

# Request for Proposals for Development of Successor Agency/Housing Authority/City of Suisun City-Owned Property

(APNs: 0032-142-300; 0032-130-06; 0032-130-010; 0032-142-280; 0032-142-250; 0032-142-240; 0032-042-300, 360, 440, 460, 480, 500, 520, 540, 560, 580, 600, 680; 0032-061-390; 32-091-170 through 200; 0032-130-030 & 040; 0032-130-020; 0032-130-020; 0032-282-030, 040, 050.

## MAIN STREET WEST DDA PARCELS



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## Section 1 PROJECT SUMMARY

The Successor Agency of the Redevelopment Agency of the City of Suisun City (Successor Agency) and the Suisun City Housing Authority (Housing Authority), seeking development Proposals (Proposals) from Qualified Successor Developers (Developers) for the opportunity to purchase and develop properties owned by the Successor Agency and Housing Authority. Successor Agency and Housing Authority may be referred to, collectively, as City. Developers may submit Proposals for one or more of the properties. City may accept one or more Proposals from one or more Developers.

On April 17, 2006, the Redevelopment Agency of the City of Suisun City (RDA) and Main Street West Partners LLC (MSW) entered into a Disposition and Development Agreement, including four amendments (collectively, DDA) regarding 15 RDA-owned properties. The parcels were to be built out with single family homes, a residential development, mixed use structures (commercial, office, residential), and commercial structures. A number of those parcels have been assigned and/or developed. The Successor Agency and MSW have entered into a settlement agreement relating to the remaining properties, approved by the Solano County Consolidated Oversight Board and the California Department of Finance, to release MSW from the obligations of the DDA once all the remaining undeveloped properties are assigned to Qualified Successor Developers, as that term is defined in the DDA (definition reproduced below). For Developers' information, DDA attached hereto as Appendix A.

A Qualified Successor Developer shall meet one or more of the following criteria:

- (a) A development company or homebuilding company which has an active role in the California market and which is publicly traded on a United States or Canadian stock exchange;
- (b) A development company or homebuilding company which has an active role in the California market and which either alone or in combination with its members or partners (or their constituent members or partners) or guarantors, has a demonstrated net worth of not less than Five Million Dollars (\$5,000,000); or
- (c) A development company who demonstrates to the Successor Agency's reasonable satisfaction that it has the experience and financial ability necessary to complete the proposed development, build-out, and sale to the public, the standard for which will be whether a reasonably prudent commercial lender would loan to such developer funds sufficient to acquire the parcel and such proposed developer has binding funding commitments and/or equity sufficient to complete the development, build-out, and sale to the public of the proposed development.

This RFP seeks development Proposals for the remaining Successor Agency properties under the DDA.

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**All Successor Agency properties subject to the DDA must be under contract with successor Developers no later than October 28, 2022. Disposition of all Properties must occur no later than December 31, 2022. Developers will enter into successor disposition and development agreements with the City.**

#### DEVELOPMENT VISION

The vision for the Properties' development is still emerging and the City will look at Developer Proposals and prioritize them according to job creation potential, market demand, and highest economic and financial benefit to the City. The City will consider rezoning to maximize the economic and financial benefits. Note: all land use changes will require Planning Commission and City approval.

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## **Section 2 AVAILABLE PROPERTIES**

### LOCATION

The City of Suisun City is located in central Solano County, midway between the cities of Sacramento and San Francisco. The City is bounded by the City of Fairfield to the north and west, Travis Air Force Base to the east, and Suisun Marsh to the south. The City is adjacent to and bisected by State Highway 12, a vital trucking route and is approximately two miles east of Interstate 80. Suisun Slough, a major tidal waterway, connects Suisun City to Suisun Bay and provides access to water sports, recreation, boating, fishing, and bird watching. The adjoining Suisun Marsh is the largest brackish estuary west of the Mississippi River and borders the south and east sides of the Planning Area.

