

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with RiverRock Real Estate Group as Agent for the City of Alameda to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening.
3. In submitting this Bid, Bidder represents:
 - (a) Bidder has examined all of the Contract Documents and the following Addenda (receipt of all of which is hereby acknowledged).

Addendum No.	Addendum Date	Signature of Bidder

- (b) Bidder has visited the Site and performed all tasks, research, investigation, reviews, examinations, and analysis and given notices, regarding the Site.
- (c) Bidder has received and examined copies of the following: residential property map and list of residential addresses; scope of services; sample form of sub management Agreement and Insurance requirement; and client references form.
- (d) Bidder has given RiverRock Real Estate Group prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the written resolution thereof through Addenda issued by RiverRock Real Estate Group is acceptable to the Contractor.

- (e) The bidder must include the following information/documents with the bid submission. Failure to provide any of these items, may result in disqualification:

1. Proposer Qualifications

- a. Years of Experience in Residential Property Management? _____
- b. Registered and in Good Standing with the California Secretary of State? Please circle one: Yes No
- c. California Broker's License # _____ Expiration Date _____

2. Proposer's Background and Credentials

- a. A summary of any special procedures/systems unique to the Proposer's firm which would be of direct benefit to either the Buildings or to the Owner in overseeing property operations;
- b. A summary of the Proposer's managed portfolio in Northern CA.
- c. List the property assignments of Proposer's personnel who will be directly involved with the Buildings.

3. Staffing

- a. The number and titles (and/or functional descriptions), of the positions;
- b. The approximate annual salaries (including payroll taxes, insurance, and benefits) of any positions that will be passed through to the Owner; if allocated in part, the percentage allocation of the total annual salaries;
- c. Resumes of any key personnel who will be assigned to the Buildings (including specific relevant experience);
- d. Whether the position(s) will reside on site; and
- e. Whether the positions will be employees of the Proposer or contracted services.

4. Financial, Administrative and Operational Reporting

- a. A description of the accounting services, platforms and data processing capabilities of Proposer;
- b. A description of the policies and procedures that provide strong internal controls;
- c. A listing of all financial and operational reports available to the Owner from the Proposer;
- d. Names of the primary personnel who will be responsible for financial reporting and cash management and include the individuals' backgrounds and qualifications; and
- e. A sample of a monthly financial report, redacted if necessary.

5. Insurance Requirements

Please note the insurance requirements under the terms of the attached form of Sub-management Agreement.

6. Repair and Maintenance Program

- a. Does Proposer employ maintenance personnel directly or contract for this work?
- b. What is the protocol for reactive service calls?
- c. What is the protocol for after-hours service calls and emergency response?

7. Fees and Expenses

- a. Property Management Fee
- b. Leasing Commission Fee (if applicable)
- c. Reimbursable Payroll Expense On-site or Off-site (if any) staff
 - i. Title/Position
 - ii. Annual Salary, Benefits, Payroll Tax
- d. Other Reimbursable or Ongoing Expenses

8. Acknowledgement of Terms of Submanagement Agreement

9. Client References

- a. Name of organization
- b. Contact person's name and title
- c. Telephone number
- d. Email address
- e. Brief description of the project, start date and services provided

10. Alameda Local Business Preference

11. Bid Form - Completely Filled Out, Properly Signed and Stamped (Notice of Bid: Exh B)

- 4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

SCHEDULE OF BID PRICES

All Bid items, including lump sums and unit prices, must be filled in completely. Quote in figures only, unless words are specifically requested.

See "Bid Items," attached hereto as Attachment 1 and incorporated herein by this reference.

Total Bid Price:\$ _____,
 (Numbers) (Words)

- 6. The undersigned Bidder understands that RiverRock Real Estate Group reserves the right to reject this Bid.
- 7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in paragraph 2 of this Document or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required within the times specified therein.
- 8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
- 9. The undersigned Bidder agrees to commence Work after bidder is awarded, or as directed by the City of Alameda/RiverRock Real Estate Group. The undersigned Bidder acknowledges that RiverRock Real Estate Group has reserved the right to delay or modify the commencement date. The undersigned Bidder further acknowledges RiverRock Real Estate Group has reserved the right to perform independent work at the Site, the extent of such work may not be determined until after the opening of

the Bids, and that the undersigned Bidder will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.

10. The names of all persons interested in the foregoing Bid as principals are:

(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full).

NAME OF BIDDER: _____

Where incorporated, if applicable

Principals

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature of Bidder

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address:

Officers authorized to sign contracts:

Telephone Number(s)

Email:

Date of Bid:

END OF DOCUMENT