



**City of Brisbane and Brisbane Housing Authority
Request for Proposals:
Leasehold Interest and/or Management of the
Visitacion Garden Senior Apartments**

8 Visitacion Avenue/3 Inyo Street, Brisbane, CA 94005

August 26, 2025



Please be aware that under the California Public Records Act, all documents submitted in response to this Requests for Proposals are considered part of the public record and will be made available to the public, upon request, following the application deadline.

Enclosure H	Addendum to the Loan and Regulatory Agreement by and between the Redevelopment Agency of the City of Brisbane and BRIDGE Housing Corporation (1998)
Enclosure I	Loan and Regulatory Agreements (Bond Proceeds) by and between the Redevelopment Agency of the City of Brisbane and BRIDGE Housing Corporation (1998)
Enclosure J	Declaration of Restriction by Brisbane Senior Housing, Inc. (2000)
Enclosure K	2022 Audited Financial Statement
Enclosure L	2023 Audited Financial Statement
Enclosure M	2024 Audited Financial Statement
Enclosure N	2025 Budget
Enclosure O	Current Rent Roll
Enclosure P	Capital Needs Assessment for Visitacion Gardens Apartments prepared by Integrated Property Analysis, Inc. (2024)

The City of Brisbane (“City”) and the Brisbane Housing Authority (“Authority”)¹ are pleased to issue this Request for Proposals (RFP) to Proposers with demonstrated experience to (a) assume an existing leasehold interest and manage 8 Visitacion Avenue/3 Inyo Street (“Visitacion Garden”)[“the Project”], or (b) enter into a management agreement for Project, or (c) to enter into a new ground lease and management agreement for the Project. Where the proposal is for management only, the Authority will continue to be the owner of the property.

Selection will be made from responsive proposals that will best serve the interests of the City, the Authority, and residents of Visitacion Garden based on a combination of cost, experience, and capacity to operate and manage the Project.

Please submit your proposal using the format specified in this RFP. **PROPOSALS MUST BE RECEIVED BY Monday, September 29, 2025 by no later than 5 PM.** Any proposal received after the specified time and date will not be considered. Proposals shall be submitted electronically by email to Principal Planner Julia Ayres via email to jayres@brisbaneca.org. Note: An email will be sent to confirm receipt of the electronic proposal.

Questions regarding proposals should be directed to:

Julia Ayres, Principal Planner
(415) 508-2129
jayres@brisbaneca.org

¹ The property is owned by the Brisbane Housing Authority. The Brisbane City Council serves as the Brisbane Housing Authority. As a practical matter, City staff carries out the day-to-day oversight of the Project.

1. Introduction

The Project is a 14-unit, income and rent-restricted apartment complex for seniors located at 8 Visitacion Avenue and 3 Inyo Street in Brisbane, CA. Construction began in 1998, and the building was occupied in early 2000. At the time of construction, the property was owned by the Redevelopment Agency of the City of Brisbane “RDA”). Bridge Housing Corporation (“BRIDGE”), a Bay Area based company, developed the site. Brisbane Senior Housing, Inc. (the “Current Owner”) currently operates the Project pursuant to a long-term ground lease with the RDA (“Ground Lease”). When Redevelopment Agencies were dissolved statewide, the RDA transferred the property and its interest in the Ground Lease to the Brisbane Housing Authority (“Authority”). The Ground Lease terminates on January 26, 2028. The City of Brisbane (“City”), the RDA and the County of San Mateo are all lent money to develop the Project, which loans remain outstanding. In consultation with Brisbane Senior Housing, Inc., the City, and the Authority, are now seeking proposals for any of the following scenarios:

- Assignment and extension of the existing Ground Lease to a new lessee/operator and/or other modifications to the existing Ground Lease; or
- Early termination of the existing Ground Lease and execution of a new Ground Lease with the Proposer; or
- Early termination of the existing Ground Lease and execution of a property management and operations agreement under which the Proposer will manage and operate the Project for the Authority.

The Proposer must assume, but may work with the City, the County, and the Authority to restructure the existing project debt.