## OVERVIEW OF PROPERTIES

PROPERTY IDENTIFICATION		SITE SIZE		ZONING	
PROPERTY ID	APN	ACRES	SF	LAND USE DESIGNATION	ZONING
Parcel 3	0032-142-300	0.17	7,459	Downtown Waterfront	Main Street Mixed Use
Parcel 4	0032-130-060	0.05	2,131	Downtown Waterfront	Main Street Mixed Use
Parcel 5 (701 Main) <sup>1</sup>	0032-130-010	0.10	4,425	Downtown Waterfront	Main Street Mixed Use
Parcel 7 <sup>3</sup>	0032-142-280	0.15	6,372	Downtown Waterfront	Downtown Mixed Use
Parcel 8 <sup>2, 3</sup>	0032-142-250	0.10	4,300	Downtown Waterfront	Waterfront Commercial
Parcel 9 <sup>2, 3</sup>	0032-142-240	0.11	4,900	Downtown Waterfront	Waterfront Commercial
Parcel 10	0032-042-300, 360, 440, 460, 480, 500, 520, 540, 560, 580, 600, 680	1.56	67,854	Downtown Waterfront	Residential Medium-Density
Parcel 11	0032-061-390	0.16	7,150	Downtown Waterfront	Commercial/Office/Residential
Parcel 13	0032-091-170 through 200	3.49	151,862	Downtown Waterfront	Commercial/Office/Residential
Parcel 15 (711 and 713 Main Street) <sup>1</sup>	0032-130-030 & 040	0.07	3,049	Downtown Waterfront	Main Street Mixed Use

Parcel 16 707 Main Street <sup>1</sup> (Housing Authority)	0032- 130-020	0.05	2,313	Downtown Waterfront	Main Street Mixed Use
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<sup>1</sup> Contiguous Main Street parcels.

<sup>2</sup> Contiguous parcels.

<sup>3</sup> Parcel within 100 feet of water. Bay Conservation and Development Commission (BCDC) may have public access requirements.

## APPRAISALS

Appraisals of the properties, as follows:

- (1) Parcel 3 (2018): \$130,000 (Valbridge and Associates)
- (2) Parcel 4 (2005): \$22,000 (Garland and Associates)
- (3) Parcel 5 (2018): \$83,942 (Garland and Associates)
- (4) Parcel 7 (2018): \$110,000 (Valbridge and Associates)
- (5) Parcels 8 & 9 (2018): \$160,000 (Valbridge and Associates)
- (6) Parcel 10 (2021): \$290,000 (Garland and Associates)
- (7) Parcel 11 (2018): \$125,000 (Valbridge and Associates)
- (8) Parcel 13 (2016): \$4.75/sq. ft. (Garland and Associates)
- (9) Parcel 15, 711 and 713 Main Street (2018): \$62,145
- (10) Parcel 16, 707 Main Street (2018): \$63,515 (Garland and Associates)

<sup>1</sup> The appraisal for this parcel was calculated differently from other parcels, i.e., on a square foot basis, because entitlements will include required permitting from the San Francisco Bay Conservation and Development Commission. At this time it is unknown how much open space dedication BCDC will require, therefore the appraisal is based on developable area rather than the size of the parcel. At 151,862 square feet; the value of the entire parcel would be \$721,344.

Appraisals are attached hereto as Appendix B.

## GENERAL PROJECT COMMENTS / STANDARD CONDITIONS OF APPROVAL

The intended outcome of this Request for Proposals (RFP) process is the development of an Exclusive Right to Negotiate Agreement (ENA) that will establish terms and conditions, and further define the scope, design, overall use and development of the project upon

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which the selected Developers can purchase and develop the City Properties.

During the RFP period, Developers and their employees, agents or representatives, shall have the right of reasonable access to the Properties during normal business hours for the purposes of inspecting the Properties.. Notwithstanding anything else in this Request for Proposals, Developers shall defend, indemnify and hold the Successor Agency and Housing Authority, as well as Suisun, its employees, officers and agents, harmless from any injury, property damage or liability arising out of the exercise by Developers of this right of access, other than injury, property damage or liability relating to the gross negligence or willful misconduct of the Successor Agency, Housing Authority and Suisun, or its officers, agents, or employees.

### **Section 3: PROPOSAL QUESTIONS**

To evaluate the alternatives and select the appropriate Developers, the City is requesting development Proposals that will help the City finalize its vision and move ahead with property disposition and development. Please see Project Summary for definition of Qualified Successor Developer.

Proposals must respond to the following questions:

1. Description of the Developer's proposed project:
  - a. Size in acres and/or square feet of building space
  - b. Type of use(s) planned (e.g. commercial, industrial, business park, or a mixed-use combination)
  - c. Conceptual design
2. Description of the Developer's experience developing the proposed type of project elsewhere:
  - a. Name and location of project(s)
  - b. Description of project(s)
  - c. Completion date of project(s)
  - d. Experience in dealing with other City projects and/or have experience in purchasing government property for private development
  - e. As a separate paragraph or section, articulate in detail facts to satisfy Qualified Successor Developer status (see Section 1 for criteria).
3. Explanation of the role the Developer's organization will play in the proposed project and a list of other partners and their roles (if any).
4. The proposed general timeframe for the development of the Developer's proposed project. If multiple components or phases are planned, a list of all.
5. Description of the benefit(s) your proposed project brings to the City including:



- a. Land sale price offer to purchase the site
- b. Projected investment in proposed development.
- c. Projected sales tax and other revenues from the project (if applicable).
- d. Projected number of direct jobs.
- e. Other benefits to the City.

**Section 4: TIMELINES**

Release Request for Proposals .....August 9, 2021

Deadlines for proposal submittal, review, and consideration will be staggered, as follows.

**First Review Period**

Deadline for Submittal of Proposals.....5:00 p.m., August 26, 2021  
 Evaluation of Submission by Successor Agency/Housing Authority  
 .....August 30, 2021  
 Preliminary presentations to Successor Agency/Housing Authority....September 21, 2021  
 Successor Agency/Housing Authority Boards Consider Exclusive Right to  
 Negotiate.....October 5, 2021

**Second Review Period**

Deadline for Submittal of Proposals.....5:00 p.m., September 9, 2021  
 Evaluation of Submission by Successor Agency/Housing Authority  
 .....September 13, 2021  
 Preliminary presentations to Successor Agency/Housing Authority.....October 5, 2021  
 Successor Agency/Housing Authority Boards Consider Exclusive Right to  
 Negotiate.....October 19, 2021

**Third Review Period**

Deadline for Submittal of Proposals.....5:00 p.m., September 23, 2021  
 Evaluation of Submission by Successor Agency/Housing Authority  
 .....September 27, 2021  
 Preliminary presentations to Successor Agency/Housing Authority.....October 19, 2021  
 Successor Agency/Housing Authority Boards Consider Exclusive Right to  
 Negotiate.....November 2, 2021

**Fourth Review Period**

Deadline for Submittal of Proposals.....5:00 p.m., November 4, 2021  
 Evaluation of Submission by Successor Agency/Housing Authority  
 .....November 8, 2021  
 Preliminary presentations to Successor Agency/Housing Authority... November 15, 2021  
 Successor Agency/Housing Authority Boards Consider Exclusive Right to  
 Negotiate.....December 7, 2021

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## **Section 5: INQUIRIES**

Please direct all inquiries concerning this RFP to:

City of Suisun City  
Attn: John Kearns, Senior Planner  
701 Civic Center Drive  
City of Suisun City, CA 94585  
Telephone: 707-421-7335  
Email: [jkearns@suisun.com](mailto:jkearns@suisun.com)

## **Section 6: DEVELOPERS' RESPONSIBILITIES**

Following Developer selection and execution of an Exclusive Right to Negotiate agreement, Developers shall proceed with detailed due diligence, pre-development, and entitlement activities while working with City to negotiate a Purchase and Sale Agreement for the property.

The City anticipates that the general scope of the successful Developer team's responsibilities would include, but not be limited to:

### **Entitlements**

The Developers shall be responsible for all aspects of the project including pre-development planning, environmental review, and design. The selected Developers shall be responsible, at its sole expense, for obtaining all land use entitlements and other government approvals required for its proposed project.

During the Negotiation Period, the selected Developers shall prepare and process an Initial Study and undertake all other actions required under CEQA for City approval of the Project, at Developer's cost. In addition to the Initial Study, Developers may, during the Negotiation Period, without any guaranty of approval therefor, seek City approval of a General Plan amendment, zone change, and any subdivision entitlements that may be required for the development of the project.