Income and Rent Limitations

Under the existing Ground Lease, the maximum household incomes allowed for tenants in the Project are as follows:

Table 1: Visitacion Garden, Number of Units by Income Restriction		
Percent of Area Median Income (“AMI”)	Bedrooms	Number of Units
30%	One	2
40%	One	2
50%	One	4
60%	One	2
60%	Two	2
80%	One	2

Notwithstanding the household income limits, the maximum rents, based on the percent of AMI, have been set by two recorded Declaration of Restrictions. While one of the one-bedroom units may be rented to a household with an income up to 80% of AMI, the maximum rent allowed for that unit is 60% of AMI. The resulting maximum rent table is as follows:

Percent of Area Median Income (“AMI”)	Rent Limit Source	Bedrooms	Number of Units
30%	HCD/San Mateo County	One	1
30%	HUD Low HOME Rents	One	1
40%	HCD/San Mateo County	One	2
50%	HCD/San Mateo County	One	4
60%	HUD High HOME Rents	One	4
60%	HCD/San Mateo County	Two	2

It is expected that existing income and rent limitations will remain the same for existing tenants and that the Proposer may propose new long-term income and rent limitations that would apply upon turnover of existing units. If the Proposer proposes new income and rent limitations, such rent limitations must be affordable to lower income households.

A. Original Project Financing

The Project was financed through a combination of RDA and County of San Mateo (“County”) funds. As with many affordable housing developments, these funds are to be paid back out of surplus cash flow. And as with many similar developments, cash flow for this Project has been insufficient to repay the loans. Over the life of the Project, some small payments have been made, but substantial interest has been accrued by the Project. Initial debt on the Project was \$2,675,000 (of which, \$2,500,000 was lent by the former RDA). As of January 1, 2025, the Project owes the Authority (who assumed fee ownership of the property and the RDA loan) \$3,937,189, and the County \$292,352, for total outstanding debt of \$4,229,541, or \$302,110 per unit. See Table 3 for details.

Proposals should include a proposal for restructuring this debt.

Table 3: Source of Funds/Outstanding Debt, as of June 30, 2025				
Source of Funds	Original Loan Amount	Remaining Loan Amount	Accrued Interest	Total Outstanding Debt
Redevelopment Agency of the City of Brisbane/Authority Loan 1	\$1,000,000	\$899,873	\$600,700	\$1,500,573
Redevelopment Agency of the City of Brisbane/Authority Loan 2	\$1,500,000	\$1,436,214	\$1,000,402	\$2,436,616
County of San Mateo (HOME funds)	\$175,000	\$175,000	\$117,352	\$292,352
Totals	\$2,675,000	\$2,511,087	\$1,718,454	\$4,229,541

B. Schedule

The City and the Authority anticipate that the RFP process will take 60 to 90 days, after which time one entity will be recommended to the Authority for negotiation of an assignment and/or extension of the existing Ground Lease, a new ground lease and regulatory agreements, or an agreement to manage the Project. While the schedule stated in this RFP represents the preferred timetable, it shall not be considered binding upon the City or the Authority. In addition, the submission of a proposal in response to the RFP shall not be binding upon the City or the Authority nor construed as a contract with or commitment by the City or the Authority.

The schedule is as follows:

Table 4. RFP Schedule	
Activity	Date
RFP Released	Monday, August 26, 2025
Site Visit and Proposers Conference	Friday, September 12
Questions and Requests for Clarifications Due	Monday, September 15, 2025
City staff Response to RFP Questions/Clarifications	Monday, September 22, 2025
RFP Submittal Deadline	Monday, September 29, 2025
Proposer Interviews and Due Diligence	October 2025
Authority Subcommittee Review and Recommendation	October 2025
Authority Action	November 2025

1. **RFP Release:** The RFP is made available online at the City of Brisbane’s website at <https://www.brisbaneca.org/rfps> and at the Community Development Department, Brisbane City Hall, 50 Park Place, Brisbane, CA 94005.
2. **Site Visit and Proposer’s Conference:** A site visit will be held at the site at 8 Visitacion Avenue on Friday, September 12, 2025 at 10 a.m. A proposer’s conference will immediately follow the site visit at Brisbane City Hall, Community Meeting Room, 50 Park Place on Friday, September 12, 2025 at 11 a.m. To submit a proposal, a representative from the Proposer’s team MUST be in attendance at both the site visit and the proposers’ conference.
3. **Questions and Requests for Clarification.** Proposers must submit any questions or requests for clarification on the RFP via email to City staff by 5 p.m. on Monday, September 12, 2025.
4. **City staff Response to RFP Questions/Clarifications:** City staff will respond to all timely questions and provide any clarifications online at <https://www.brisbaneca.org/rfps>.
5. **RFP Submittal Deadline:** The City/Authority must receive responses to the RFP on or before the deadline listed on page 1 of this RFP. It is the responsibility of the Proposer to ensure that the proposal is received by the City/Authority before the deadline and that the information provided in the proposal is complete. The omission of information may be deemed non-responsive and may subject the Proposer to disqualification. Adherence to the RFP submission deadline will be based on the time the City/Authority receives each submission email from the Proposer.
6. **Proposer Team Interviews:** The selection committee is expected to evaluate the proposals and then, provided that one or more proposals are deemed sufficient, the selection committee will hold interviews with one or more Proposers.
7. **Due Diligence:** The City/Authority reserves the right to request additional documentation and/or written responses to confirm statements made during the interview, follow-up questions, supplemental interviews, or to make other fact-finding efforts as the City/Authority determines it is necessary to assess the most qualified Proposer.
8. **Recommendation and Authority Vote:** The selection committee shall make a recommendation to the Authority’s Executive Director and the City of Brisbane’s Housing Subcommittee, before making a recommendation to the full Authority. Upon the affirmative vote of the Authority, City staff will negotiate with the selected Proposer an assignment and/or an extension of the existing Ground Lease, a new ground lease, or an agreement for management of the Project The Proposer shall also assume the existing obligations of the Project and the existing lessee shall be fully released from obligations associated with the Project by the City, Authority, and the County of San

Mateo and any successful Proposer. The Proposer should be prepared to perform its own due diligence, lease the Project in its as-is condition (if a ground lease is contemplated in the proposal) and enter into modified loan documents. City staff will also work with the Proposer to negotiate modifications to the County debt. If those negotiations are successful, the selected scenario will be presented to the Authority for a final decision.

2. Project Requirements

The following requirements and underwriting guidelines apply to the Project, whether or not the Proposer is, as part of its proposal, seeking funding from the Authority.

Table 5. Visitacion Garden Preservation Requirements and Underwriting Guidelines

Item	Requirement
Organization Status	The Proposer may be a for-profit organization, a nonprofit organization, local government agency, joint powers agency, or a community land trust.
Proposer Experience	<p>Any potential Proposer shall have for at least three years owned or through a lease or other agreement operated at least one project similar to what is proposed in terms of scope, size, budget, financing structure, ability to obtain financing, and schedule. Proposers may use key principals to qualify for experience.</p> <p>Proposals for property management whether responding for just the management contract, or as part of a lessee/management team, must reflect that the Respondent has managed at least two completed projects similar to the existing Project in terms of scope, size, and operating budget.</p>
Regulatory Term and Lease	99 years
Income Limits	See Table 1
Maximum Rents (Including Utility Allowances)	See Table 2 and discussion under “Income and Rent Limitations” on p. 5 of this RFP
City Monitoring Fee	Except where not allowed by law (AB2430), \$125/unit per year.
Construction Management Fee (if applicable)	5% of total construction costs.

Item	Requirement
Replacement Reserves	<p>Replacement reserve funding covers the cost of all repairs needed for 15 years as described in a Property Needs Assessment (PNA) prepared by a qualified third-party consultant.</p> <p>The reserve must include a 3% price escalator, if not included in the PNA.</p> <p>The reserve may be funded through an initial reserve deposit when the existing lease is extended, or a new lease is entered into or through annual deposits from cash flows (or a combination thereof). A minimum of \$500 per unit per year is required if the initial reserve deposit does not cover 50% of the 15-year PNA cost.</p>
Capitalized Operating Reserves	Minimum 3 months' expenses, including: hard debt, monitoring fees, and replacement reserves
Vacancy Loss Percentage	Minimum of 5%
Debt Coverage Ratio	1.1 over the first two years and 1.2 over the next 13 years of cash flow or the remaining loan term of any hard debt (whichever is longer).
Asset management fee	Lesser of \$1,000/unit, or \$25,000/year with a 3.5% escalator.
Subordination	<p>The Authority will subordinate its deed of trust to lenders with a greater investment (senior lenders) and to private lenders that require it as a condition of funding.</p> <p>The city will not subordinate its regulatory agreement to any deed of trust but will consider subordinating its regulatory agreement to a senior lender's regulatory agreement.</p>
Insurance	See Exhibit A.
Renovations	Any renovations proposed must either address the repairs and upgrades outlined in the Capital Needs Assessment or be justified by an independent assessment paid for by the Proposer.