### **Predevelopment Costs**

The selected Developers shall bear all predevelopment costs relating to this project. All fees or expenses of engineers, architects, financial consultants, attorneys, planning or other consultants or contractors retained by Developers for any study, analysis, evaluation, report, schedule, estimate, environmental review, surveys, planning and/or design activities, drawings, specifications or other activity or matter relating to the Project shall be the sole responsibility of and undertaken at the sole cost and expense of Developers

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and no such activity or matter shall be deemed to be undertaken for the benefit of, at the expense of, or in reliance upon the City.

### **Deposit**

Upon execution of a Exclusive Negotiation Agreement (ENA) the selected developers shall reimburse the City for the actual out-of-pocket costs and expenses incurred (consultants' fees, title reports, and appraisal costs) in negotiating and preparing the Purchase and Sale Agreement and fulfilling its obligations under this Agreement (Reimbursable Costs). Developers shall deposit with the City the sum of \$20,000 or 5% of the appraised price, whichever is less (Deposit Funds). The Deposit Funds shall be used and applied from time to time by the City to pay itself for the Reimbursable Costs. Deposit Funds will be maintained at no less than \$2,500. Any funds remaining after all procedures and documentation are completed shall be returned to Developers.

### **Legislative Action**

City and Developers acknowledge that the City must exercise its independent legislative authority in making any and all findings and determinations required of it by law concerning the Properties. Developer selection does not restrict the legislative authority of the City in any manner whatsoever and does not obligate the City to enter into the Exclusive Right to Negotiate Agreement or to take any course of action with respect to the Project.

### **Financing**

Developer shall be responsible for providing funding for the Project, whether it be in the form of debt financing, equity, tax credits or a combination of these methods. If debt financing is used, no financial risk or credit risk shall be imposed upon or borne by the City.

### **Construction**

Developer shall be responsible for demolition, construction and commissioning of the Project including obtaining all permits, fees, and approvals necessary for construction of the Project.

## **Section 7: PROPOSAL INSTRUCTIONS**

A complete, concise and professional response to this RFP will enable the City to identify the Developers who will provide the highest benefit to the City and will be indicative of the level of the Developer's experience and commitment to the proposed projects. Proposals must demonstrate that the approach, design, and financing plan for the proposed projects will allow the proposed project's successful development and delivery.

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The following minimum information should be provided in each Proposal and will be utilized in evaluating each Proposal submitted. To expedite the evaluation of Proposals, submittals should be no more than thirty pages. Proposals should include the following items:

- Request For Proposal Submittal Cover Sheet (see template – Appendix C).
- Detailed completion of Questions 1 thru 5 in Section 3: Scope of Development which shall include the following:
  - The firm / team's statement of qualifications.
  - A narrative description that expresses the firm / team's understanding of the project and vision for development. The narrative should reflect the respondent's development design intent, strategy and implementation expertise, and understanding of the scope of work.
  - Resumes with related expertise of the specific Developer and any other consultant or subcontractor resumes with relevant expertise and experience.
  - Descriptions of the firm's / team's last three completed projects that demonstrate the Developer's:
    - Experience in working with municipalities and/or other public agencies to develop either industrial, business park, commercial, or a mixed-use combination.
    - Ability to complete projects of a similar size, scope, and purpose in a timely manner.
    - Description of any other completed projects (representative examples) of similar types of projects. Include current addresses, telephone numbers, and the names of reference contacts for each project. Similar project descriptions should be submitted for all subcontractors.
  - Proposed offer price to purchase the Site.
  - Analysis of the proposed job creation potential, market demand, and the economic and financial benefits of various potential uses proposed for the Site.
  - A proposed approach for undertaking this development, including:
    - Detailed scope of work and
    - Schedule for predevelopment analysis, entitlement review, construction, etc.
  - Standard statements:
    - A statement that this RFP shall be incorporated in its entirety as a part of the Developer's Proposal.
    - A statement that this RFP and the Developer's Proposal will jointly become part of the Exclusive Right to Negotiate (ERN) agreement for this project when the ERN is fully executed by the Developer and the Executive Director of the City.
    - A single and separate section EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL containing a complete and detailed description of any/all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Developer's Proposal is contingent and which shall take precedent over this RFP.
    - A statement that the Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

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The City will not be liable for any expenses incurred by Developers responding to this solicitation. All material submitted can be property of the City.