Item	Requirement
Hard cost contingency	At least 20% of hard costs, including general requirements, overhead, profit, and contractor’s contingency
Soft cost contingency	At least 10% of all costs except acquisition, hard costs, reserves, and construction management fees
Contingency Funds	Contingency funds shall first be used to cover construction cost over runs, and the remainder shall be deposited into the replacement reserve.
Relocation	Displacement or permanent relocation of existing tenants is not allowed. Temporary relocation during renovation is allowed. All relocation must follow local, state, and federal relocation laws, and a relocation budget must be part of the proposal.
Property Welfare Tax	If applicable, the budget must clearly show that the property will be accessing the welfare tax exemption.

If new Authority funds are requested, the following requirements also apply:

Authority Loan Terms	
Item	Terms
Loan Term	55 years
Interest	3% annual simple interest
Payments	Payments made from residual receipts
Subsidy Limit	\$50,000/unit

Substantive changes to the requirements may only be made upon approval of the Authority.

3. Evaluation and Selection Process

A. Evaluation Criteria

The City/Authority will use a quality-based selection process, and the assignment/lease/agreement will be awarded to the Proposer whose proposal is determined as providing the best value in meeting the interests of the City, the Authority, and Project tenants. Proposals will be evaluated by City staff based on professional qualifications and relevant experience; the proposed financing solution; the project approach; and the proposal's quality.

The City/Authority reserves the right to reject all proposals, refuse any or all proposal(s), to waive technicalities, and to accept whichever proposal that may be in the best interest of the City, the Authority and Project tenants, at the City's/Authority's sole discretion. City staff will evaluate all proposals deemed responsive and make a recommendation to the Authority based on the criteria below and the percentage of their importance.

1. Professional qualifications and relevant experience (30 percent)

Proposers should meet the following capacity and experience requirements:

- Proposers who intend to have a leasehold interest (whether existing or new) and operate the Project must have owned or had a long term leasehold interest for at least three years in at least one project similar to the existing Project in terms of scope, size, budget, financing structure, ability to obtain financing, and schedule. Proposers may use key principals to qualify for experience.
- Proposers, whether responding for a management contract only, or as part of an owner/manager team, shall have managed at least two) completed projects similar to what is proposed in terms of scope, size, and operating budget.

Proposers must provide documentation relevant to capacity and experience including the following from similar projects: two years audited financial statements, the most recent annual budget, and any legal or funding agreements. Statements are not required from key principals if they no longer have access to these documents.

Additional weight will be granted to those Proposers who have similar experience with affordable senior housing projects and/or have the clear capacity to address the capital improvement needs of the Project as outlined in the 2024 Capital Needs Assessment prepared by Integrated Property Analysis, Inc.

2. Financing Solution (30 percent)

Recapitalization is necessary for the Project to meet long-term maintenance needs and financial sustainability. Proposals will receive points based on the Proposer's ability to find creative solutions and reduce investment of scarce public resources while maximizing financial feasibility.

The Authority is open to providing funding for the Project, however Proposers will improve their score if they are able to minimize the expense to the Authority through viable plans to increase income to the Project and/or bringing alternative funding sources (e.g. county, state, private, or charitable funds) to the Project.

3. Approach to the Project (20 points)

The proposal should reflect that Proposers have identified the special circumstances of the Project and have identified viable solutions to the Project’s needs. In addition, Proposers should provide a feasible timetable for repairs and upgrades to the Project, while minimizing relocation and other disruptions to tenants.

4. Quality of proposal (20 percent)

Points will be granted based on the information conveyed, the overall proposal quality and readability, and the technical expertise presented.

B. Selection Process

The Authority is the sole final decision maker regarding the selection, and it reserves the right to reject any or all proposals.

During the selection phase of the process, members of the City’s selection panel and/or consultants retained by the City will evaluate the proposals. At their discretion, they may contact references and industry sources, investigate previous projects and current commitments, interview some or all the project team members, and take any other information into account in their evaluation of the proposal. The City reserves the right to request clarification or additional information from Respondents and to request that Respondents make presentations to the Authority, community groups or others. Based on their evaluations, City staff will prepare a “short list” of Respondents who will then be interviewed by the selection panel.

The Authority may, with the selected Proposer, enter into an assignment and/or an extension of the existing Ground Lease, an operating/management agreement, or a new ground lease. Any such assignment/extension, agreement or ground lease must have provisions that the existing income and rent limitations applicable to existing tenants shall remain in place.

Minimum Threshold Requirements:

1. The proposal must be complete.
2. A principal member of the Proposer’s team must attend the site visit and proposers’ conference.
3. The Proposer must commit to maintaining direct and continuing control of the project throughout the regulatory period.
4. The funds requested must align with identified repair and construction needs, as outlined in the 2023 Property Needs Assessment, or through a new assessment, completed by the Proposer at its own cost. Requested funds may also cover the costs of construction management.

4. Submission Requirements

Submit the proposal using the format specified in this Request for Proposals. **PROPOSALS MUST BE RECEIVED BY Monday, September 29, 2025 by no later than 5 PM.** Any proposal received after the specified time and date will not be considered. Proposals shall be submitted electronically to Principal Planner Julia Ayres at jayres@brisbaneca.org. Note: An email will be sent to confirm receipt of the electronic proposal.

Proposals must include the following, in the following order:

1. Cover letter with Proposer's name, amount of funding requested (if any), and proposal summary (max 1 page).
2. A clear statement as to whether the Proposer is seeking an assignment and extension of the existing Ground Lease and to operate and manage the Project, a contract to operate and manage the Project, or a new Ground Lease by which the Proposer will operate and manage the Project.
3. Description of the Proposer's approach to the Project, including a description of how the existing debts would be restructured or paid off and a summary of the sources and uses, including anticipated costs of repairs and renovation as established in the 2024 Capital Needs Assessment prepared by Integrated Property Analysis, Inc., Authority funding, and any additional funding sources anticipated or secured by the Proposer.
4. Description of the Proposer(s), including years of experience, types of projects, role in projects, and key principals with contact information (max 2 pages).
5. Organizational documents from the State, organizational chart, non-profit status (if applicable), and operating agreements for partnerships.
6. Last two years of audited financial statements of entities or principals. Small organizations that do not conduct audits may request a waiver but must submit two years of their financial statements (balance sheets and annual profit and loss statements), and two most recent years of their IRS Form 990.
7. Description of property management company, including years of experience and types of projects managed (max 2 pages).
8. Schedule listing proposed key dates including funding applications (if applicable), inspections, building permits (if applicable), and repairs and renovations.
9. Any property inspections completed by the Proposer.
10. Budget spreadsheets with unit mix by bedroom type and income restriction, development sources and uses, operating budget, 20-year cash flow, and debt

coverage ratios. Applicants should use the budget template provided by the City or provide the information in a spreadsheet (not a PDF) that provides substantially similar information.

11. Financing commitments.
12. Operating subsidy commitment, if applicable.
13. Relocation Plan and Budget, if applicable.
14. Signed Certifications in Enclosure B.
15. Description of any changes to the Project Requirements (Table 5 of this RFP) requested.
16. Any other materials required to evaluate scoring criteria.

5. General Terms and Conditions

1. This RFP does not commit to the City/Authority to pay any cost incurred in the preparation of a submittal to this RFP or in subsequent negotiations.
2. At any time prior to the specified time and date set for the submission, a person/firm, or a designated representative, may withdraw a proposal that has been submitted.
3. The issuance of this RFP and the acceptance of a submittal do not constitute an agreement by the Authority that the Authority will approve an assignment or extension of the existing Ground Lease, a contract to manage the Project, or a new ground lease. The Authority expressly reserves the right to:
 - a. Reject any or all proposals.
 - b. Reissue an RFP.
 - c. Extend the period for submission of the proposals by notification to all parties who have registered an interest in this RFP with the City.
 - d. Request more information from any or all Proposers.
 - e. Waive any immaterial defect or informality.
 - f. Decline to go forward with the RFP
 - g. Reject any proposal.
4. Final terms of any assignment or extension, agreement or lease will be established during negotiations. Negotiations may be terminated by the City/Authority for failure to reach mutually acceptable terms.
5. Each Proposer will be responsible for all costs incurred in preparing a response to this RFP.