## **Section 8: STANDARD TERMS AND CONDITIONS**

The City has the sole authority to select one or more Developers and reserves the right to reject any and all Proposals and to waive any informality or minor defects in Proposals received.

The City reserves the right to retain all Proposals submitted and to use any ideas in a Proposal, regardless of whether that Proposal is selected. Submission of a Proposal indicates acceptance by the proposing Developer of the conditions contained in this Request for Proposals, unless clearly and specifically noted.

The City will not pay for any information requested, nor is it liable for any costs incurred by the Developers in preparing and submitting Proposals.

### **CONTRACTOR INDEMNIFICATION**

Developers shall indemnify, defend and hold the City, the Successor Agency, the Housing Authority, and any other City agency, their officers, agents, and employees (Indemnified Parties) harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner arising out of Developers' performance of the work contemplated by this RFP. Submitting a response to this RFP signifies that the Developers are not covered under the Indemnified Parties' general liability insurance, employee benefits, or worker's compensation. It further establishes that the Developers shall be fully responsible for such coverage. Developers' obligation to indemnify shall survive expiration or termination of this RFP and shall not be restricted to insurance proceeds, if any, received by the Indemnified Parties.

### **ADDITIONAL INDEMNITY OBLIGATIONS**

Developers shall defend, with counsel of City's choosing and at Developers' own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind that may be brought or instituted against the Indemnified Parties as a result of this RFP. Developers shall pay and satisfy any judgment, award or decree that may be rendered against Indemnified Parties as part of any such claim, suit, action or other proceeding. Developer shall also reimburse Indemnified Parties for the cost of any settlement paid by the Indemnified Parties as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for the Indemnified Parties' attorney's fees and costs, including expert witness fees. Developer shall reimburse the Indemnified Parties for any and all legal expenses and costs incurred by each of them in connection therewith

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or in enforcing the indemnity herein provided.

## INTELLECTUAL PROPERTY

Any system or documents developed, produced or provided in response to this RFP, including any intellectual property discovered or developed by Developers in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in the RFP response. The Developers may retain copies of any and all material, including drawings, documents, and specifications, produced by the Developers in performance of this Proposal. The City and the Developers agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

## PUBLIC RECORD

Proposals received will become the property of the City. All Proposals, evaluation documents, and any subsequent contracts will be subject to public disclosure per the California Public Records Act, Gov't Code §§ 6250 – 6270. All documents related to this solicitation will become public records once discussions and negotiations with proposers have been fully completed and an award has been announced.

Appropriately identified trade secrets will be kept confidential to the extent permitted by law. Any Proposal section alleged to contain proprietary information will be identified by the proposer in boldface text at the top and bottom as PROPRIETARY. Designating the entire Proposal as proprietary is not acceptable and will not be honored. Submission of a Proposal will constitute an agreement to this provision for public records. Pricing information is not considered proprietary information.

## ASSIGNMENT

Developer selection includes consideration of the merits of the firm and the team proposed to be assigned to the proposed project. Assignment of the Proposal is not permitted and the City reserves the right to cancel the contract if the contract is assigned without City written consent.

## RFP ADDENDA

The City may determine it is necessary to revise any part of this solicitation. Revisions will be made by written addenda and it is the Developer's responsibility to understand and comply with any addenda to this solicitation. Addenda may be posted on the City's website, <https://www.suisun.com/category/bid-proposals/>, and may be requested via email or U.S. Mail:

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City of Suisun City  
Attn: John Kearns, Senior Planner  
701 Civic Center Drive  
City of Suisun City, CA 94585  
Telephone: 707-421-7335  
Email: [jkearns@suisun.com](mailto:jkearns@suisun.com)

## CIVIL RIGHTS COMPLIANCE/EQUAL OPPORTUNITY ASSURANCE

Developers will be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990, and will be an equal opportunity employer as defined by Title VII of the Civil Rights Act of 1964, including the California Fair Employment and Housing Act of 1980. As such, Developers will not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, age or sex with respect to hiring, application for employment, tenure or terms and conditions of employment. Developers agree to abide by all of the foregoing statutes, regulations, ordinances and resolutions.

## APPENDICES

Appendix A – Main Street West Disposition and Development Agreement

Appendix B – Property Appraisals

Appendix C - Coversheet