6. All materials and documents submitted in response to this RFP will become the property of the City/Authority and will not be returned. Proposers selected for further negotiations will be responsible for all costs incurred by it during negotiations regardless of the outcome of the negotiations.
7. Proposers are responsible for reviewing all portions of this RFP. A Proposer is to promptly notify the City, in writing, if a Proposer discovers any ambiguity, discrepancy, omission or other error in the RFP. Any such notification should be directed to the City promptly after discovery, but in no event later than five working days prior to the date for receipt of proposals.

A. Disclaimers

The City/Authority obtained the information contained in this RFP from sources deemed reliable; however, the City/Authority makes no guarantees, warranties, or representations, nor expresses or implies any opinion concerning the accuracy or completeness of the information provided. It is furnished solely as an aid to interested parties. Interested parties are responsible for undertaking all necessary investigations on and off the Project to determine the financial and physical condition of the Project.

Regarding the information submitted to the City/Authority by Proposers, please note: The California Public Records Act mandates public access to government records. There is a presumption that documents prepared, owned, used, or retained by a public agency are public records and therefore accessible by the public.

6. Enclosures

Enclosure A	Insurance Requirements
Enclosure B	Proposer Certifications
Enclosure C	County of San Mateo Promissory Note , Deed of Trust, and Declaration of Restrictive Covenants (1998)
Enclosure D	Ground Lease by and Between the Redevelopment Agency of the City of Brisbane and BRIDGE Housing Corporation (1998)
Enclosure E	First Amendment to the Ground Lease by and Between the Redevelopment Agency of the City of Brisbane and BRIDGE Housing Corporation (1998)
Enclosure F	Ground Lease by and Between the Redevelopment Agency of the City of Brisbane and BRIDGE Housing Corporation (1998) Second Amendment to the Ground Lease by and Between the Redevelopment Agency of the City of Brisbane and BRIDGE Housing Corporation (2000)
Enclosure G	Loan and Regulatory Agreements by and between the Redevelopment Agency of the City of Brisbane and BRIDGE Housing Corporation (1998)
Enclosure H	Addendum to the Loan and Regulatory Agreement by and between the Redevelopment Agency of the City of Brisbane and BRIDGE Housing Corporation (1998)
Enclosure I	Loan and Regulatory Agreements (Bond Proceeds) by and between the Redevelopment Agency of the City of Brisbane and BRIDGE Housing Corporation (1998)
Enclosure J	Declaration of Restriction by Brisbane Senior Housing, Inc. (2000)
Enclosure K	2022 Audited Financial Statement
Enclosure L	2023 Audited Financial Statement
Enclosure M	2024 Audited Financial Statement
Enclosure N	2025 Budget
Enclosure O	Current Rent Roll
Enclosure P	Capital Needs Assessment for Visitacion Gardens Apartments prepared by Integrated Property Analysis, Inc. (2024)

Enclosure A

Enclosure A – Insurance Requirements

Prior to assuming or extending the existing Ground Lease, entering into an agreement to operate and manage the Project, or entering into a new ground lease, the following policies of insurance shall be obtained and maintained:

(a) Type of policies and coverage:

- (1) Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 products and completed operations aggregate for bodily injury, personal injury and property damage, providing coverage at least as broad as Insurance Services Office Commercial General Liability form CG 00 01. The policy shall include a per project or per location general aggregate endorsement. If a per project/location endorsement is not available, the limit for the general aggregate shall be doubled.
- (2) Automobile Liability Coverage. Consultant shall maintain business automobile liability insurance in an amount not less than \$1,000,000 each accident combined single limit for bodily injury and property damage, providing coverage at least as broad as Insurance Services Office form CA 00 01 Code 1 (any auto).
- (3) Workers' Compensation and Employer's Liability Coverage. Consultant shall maintain workers' compensation insurance as required by the State of California and employer's liability insurance in an amount not less than \$1,000,000 each accident, \$1,000,000 by disease-policy limit, and \$1,000,000 by disease-each employee for any and all persons employed directly or indirectly by Consultant in connection with the performance of services under this Agreement. In the alternative, Consultant may rely on a self-insurance program to provide this coverage so long as the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against City for loss arising from work performed by Consultant for City.
- (4) Professional Liability Coverage. Consultant shall maintain professional liability insurance that insures against professional errors and omissions in an amount not less than \$1,000,000 per claim and in the aggregate, covering negligent acts, errors or omissions which may be committed by Consultant in the performance of its services under this Agreement.

Enclosure A

(b) Endorsements: Each general liability and automobile liability insurance policy shall contain and be endorsed to contain, the following provisions:

(1) The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; on Insurance Services Office form CG 20 10 (or equivalent) for ongoing operations, and on Insurance Services Office form CG 20 37 (or equivalent) for products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents or volunteers.

(2) For any claims related to the Project, Consultant's insurance coverage shall allow and be endorsed primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Consultant's insurance and shall not contribute with it.

(3) The commercial general liability, automobile liability and workers' compensation policies shall allow and be endorsed to include a waiver of subrogation in favor of the City, its officers, officials, employees, agents, and volunteers.

(4) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its officers, officials, employees, agents or volunteers.

(5) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(6) Consultant's insurance coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City. If a carrier will not provide the required notice, the Consultant shall provide written notice to the City no later than five (5) business days before policy modification or cancellation.

(c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall

Enclosure A

demonstrate financial capability for payment of such deductibles or self-insured retentions.

(d) Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII, unless otherwise approved by City in writing.

(e) Verification of coverage. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required by this Agreement. Certificates of such insurance and endorsements shall be filed with City before commencement of work by Consultant. At the request of City, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Agreement.

Enclosure B

Enclosure B – Proposer Certifications

Proposer hereby certifies:

1. Truth of Application

That the information submitted in the proposal and any supporting materials is true, accurate, and complete to the best of its knowledge. Proposer acknowledges and understands that if facts and/or information herein are found to be misrepresented, it shall constitute grounds for rejecting the proposal or ending negotiations.

2. Applications are Public Records

That Proposer acknowledges that the information submitted as part of this proposal may be made available to the public pursuant to a request under the California Public Records Act.

3. Legal Authority

The signatory has the legal authority to submit this proposal on behalf of the Proposer.

4. Civil and Legal Questions (include an explanation for any questions answered “Yes”)

- a. Has the Proposer filed bankruptcy or receivership or had a bankruptcy or receivership commenced against it, defaulted on a loan, or been foreclosed against in the past ten years?
- b. Is the Proposer currently a party to, or has it been notified that it may become a party to any civil litigation that may materially and adversely affect the financial condition of the Proposer’s business in this proposal?
- c. Have there been any administrative or civil settlements, decisions, or judgements against the Proposer within the past 10 years that materially and adversely affected the financial condition of the Proposer’s business in this proposal?
- d. Is the Proposer currently subject to, or been notified that it may become subject to, any civil or administrative proceeding, examination, or investigation by a local, state, or federal licensing or accreditation agency, a local, state, federal taxing authority, or a local, state, or federal regulatory or enforcement agency?
- e. In the past 10 years, has the Proposer been subject to any civil or administrative proceeding, examination, or investigation by a local, state, or federal licensing or accreditation agency, a local, state, or federal taxing authority, or a local,

Enclosure B

state, or federal regulatory or enforcement agency that resulted in a settlement, decision, or judgment?

- f. Is the Proposer currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination, or investigation, of any kind, involving, or that could result in felony charges against the Proposer?
- g. Is the Proposer currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, involving, or that could result in misdemeanor charges against the Proposer for matters relating to the conduct of the Proposer’s business?
- h. Is the Proposer currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, involving, or that could result in criminal charges against the Proposer for any financial or fraud related crime?
- i. Is the Proposer currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, involving, or that could result in criminal charges against the Proposer that could affect the financial condition of the Proposer’s business?
- j. Within the past 10 years, has the Proposer been convicted of any felony?
- k. Within the past 10 years, has the Proposer been convicted of any misdemeanor related to the conduct of the Proposer’s business?
- l. Within the past 10 years, has the Proposer been convicted of any misdemeanor for any financial or fraud related crime?

Proposer Name and Title:

Organization:

Signature

Date
